

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE

MEMO

Date: February 29, 2016

To: Dave Ruller, City Manager  
David Coffee, Director of Budget & Finance

From: Gene Roberts, Public Service Director 

RE: 2016 Schedule of Fees, Recommended Increases

Please find attached the Service Department's recommended fee schedule for 2016.

The updated schedule is based on the actual cost for parts and includes fees for Storm Sewer connections that were not listed on the previous schedule, last updated in 2007.

It is my understanding that the fee increases require Kent City Council approval and as such, I have attached a Council Agenda form requesting approval of the needed increases by Council.

Cc: file

CITY OF KENT SCHEDULE OF FEES						
	<u>DESCRIPTION OF FEE, CHARGE OR CONSUMPTION RATE PER UNIT</u>	<u>ORDINANCE</u>	<u>PAYIN CODE</u>	<u>NOTES</u>	<u>2016 FEE</u>	
<b>A. PERMIT FEES</b>						
1	<b>EXCAVATION PERMIT:</b>					
	Permit Fee	905.02 (c)	14315		\$ 20.00	
	Cash Bond (minimum)	905.03 (a)	8044911		\$ 1,000.00	
	Permit	905.03 (a)	8044911	Min.	\$ 1,000.00	
	Permit bond in the amount of \$10,000.00 shall be deemed adequate for concurrent excavations at 5 or less locations.					
	Bond amount should cover the costs to repair sub-standard work within the R/W.					
2	<b>FILLING, GRADING, EXCAVATING, AND RETAINING WALL CONSTRUCTION PERMIT:</b>					
	Permit Fee	907.06 (3)(a)	14315		\$ 25.00	
	Plus cost per each 100 cubic yards of excavations, filling, and/or grading or fraction thereof.	907.06 (3)(a)	14315		\$ 2.00	
	In addition: 2% of the estimated construction cost of any retaining wall, utility line, pavement, and other structures involved in the work.	907.06 (3)(b)				
	Permit expires one year after the date of issuance. Bond to be determined by Engineer.					
3	<b>WATER PERMIT:</b>					
	Permit Fee	913.03 (b)	2014530		\$ 25.00	
	Subsequent inspection fee	913.03 (b)	2014530		\$ 15.00	
	Watermain connection outside the city limits Front footage fee (1996) assessment rate		2014530	per Ft.	\$ 24.25	
	Northwest Brimfield sixteen-inch water distribution main cost:	913.10 (a)	2014530	per Ft.	\$ 40.00	
4	<b>SEWER PERMIT:</b>					
	Sanitary sewer permit:					
	1. Residential	915.06 (a)	2024314		\$ 25.00	
	2. Commercial	915.06 (a)	2024314		\$ 75.00	
	Storm sewer permit:					
	1. Connection fee (new connection)	921.08 (a) (3)	2084530			
	1. Connection fee (new connection)	921.10 (a) (4)	2084530		\$ 100.00	(not on previous schedule)
	Residential Permit	921.10 (a) (4)	2084530		\$ 25.00	(not on previous schedule)
	Commercial Permit	921.10 (a) (4)	2084530		\$ 75.00	(not on previous schedule)
<b>B. UTILIZATION FEES</b>						
	Water utilization fee	919.04	2014530	*	\$ 550.00	

CITY OF KENT						
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	Sanitary sewer utilization fee	919.04	2024530	*	\$ 1,310.00	
	* Per Benefit Unit					
<b>C. WATER TAP AND METER FEES</b>						
	¾ (5/8) (three-fourths or five-eighths) inch tap and meter:		2014530			
	Watermain tap		2014530		\$ 105.00	
	Corporation stop		2014530		\$ 49.00	(\$30.00 increase)
	Curb stop		2014530		\$ 68.00	(26.00 increase)
	Box & stem		2014530		\$ 70.00	(\$2.00 increase)
	Insulator		2014530		\$ 34.00	(\$14.00 increase)
	Backflow meter & MIU (5/8" x ¾" inch – residential)		2014530		\$ 315.00	(\$15.00 increase)
				TOTAL:	\$ 641.00	
	Commercial meter & MIU (Non Backflow)		20243158		\$ 205.00	
	Sprinkler meter (3/4" or 5/8") (w\ Backflow)		20133604		\$ 320.00	(\$20.00 increase)
	Plumbing permit for sprinkler meter		2024318	**	\$ 50.00	(\$35.00 increase)
	State fee for residential plumbing permit		8044914		\$ 0.50	
	Irrigation meter (3/4" or 5/8")		20133604	*	\$ 315.00	(\$110.00 increase)
	*owner must provide backflow preventor					
	Commercial plumbing permit for sprinkler meter		2024318	**	\$ 50.00	(\$25.00 increase)
	State fee for commercial plumbing permit		8044914		\$ 1.50	
	** Send copy of receipt to Building Department					
	1 (one) inch tap and meter:					
	Watermain tap		2014530		\$ 125.00	
	Corporation stop		2014530		\$ 56.00	(\$27.00 increase)
	Curb stop		2014530		\$ 89.00	\$(25.00 increase)
	Box & stem		2014530		\$ 125.00	(\$57.00 increase)
	Insulator		2014530		\$ 45.00	(\$15.00 increase)
	Meter & MIU (with out backflow)		2014530	*	\$ 415.00	(\$165.00 increase)
	*owner must provide backflow preventor			TOTAL:	\$ 855.00	
	1 ½ (one and a half) inch tap and meter:					
	Watermain tap		2014530		\$ 150.00	
	Corporation stop		2014530		\$ 107.00	(\$31.00 increase)
	Curb stop		2014530		\$ 218.00	(\$142.00 increase)

CITY OF KENT						
SCHEDULE OF FEES						
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	Box & stem		2014530		\$ 122.00	(\$7.00 increase)
	Insulator		2014530		\$ 100.00	(\$40.00 increase)
	Meter & MIU (with out backflow)		2014530	*	\$ 610.00	(\$235.00 increase)
	*owner must provide backflow preventor			TOTAL:	\$ 1,307.00	
	2 (two) inch tap and meter:					
	Watermain tap		2014530		\$ 175.00	
	Corporation stop		2014530		\$ 235.00	(\$96.50 increase)
	Curb stop		2014530		\$ 335.00	(\$123.00 increase)
	Box & stem		2014530		\$ 125.00	(\$3.00 increase)
	Insulator		2014530		\$ 175.00	(\$70.00 increase)
	Meter & MIU (with out backflow) compound meter		2014530		\$ 1,735.00	(\$485.00 increase)
	*owner must provide backflow preventor			TOTAL:	\$ 2,780.00	
	Deposit for Small Fire Hydrant Meter & Back Flow		8044924	*	\$ 500.00	
	Deposit for Large Fire Hydrant Meter & Back Flow		8044924	*	\$ 1,000.00	
	*Deposit returned when meter is returned undamaged.					
	<b>D. WATER METER STRAINER</b>					
	2 – inch strainer		2014530		\$ 405.00	(\$275.00 increase)
	2 – inch turbine meter		2014530		\$ 650.00	(210.00 increase)
	<b>E. LARGER TAP FEES</b>					
	4 (four) inch tap		2014530		\$ 300.00	
	6 (six) inch tap		2014530		\$ 300.00	
	8 (eight) inch tap		2014530		\$ 350.00	
	12 (twelve) inch tap		2014530		\$ 400.00	
	<b>F. SERVICE CLAMP FEES</b>					
	Required for 1 ½ inch taps:					
	4 (four) inch watermain		2014530		\$ 80.00	
	6 (six) inch watermain		2014530		\$ 90.00	
	8 (eight) inch watermain		2014530		\$ 105.00	
	10 (ten) inch watermain		2014530		\$ 135.00	

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12 (twelve) inch watermain		2014530		\$	160.00
14 (fourteen) inch watermain		2014530		\$	315.00
16 (sixteen) inch watermain		2014530		\$	375.00
Required for 2 inch taps:					
4 (four) inch watermain		2014530		\$	86.00
6 (six) inch watermain		2014530		\$	98.00
8 (eight) inch watermain		2014530		\$	111.00
10 (ten) inch watermain		2014530		\$	140.00
12 (twelve) inch watermain		2014530		\$	160.00
14 (fourteen) inch watermain		2014530		\$	330.00
16 (sixteen) inch watermain		2014530		\$	415.00
<b>G. WATER CHLORINATION CHARGES</b>					
Minimum set-up charges		2014530		\$	170.00 (\$20.00 increase)
Charges per foot for chlorination:					
0 – 50 feet		2014530		\$	170.00 (\$20.00 increase)
51 – 500 feet		2014530		\$	330.00 (\$30.00 increase)
501 – 1000 feet		2014530	*	\$	490.00 (\$40.00 increase)
* Large waterlines (in excess of 1000 feet) shall be charged an additional \$150.00 per 1000 feet or portions thereof.					
<b>H. TECHNICAL PLAN REVIEW FEES</b>					
Plan review fee:	1339.09 (a)				
1 (one) percent of the estimated cost of site improvements.		14315	*		1%
* Fee calc. .01 x site cost est.					
Additional plan review fee:	1339.08 (b)				

CITY OF KENT					
SCHEDULE OF FEES					
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25 (twenty-five) percent of the plan review fee. * .25 x plan review fee		14315	*	25%	
Site plan construction permit inspection fee:	1339.09 (c)				
1 (one) percent of the final approved estimate of cost for all site improvements upon private property, to remain under private ownership. * .01 x approved site cost est. for private property		14315	*	1%	
Improvement inspection fee:	1339.08 (d)				
6 (six) percent of final approved estimate of cost for all site improvements within the public right-of-way and for all improvements upon private property which are proposed to be dedicated to the city for city ownership. * .06 x final approved site cost estimate for R/W and public property		14315	*	6%	
Construction guarantee:	1339.09 (e)				
Performance bond: in the amount of 110 (one hundred ten) percent of the final approved estimated cost of all site improvements, as estimated by the city, for 2 (two) years or an approved extension thereof or until the construction is completed and approved.		80436312	*	110%	
Exception: Cash bond of 10 (ten) percent of all site improvements					
Minimum cash bond		80436312		\$ 1,000.00	
Maximum cash bond		80436312		\$ 10,000.00	
* 1.10 x final approved site construction cost estimate for entire site plan.					
Conditional occupancy guarantee:	1339.08 (f)				

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A cash guarantee posted (deposited) with the city by the owner/developer in the amount of 115 (one hundred fifteen) percent of the city's estimated cost of completing the improvements. Such cash guarantee shall be used by the city to complete the improvements in the event that the owner/developer fails to complete the work within the specified time as stated upon the conditional occupancy permit.		80436341	*	115%	
* 1.15 x estimate of cost for remaining improvements					
<b>I. SUBDIVISION FEES</b>					
Minor subdivision fees:	1181.05 (a)				
Plat fee		14315		\$ 20.00	
Plus; per lot fee of		14315		\$ 5.00	
Major subdivision fees:	1181.05 (a)				
Preliminary plan fee		14315		\$ 50.00	
Plus; per lot fee of		14315		\$ 5.00	
Final plat fees		14315		\$ 50.00	
Plus; per lot fee of		14315		\$ 5.00	
Preliminary plan time extension fee	1181.05 (a)(2)(d)	14315		\$ 10.00	
Preliminary plan resubmittal fee	1181.05 (a)(2)(d)	14315	*	50%	
* 0.5 x Preliminary plan fee					
Plan checking and field inspection fees:	1181.05 (b)				
7 (seven) percent of estimated cost of all improvements verified by the City Engineer.		14315	*	7%	
* 0.07 x Est. cost of all improvements					
Performance guarantee:	1189.04 (c)				
Performance bond 110 (one hundred ten) percent of all site improvements.		8044913	*	110%	
* 1.10 x Est. cost of all improvements					
Maintenance guarantee:	1189.04 (d)				

CITY OF KENT SCHEDULE OF FEES					
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10 (ten) percent of the cost of improvements for a period of 24 (twenty-four) months after date of acceptance.		8044913	*	10%	
* .10 x Cost of improvements					
<b>J. RECORDS FROM THE CITY (COPIES)</b>					
Copies:					
No fee first 19 pages, over 19 pages .05 cents each		14907	per Pg.	\$ 0.05	
Maps and plans		14907	Ea.	(Actual cost of media) per City Records Management Policy	
Diskette		14907	Ea.	(Actual cost of media) per City Records Management Policy	
CD		14907	Ea.	(Actual cost of media) per City Records Management Policy	
Plan Set		3014907	*	Varies	
* Determined by estimated printing costs.					
Postage					
Shipping & Handling for Plan Sets		001.05.570.710.7320	per Set	Varies due to weight of documents	





## Kent Parks & Recreation Department

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

TO: Dave Ruller, Jim Silver, Linda Jordan, Dave Coffee  
FROM: John Idone  
DATE: March 22, 2016  
RE: Council Committee Request

Please place the following items on the Agenda in the appropriate committee for the April 6, 2016 City Council Committee Meeting.

### **ITEM # 1 - John Brown Tannery Canoe Livery Lease**

Background: The lease extensions with KSU for operations of the canoe and kayak livery at John Brown Tannery Park have expired. The lease was advertised in the Record Courier on March 7 and 14. Attached is a copy of the advertisement, bid tally, bids received and the proposed lease. The Parks & Recreation Board approved the KSU bid proposal at the March 17<sup>th</sup> meeting on condition of final city council authorization. The operations are scheduled to begin May 1, 2016.

### **ITEM # 2 - Extension of Lease for 745 Longcoy Avenue**

Background: The Betkoski property acquisition includes a rental house. The long time tenant is Tina Kosloski. She has two children (Jr and Sr at RHS). I met with her and she has asked that we extend the lease with her for a few months so her children can finish the school year and she can find another place to live. The current lease is month-to-month and is \$600 per month. I am recommending that we give her until June 30<sup>th</sup> to move out. Attached is a copy of the lease. The Parks & Recreation Board approved extending the lease at the March 17<sup>th</sup> meeting on condition of final city council authorization. The acquisition is scheduled to close on or before April 15, 2016.

If you need any additional information please let me know.

Kent Parks & Recreation  
Canoe Kayak Bid Opening  
March 17, 2016  
Kent Parks & Recreation Office  
497 Middlebury Road  
Kent, OH

Staff Present: John Idone, Director  
Karen Magilavy, Secretary

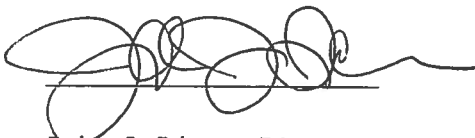
Public Present: Christopher John, KSU Livery

At Noon on March 17, 2016 bidding was closed per the bidding requirements. One bid was received by Kent State University dba Crooked River Adventures on 3/17/16 at 11:45 AM. At Noon on March 17, 2016 the only bid received was opened and read publicly aloud.

- Bidder appears to have properly filled out bid forms and experience requirements.
- Bidder proposes 5% of gross sales + \$200/month rent

The Parks & Recreation Board unanimously approved the bid at the regular meeting of March 17, 2016 and request City Council final approval.

Respectfully submitted on this 18<sup>th</sup> day of March, 2016,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

John J. Idone, Director

**LEGAL NOTICE**  
**Canoe /Kayak Livery**  
**For Lease at John Brown**  
**Tannery Park**

The Kent Parks & Recreation Department is accepting proposals for operating the Canoe / Kayak Livery at John Brown Tannery Park for the 2016 Season that will run from May 1, 2016 through October 31, 2016. The city reserves the right to extend this lease for up to two additional one year seasons (2017 and 2018). The Contractor is responsible for meeting any State and Kent Health Department standards as well as all liability insurance, staffing, equipment, inventory and other associated costs required for the livery operation. The city will permit placement of a small temporary trailer at the park to be supplied by the bidder and removed at the conclusion of the season. The city will provide a portable restroom during the term of the lease. The bidder shall bid on proposed % of all gross sales to be paid to the city plus rent of \$200.00 per month.

Bid Proposal forms are available by contacting Kent Parks & Recreation Department at 497 Middlebury Road, Kent, OH (330-673-8897) and must be used. Please note that all bidders should be experienced in the operation of canoe and kayak livery operations and should include evidence of having sufficient equipment to carry on the proposed livery operation. Deadline for proposals is March 17, 2016 at 12:00 PM (Noon). Kent Parks & Recreation reserves the right to reject any and/or all bids, to waive any informality in bidding, and to accept or reject any or all alternatives.  
RC 3-7 & 14-16 #12133593

**LEGAL NOTICE**

Record Courier March 7 + 14, 2016

# *Crooked River* ADVENTURES



*bid  
proposal*

## 2016 Canoe / Kayak Livery

### Bid Proposal Form

Deadline: March 17, 2016

12:00 PM (Noon)

Submitted By: Chris John DBA: Crooked River Adventures

Address: 1550 Ted Boyd Drive, Kent OH 44242

Voice: 330-672-2803 FAX: 330-672-4272 E-Mail cjohn4@kent.edu

#### Terms Offered by Bidder:

Monthly Rent (\$200 minimum): 200 plus 5 % of Gross Sales

#### Experience:

Please attach the following information to enable the city to determine your experience and qualifications:

Elaborate on your experience in livery operations.

Please attach your proposed boat rental and concession menu pricing.

Proposed Days and Hours of Operation.

Parking is very limited at the site. Elaborate on contingency parking plans.

Type and Style of Storage Building proposed.

What type of equipment do you plan on using in your operation i.e. How many canoes and kayaks, life preservers, vehicles, trailers, etc.

What liability and safety measures are proposed to properly instruct users on the risks and potential hazards associated with this activity.

Any additional information you feel will support your proposal.

#### Insurance:

The bidder shall provide the City of Kent with a Certificate of Liability Insurance naming the City as an additional insured in the amount of \$1 Million per occurrence with a \$2 Million Aggregate and sufficient to meet the City of Kent's insurance carrier standards.

#### Other Requirements:

The successful bidder will be required to enter into a formal agreement with the Kent Parks & Recreation Department within 14 calendar days of Notice of Award.

#### Disqualification:

Kent Parks & Recreation reserves the right to reject any and/or all bids, to waive any informality in bidding, and to accept or reject any or all alternatives.

Chris John  
Signature  
acting agent for KRW  
Crooked River Adventures

3-17-16  
Date



March 16, 2016

John Idone, Director  
497 Middlebury Road  
Kent, OH 44240  
(330) 673-8897

Dear Kent Parks and Recreation Department:

Please consider this an official proposal bid for a canoe and kayak livery operation located at John Brown Tannery Park, under the supervision of the Outdoor Adventure in the Department of Recreational Services at Kent State University.

***Experience***

We would like to start our discussion on experience by thanking you for the partnership in years past. Without your vision to allow a livery at John Brown Tannery Park as well as your selection of us, thousands of participants would not have had the opportunity to enjoy recreational paddlesports on the Cuyahoga River in Kent, Ohio over the past five years with Crooked River Adventures. Our existing partnership makes us an excellent candidate for you to select us again moving forward. We know that our prior partnership does not immediately qualify us for your selection for this year's bid, but we can relate that our experience in operating a livery at Tannery Park for the past five years qualifies us above any of our competitors at first glance.

Secondly our experience in education and instruction puts us above other competitors. We have been complemented by numerous prior patrons that our commitments to instruction and reducing risks are well above similar services they have received from comparable outfitters in other regions. We continue to promote and provide industry standards as set by the American Canoe Association via certifications at the administrative and operational levels alike. This will continue to be one of our cornerstones, as well as become more formalized this season by providing guided trips with ACA instructors.

Lastly our existing operational systems, logistics, and equipment are well-suited for a seamless transition into this season. There is no need to have another company re-create the wheel, purchase large amounts of equipment, etc.; as we are prepared for this livery season. Our enclosed trailer has been designed for storage and operations at Tannery Park, we have a tried-and-true tested online

**Department of Recreational Services**

P.O. Box 5190 • Kent, Ohio 44242-0001

330-672-4REC • Fax: 330-672-4272 • [www.recservices.kent.edu](http://www.recservices.kent.edu)



system for online registrations, have several years' experience training a large group of staff, and have added additional boats and equipment for the season.

***Livery Trip Prices***

<u>Trips</u>	<u>Price (Kayak)</u>	<u>Price (Canoe)</u>
2 mi (Middlebury Road)	\$ 20.00	\$ 30.00
4.5 mi (Brust Park)	\$ 25.00	\$ 40.00
6.5 mi (Waterworks)	\$ 30.00	\$ 50.00
ACA Guided Brust Trip	\$ 33.00	n/a
Pedal/Paddle Package	Add \$5 per bike	
<u>Tubes/Bikes</u>	<u>Price</u>	
Per Hour	\$ 5.00	
Tube to Middlebury	\$ 12.00	
<u>Concessions</u>	<u>Price</u>	
Cookies	\$ 1.00	
Crackers	\$ 1.00	
Beef Jerky	\$ 1.50	
Water	\$ 1.00	

***Days and Hours of Operation***

Over the years, it has become clear that the primary demand days are Saturdays and Sundays followed by Friday afternoons and evenings. We will continue to maximize our output during these times. Over the last several years, we have offered a Monday through Thursday availability solely for custom groups. We will continue to offer these custom opportunities, as well as augment them with scheduled custom guided trips during the week led by ACA instructors.

Additionally, we will be expanding our tubing operations this year to include vehicle transport for tubing trips to Middlebury Road. Historically patrons had to walk upstream and then simply tube downstream, and we feel that by offering transportation for tubing patrons, tubing participation will dramatically increase this season.

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<b>Hours of Operations</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Fri/Sat/Sun</b>
<b>Custom Group Reservations</b>	<b>Reservation only</b> 12pm - 5 pm	<b>Custom Group Reservations</b>	<b>Reservation only</b> 12pm - 5 pm	<b>Standard Trips</b> Open 8am
	<b>ACA guided Brust Park</b> 5 pm - 8:45pm		<b>ACA guided Brust Park</b> 5 pm - 8:45pm	Close 6:30pm

**Trip Schedule (Fri/Sat/Sun)**

4.5 mi (Brust Park)	8:00 AM
Tube to Middlebury	9:30 AM
6.5 mi (Waterworks)	11:00 AM
Tube to Middlebury	1:30 PM
4.5 mi (Brust Park)	3:00 PM
2 mi (Middlebury Road)	6:00 PM

We will continue to push patrons towards making reservations through our Fareharbor registration system or by calling the livery phone number. Patrons will receive reminder emails before the program, and if there are any doubts as to weather changes they will receive a phone call.

***Contingency Parking Plans***

Parking has been tight but manageable for the last several seasons. Our number one contingency for both lots filling at Tannery Park is to direct patrons to park in city parking at the lots on the corner of Stow Street and Franklin, or at a lot further down on Franklin. If there are large groups we will direct them at time of reservation to utilize city parking.

***Storage Building***

Our storage facility that will be located at Tannery Park is a 20' x 8.5' x 6.5' double axle, enclosed cargo trailer with ramp door, side door, concession window, and storage inside for boats and other equipment. This trailer has customized graphics that make it quite appealing visually. We will store our

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canoes and additional kayaks, along with our vehicle and boat trailer at the Student Recreation and Wellness Center and transport them to Tannery Park on a daily operational basis

### ***Equipment***

We possess six Oldtown canoes, nine sit on top Jackson kayaks, and six sit in Acadia kayaks. All participants are required to use a personal flotation device while on the water and we have enough PFDs for all shapes and sizes. We possess 15 river quality tubes for tubing, as well as five bikes for bike rental.

New this season, to run shuttles and transport equipment we will be using a 15 passenger minibus with our existing 6-bay boat trailer. This minibus is comparable in length to the suburban we used last season, but will look larger and will allow better transport of more patrons without having to use a second vehicle that would tie up parking Tannery Park. We will utilize the electricity available at the site to power a computer with a cash register hooked up to it. This will allow us to process all the rentals and collect payment directly at the site.

### ***Liability/Safety Measures***

Patron safety will be the top priority of Crooked River Adventure, and staff will attend a thorough training program before operation begins every summer. They will learn how to instruct patrons with proper use of all equipment, river rules and regulations, and will be able to give a detailed safety speech to patrons. Staff will be confident paddlers, will be trained to perform river rescues, and will know all road and trail access points to the river within operation areas in case of any river emergencies and evacuation needs. Emergency protocols will be a priority with our training program so that staff will be prepared for any circumstance. Additionally, staff will walk alongside boaters through the first set of rapids from Tannery and have throw ropes available in the event of any capsized boaters. When running trips to the Waterworks takeout, staff will be waiting on patrons at the takeout to ensure they do not miss the exit and risk going down the falls. Several veteran staff will hold ACA Kayak Instructor certifications, and at least two of our staff hold ACA Level 4 Swift Water Rescue certifications.

As a part of our safety measurements, Crooked River Adventures will not operate on the river if water levels are too high or too low (above 750cfs or below 150cfs. Staff will monitor levels daily, and if at any point levels leave our operating range, they will immediately suspend operations. Staff will also suspend operations if adverse weather occurs. Crooked River Adventures will also enforce a strict "no alcohol" policy with our patrons, and will ensure no glass is taken on the river.

## **Department of Recreational Services**

P.O. Box 5190 • Kent, Ohio 44242-0001

330-672-4REC • Fax: 330-672-4272 • [www.recservices.kent.edu](http://www.recservices.kent.edu)



Participants will be required to fill out several forms consisting of a release of liability form, a rental agreement form, and a list of our rules and safety protocols. The release of liability form will outline the risks associated with paddling the river and must be signed by every participant, and minors must have a parent or guardian sign the form. The rental agreement form will outline the rates of the rental and the renter's responsibility with using our equipment.

***Additional information***

We truly do thank you for the partnership of years past. We know that both departments have benefited, but we also know the true benefits are to those who have experienced outdoor recreation in Kent, Ohio on the Cuyahoga River. Know that we will not rest on our laurels, and additional tubing, guided trips, and other operational efficiencies are expected to grow patronage and revenues this season. We will continually try to find ways to increase the number of patrons, refine our education and instructional techniques, increase revenues wherever possible, and provide quality customer service.

Sincerely,

*Christopher John*

**Christopher John**  
Assistant Dir., Outdoor Adventure  
Kent State University Department of Recreational Services  
Phone: 330-672-2803  
Fax: 330-672-4272

**Department of Recreational Services**

P.O. Box 5190 • Kent, Ohio 44242-0001

330-672-4REC • Fax: 330-672-4272 • [www.recservices.kent.edu](http://www.recservices.kent.edu)

## JOHN BROWN TANNERY CANOE LIVERY LEASE

This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, ~~2015~~ 2016 by and between KENT PARKS & RECREATION DEPARTMENT, hereinafter referred to as "Lessor", and Kent State University Crooked River Adventures, hereinafter called "Lessee".

The Lessor and the Lessee, for the consideration specified, agree as follows:

### Article 1 - General

- 1.1** The Lessee shall perform the services described in the Contract Documents consisting of providing bicycle, boat shuttle, inner tube rental, kayak and canoe livery operations at John Brown Tannery Park. The Lessee shall also be permitted to sell packaged food concessions. **Attached is a copy of the 2015 2016 fees.**
- 1.2** The Lessee agrees to operate the livery as outlined in the ~~November 21, 2013~~ March 16, 2016 proposal and approved by the Parks & Recreation Board on March 17, 2016 ~~January 15, 2015~~.

### Article 2 - Contract Term

- 2.1** Work under this Contract will commence on ~~April 1, 2015~~ May 1, 2016 and ending ~~October 31, 2015~~ October 31, 2016 both dates inclusive, unless earlier terminated, as hereinafter provided. ~~This is the third year of the approved one year season extensions (2015).~~ The city reserves the right to extend this contract for up to two one year seasons (2017 and 2018) upon the same terms and conditions as established by this lease.

### Article 3 - Contract Amount

- 3.1** The Lessee shall pay rent in the amount of ~~\$150.00~~ \$200.00 per month. The total rent due under this contract shall be ~~\$1,050.00~~ 1,200.00.
- 3.2** The Lessee shall pay the Lessor five percent (5%) of the gross sales of all items sold as part of this livery operation no later than the 15th of the following month.
- 3.3** The Lessee shall pay the Lessor \$100 per month for use of electric service. The total amount for electric service is ~~\$700~~ \$600.
- 3.4** All payments shall be payable at the Kent Parks & Recreation Main Office located at 497 Middlebury Road, Kent, Ohio.
- 3.5** Any payments made after the 15th day of the following month shall accrue

interest at eight percent (8%) per annum from the date it was due until the date it is paid.

#### **Article 4 - Livery Operations**

- 4.1** The Lessee shall provide upon request the Lessor with Daily Revenue Reports to include a duplicate copy of all cash register receipts of sales, on a weekly basis.
- 4.2** Lessee shall operate Livery Trips and Fee Structure as outlined in the 2015 2016 Fee Schedule. Lessee shall submit any changes to this plan to Lessor prior to implementation for approval. Lessee shall submit an item and price list for any proposed concession items. Lessor reserves the right to reject any items it determines to be inappropriate for sale.

#### **Article 5 - Use of Premises**

- 5.1** The premises shall be used for livery and concession business operations by the Lessee.
- 5.2** The Lessee shall be permitted to park, at Lessee's expense and risk, a Storage Cargo Trailer. Trailer shall be removed with thirty days of expiration of this lease. Trailer shall be for the exclusive use and owned by the Lessee. Location of trailer to be determined by Kent Parks & Recreation.
- 5.3** The Lessee shall be permitted to install a temporary sign at the park entrance. Size and style of sign shall be approved by Lessor and shall be removed at the expiration of this Lease. Sign must conform to the City of Kent Sign Regulations.

#### **Article 6 - Taxes**

- 6.1** The Lessor shall be responsible for payment of all local, state, and federal taxes that are applicable as a result of the livery and concession stand operation.

#### **Article 7 - Theft and Vandalism**

- 7.1** Each party shall be responsible for their own property, and for any losses and/or damages sustained as a result of theft or vandalism.

#### **Article 8 - Repair of Premises**

- 8.1** Lessor at all times, and at its cost, shall keep and maintain the Demised Premises in a good state of repair, all to the reasonable satisfaction of Lessee, except for loss by fire or other casualty. Lessee shall not do any acts which damage the premises. If Lessee or its employees cause damage to the premises, it shall be Lessee's responsibility to repair said damage areas.

## **Article 9 - Insurance**

- 9.1** The Lessee shall provide the City of Kent with a Certificate of Liability Insurance naming the City as an additional insured in the amount of \$1 Million per occurrence and \$2 Million aggregate and sufficient to meet the City of Kent's insurance carrier standards (**attached hereto as Exhibit "B" and made a part hereof**).

## **Article 10 - Indemnity of Lessor**

- 10.1** As a public institution Lessee is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, Lessee agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of Lessee's obligation to indemnify Lessor under this Agreement, Lessee hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to Lessee's role in connection with this Agreement.

## **Article 11 - Compliance with Laws and Ordinances**

- 11.1** Lessee shall comply with all federal, state, county, and city laws and ordinances, and rules and regulations of any duly constituted authority, affecting or respecting the Demised Premises, or the use or occupancy of same.

## **Article 12 – Assignment and Sub-Letting**

- 12.1** Lessee shall not, except with the prior written consent of Lessor, which consent will be withheld for reasonable cause, during the terms of this Lease, or any renewal or extension hereof, assign this Lease, or its rights hereunder, or sublet all or part of the Demised Premises. In any event, Lessee shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all of the terms, covenants and conditions undertaken by Lessee.

## **Article 13 - Covenant of Title**

- 13.1** Lessor assures Lessee that Lessor has full right and lawful authority to enter into this Lease for the term of this Lease, or any renewal or extension hereof.

## **Article 14 - Lessor's Right of Re-Entry**

- 14.1** Lessee covenants and agrees with Lessor that any one or more of the following events shall be considered events of default as said term is used herein:
- (a) Lessee shall make assignment for the benefit of creditors or shall apply for

or consent to the appointment of a receiver for Lessee; or

- (b) A decree or order appointing a receiver of the property of Lessee shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or
- (c) Lessee shall vacate the Demised Premises or abandon the same during the term hereof; or
- (d) Lessee shall default in payment of rent by not delivering same for ten (10) days after due and not correcting such default within five (5) days after receipt of notice of such default in writing; or
- (e) Lessee shall default in any of the other covenants or agreements herein contained to be kept, observed and performed by Lessee, and such default shall continue twenty (20) days after notice thereof in writing to Lessee.

Upon the occurrence of one or more of such events of default, it shall be lawful for Lessor, at its election, to declare the said term ended and the said Demised Premises and the buildings and improvements then situated thereon, or part thereof, either with or without process of law, to re-enter, and eject Lessee and all persons occupying the same under it and, remove and put out, and regain possession of said premises and the buildings and improvements then situated thereon and again to repossess and enjoy, without such re-entry and repossessions working a forfeiture of the rents to be paid and the covenants to be performed by Lessee during the full term of this agreement. If default shall be made in any covenant, agreement, condition or undertaking herein contained to be kept, observed and performed by Lessee, other than the payment of rent as herein provided, which cannot with due diligence be cured within a period of twenty (20) days and if notice thereof in writing shall have been given to Lessee, and if Lessee, prior to the expiration of twenty (20) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then Lessor shall not have the right to declare said term ended by reason of such default; provided, however, that the curing of default in such manner shall not be construed to limit or restrict the right of Lessor to declare said term ended and enforce all of its rights and remedies hereunder for any other default not so cured.

#### **Article 15 - Holding Over**

- 15.1** In the event Lessee shall continue to occupy the Demised Premises after the last day of the term hereby created, or after the last day of any renewal or extension of said term, and Lessor shall elect to accept rent thereafter, only a month-to-month tenancy shall be created.

## **Article 16 - Utilities and Services**

- 16.1** There is currently no water service available at this park.
- 16.2** Lessor shall furnish a port-a-pot temporary restroom facility in the park during the term of this Lease.

## **Article 17 - Lessee's Right to Perform**

- 17.1** If Lessor fails to make repairs or do any work required by Lessor by the provisions of this Lease, or in other respect fails to perform covenants or agreements in this Lease contained on the part of Lessor to be performed, then and in such event after the continuance of such failure or default for thirty (30) days after notice in writing thereof is given by Lessee to Lessor, Lessee may cure such defaults, all on behalf of, and at the expense of, Lessor; provided, however, that Lessee shall have the right to remedy such default without notice in the event of an emergency. Lessee may further do all necessary work and make all necessary payments in connection therewith, including, but not limited to, the payment of attorneys fees, costs and charges of or in connection with legal action which may reasonable have been brought. Lessor shall pay to Lessee forthwith an amount so paid by Lessee.

## **Article 18 – Access to Premises**

- 18.1** Lessor, agents, employees, officers and independent contractors of Lessor, shall have access to the Demised Premises at all reasonable times during business hours for the purpose of inspecting and maintaining same. Except in emergencies, Lessor shall give Lessee twenty-four (24) hours notice prior to entering premises to make repairs or alterations.

## **Article 19 – Governing Law**

- 19.1** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

## **Article 20 – Grammatical Usage**

- 20.1** In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

## **Article 21 – Successors and Assigns**

**21.1** All warranties, covenants and agreements herein shall inure to the benefit of, and be binding upon, the heirs, devisees, executors, administrators, successors and assigns of Lessor and Lessee.

**Article 22 – Entire Agreement**

**22.1** This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the extent permitted by law.

**Article 23 – Service of Notice**

**23.1** Whenever under this Lease, or under any statute or ordinance, provision is made for notice of any kind, it shall be deemed a sufficient notice and service thereof if the said notice to the Lessee is in writing, addressed to the last known post office address of the Lessee or addressed to the Demised Premises and deposited in the mail. Notice to the Lessor shall be deemed sufficient notice and service thereof if the notice is sent by Certified Mail to the address where the last rental payment was made. Notice need be sent to only one Lessee where the Lessee consists of more than one person.

**Article 24 – Harmony and Cooperation**

**24.1** It is mutually agreed that the parties will cooperate and work to provide a harmonious relationship during the tenancy of Lessee; the beginning rentals, being favorably competitive and advantageous to Lessee, represent the good faith of Lessor toward establishment of an equitable business relationship with Lessee.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**LESSOR:**

**CITY OF KENT  
PARKS & RECREATION**

By \_\_\_\_\_  
John Idone, P & R Director  
497 Middlebury Road  
Kent, OH 44240

**LESSEE:**

By \_\_\_\_\_  
By \_\_\_\_\_



# RENTAL AGREEMENT

ADDRESS 15 Longwood Ave  
~~1044 Hudson Rd~~

TENANT Mrs. Tina K...

OCCUPIED FROM Nov. 5-99 AT \$ 555.00 PER MONTH, PAYABLE ON THE 5th DAY OF EACH MONTH.

Present Address 3127 Denny Rd Ravenna  
Street Town/City  
Ohio 44266 626-3860  
State Zip Phone

Nearest Relative Pat and Ted Koslosky  
3113 Denny Rd Ravenna  
Street Town/City  
Ohio 44266 626-3559  
State Zip Phone

Residence References (2) A. Lenny and Penny Vasil 626-5371  
Full Name Phone  
2145 Frost Rd Streetsboro 44241  
Street Town/City Zip  
 B. Chris Mackward 330-388-2771  
Full Name Phone (cell. Phone)  
Elm Mantua 44255  
Street Town/City Zip

Number in family 3 including 1 children.

Employed By Lester Precision Die Casting Inc.  
 Supervisor Dennis (3rd shift)

Prior Employer International Refractory Services 216 641-7667  
Joe Collins

1) The tenancy herein created shall be for a period of 12 months, and thereafter it shall be on a month-to-month basis subject to all of the provisions herein set forth. The tenant shall forfeit the deposit stated in item 10 if he/she should fail to occupy said premises for \_\_\_\_\_ months. Rents are due and payable one (1) month in advance to \_\_\_\_\_

without any deductions whatsoever. Tenant will be charged with rent and care of premises until keys are returned to Mary G...

- 2) Tenant shall make arrangements at his or her expense for all public utilities including water, and shall pay for said utilities in addition to the rental herein provided.
- 3) Tenant has examined and knows the condition of said premises and has received the same in good order and repair and will surrender possession of said premises in a good condition, as reasonable and careful use will permit.
- 4) Dogs, cats, or other animals shall not be kept as pets, nor shall they be allowed on the premises. DOG OK

Continued on Page 2 . . .

- 5) The premises are to be used as a private residence only.
- 6) The owner or agent shall have the right to enter and inspect any portion of the premises or buildings at all reasonable times to examine the condition and perform such service and make such repairs or alterations as the owner may deem advisable. *THIS CLAUSE, HOWEVER, SHALL NOT BE CONSTRUED TO REQUIRE THE OWNER TO PERFORM ANY SERVICE.*
- 7) The tenant will be charged for damage to appliances, furnishings, plumbing, sewage stoppage, or broken glass caused by carelessness, or any damage to said property during tenant's occupancy other than normal wear and tear. Owner has the right to deduct cost of same from security deposit.
- 8) The owner shall be liable for any damages to any property on said premises or in said building from water, rain, or snow which may leak into, issue or fall from said building, of which the premises hereby rented are a part, from the pipes, plumbing or from any other place; and the tenant shall notify the owner or agent at once in case of leaks in plumbing, roof or other leaks which may cause damage to the building.
- 9) No painting or alterations including nails in walls for any purpose shall be made without the written consent of the owner or agent.
- 10) In addition to paying the first and last month's rent, the tenant is hereby depositing the sum of \$ 575.00 payable as security for the performance of the obligations undertaken by the tenant and upon vacation of the premises the owner shall return the same without interest charged less any claims he/she may have against the same. Said deposit shall in no way be applied upon rent.

11) The tenant shall <sup>NOT</sup> have the right to sublet said premises, ONLY UPON RECEIVING WRITTEN APPROVAL OF THE OWNER.

12) The tenant shall give thirty (30) days written notice of moving prior to the date of vacating premises.

1. Increased to \$600<sup>00</sup> month 11-5-04  
continue to pay rent

utilities: gas  
electricity  
water & sewer

8/10 = need for windows

I hereby agree and assent to the above agreement with the rules and regulations cited therein.

Amount Paid \$ 1,150.00  
Ch. No. 464

Tenant \_\_\_\_\_  
Tina L. Koslosky

We hereby accept this application and approve the tenant.

Mary E. [Signature]

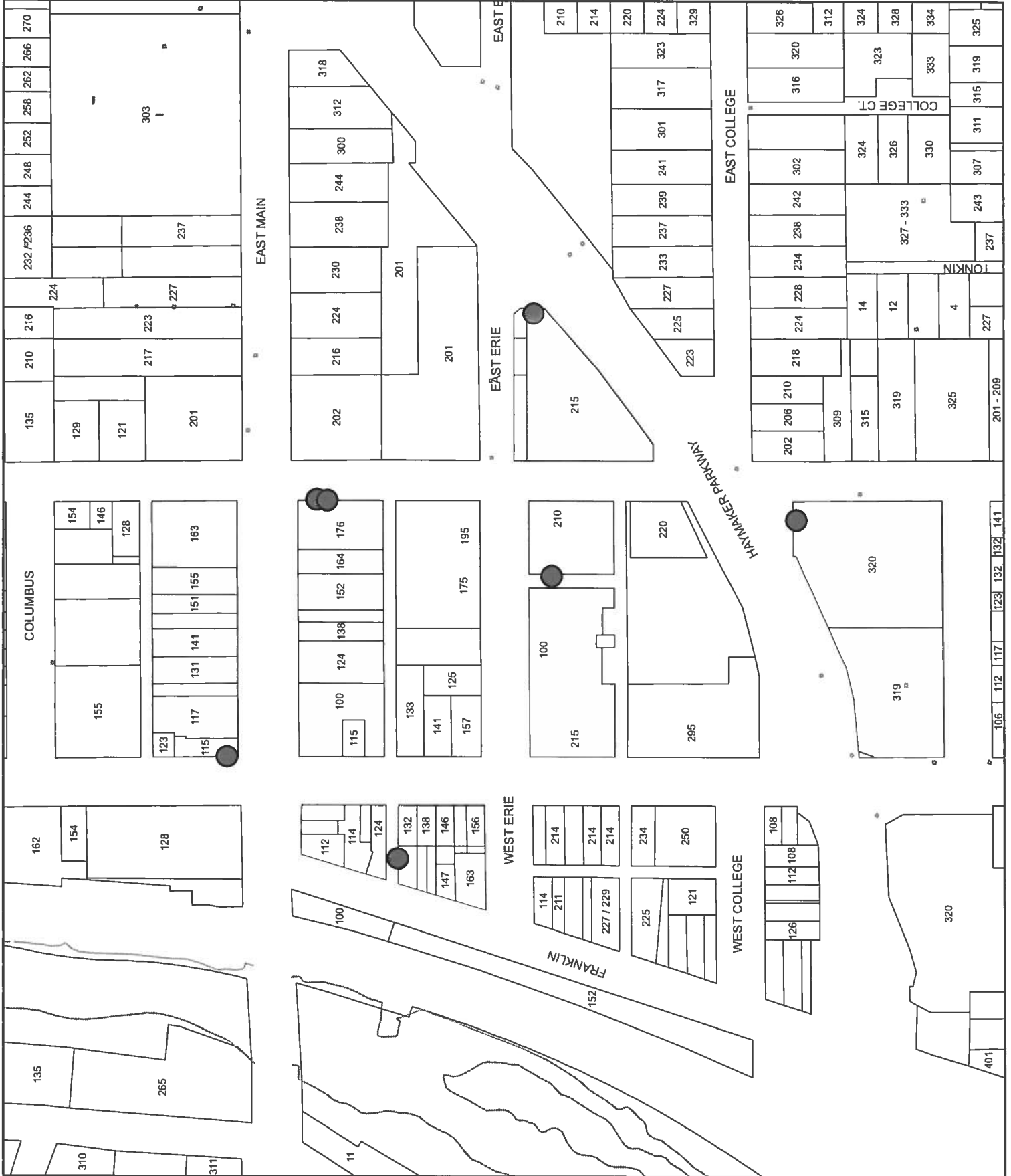
Owner Charles [Signature]



# Utility Box Art Locations



80 40 0 80 Feet





# CITY OF KENT, OHIO

DEPARTMENT OF LAW

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**TO: CITY COUNCIL, MAYOR FIALA, DAVE RULLER**  
**FROM: JAMES R. SILVER** *JRS*  
**DATE: MARCH 23, 2016**  
**RE: PARKS & RECREATION LEASE EXTENSION**

The Parks & Recreation Board voted to extend their lease for 1205 West Main Street, Kent, Ohio with Dono Development Limited Partnership for one year with an option to extend it for a second year.

The terms of the extension are spelled out in the attached lease. The rent will increase as described.

The Parks & Recreation Board would like City Council's approval of the extension of the lease for 1205 West Main Street.

## LEASE

THIS LEASE is made and executed as of the date of the last party to sign below, by and between **DONO DEVELOPMENT LIMITED PARTNERSHIP**, an Ohio limited partnership, whose address is P.O. Box 1403, Stow, Ohio 44224, hereinafter referred to as "Lessor" and **CITY OF KENT PARKS AND RECREATION** whose address is 497 Middlebury Rd. Kent, Ohio 44240 hereinafter referred to as "Lessee".

In consideration of the mutual undertakings of the parties, as hereinafter set forth, it is agreed to by and between the parties as follows:

1. **PREMISES**: Lessor does hereby let and lease unto Lessee, and Lessee does hereby take and hire from Lessor, the premises commonly known as the Building and the land owned by Lessor on which such Building is situated, including the parking spaces, entranceways, exit-ways, and driveways, commonly known as 1205 West Main Street, Kent, Ohio 44240, hereinafter referred to as the "Premises".

2. **TERM**: The initial term of this Lease will commence effective May 01, ~~2013~~ 2016 and will end at midnight on April 30, ~~2016~~ 2017 ("Initial Term") Subject to annual appropriations by the Lessee. ~~Lessee to gain access to Premises on April 19, 2013.~~

3. **LEASE YEAR**: As used herein the term "Lease Year" means May 1 – April 30.

4. **BASE RENT**: Lessee must pay to Lessor, as rent for the Initial Term, on the first day of each month, in advance, the following monthly rent:

- a. ~~\$2,100.00~~ \$2,600.00 per month for the period of time from May 1, ~~2013~~ 2016 through April 30, ~~2014~~ 2017.
- b. ~~\$2,300.00~~ \$2,650.00 per month for the period of time from May 1, 2014 2017 through April 30, ~~2015~~ 2018.
- c. ~~\$2,500.00~~ 2,700.00 per month for the period of time from May 1, 2015 2018 through April 30, ~~2016~~ 2019.

5. **OPTION TO RENEW**: Provided Lessee, at all times, has faithfully, promptly and fully complied with its obligations as contained in this Lease, Lessee will have the exclusive right and option to renew this Lease for an additional one (1) year term ("1st Renewal Term"), by giving prior written notice to the Lessor at least ninety (90) days prior to the commencement date of each such Renewal Term of its election so to renew. Such first option to renew shall start at ~~\$2,600.00~~ \$2,750.00 rent per month

6. **"AS-IS" CONDITION**: Except as otherwise set forth in this Lease, Lessee is taking the Premises as is. Lessor makes no representations or warranties whatsoever concerning the Premises, including but not limited to warranties as to the existing zoning or other governmental requirements lawfully permit the use of the Premises for such purposes; or

whether the Premises are free from environmental contamination or free from contamination by hazardous wastes, hazardous substances, toxic wastes, toxic substances or any other substances, by whatever name called, which are prohibited, restricted or otherwise regulated by any federal, state or local governmental entity or authority, including but not limited to the United States EPA, the Ohio EPA and/or any municipal or county health department. ~~Lessor shall remove coolers on or before July 31, 2013.~~

7. **SECURITY DEPOSIT:** ~~At the time of execution of this Lease, Lessee must pay~~ has paid under prior lease to Lessor a security deposit in the sum of \$4,600.00. Lessor will have no obligation to pay interest thereon. Such security deposit may be returned to Lessee upon the termination of this Lease, provided that, at such time, no uncorrected Event of Default exists. If, during the term of this Lease or any renewals thereof, Lessee should commit an Event of Default, Lessor will have the right, but not the obligation, to use such security deposit to the extent which is necessary to pay for the cost of carrying any such Event of Default and, upon written notice begin given by Lessor to Lessee describing such Event of Default and any expenditures made by Lessor, Lessee must, forthwith, pay the amount of such expenditures to Lessor so that such security deposit, at all times, is maintained at the initial level of \$4,600.00.

8. **IMPROVEMENTS BY LESSEE:** Lessee will remove and discard stained and torn carpeting and install a portable floating floor system. Lessee will not remodel, improve, alter or otherwise change the Premises or any improvements situated thereon or any landscaping or other vegetation situated thereon without the express prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Lessee, at its option, may remove the floating floor system at the end of the Lease.

9. **USE OF PREMISES:** Lessee will use and occupy the Premises solely for the purpose of conducting a recreation facility thereon and for other uses and purposes reasonably incidental thereto.

Lessee must, at all times, keep the Premises clean, neat and tidy, and free of accumulations of trash, debris and rubbish. Lessee must cause all trash, debris and rubbish generated from its business operations to be promptly placed into suitable containers on the Premises and promptly removed from the Premises, at least once per week. Lessee must not commit waste.

In addition, Lessee will be responsible for promptly picking up and placing into containers within the Premises any bottles, glass, cans, paper, trash or other debris placed, discarded, thrown or otherwise deposited on the parking areas or other portions of the grounds by Lessee and by any of its agents, servants, employees, invitees, customers and/or contractors.

10. **COMPLIANCE WITH LAWS:** Lessee must use and occupy the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations and lawful directives of all political entities having jurisdiction thereof.

11. **NO MECHANIC'S LIENS:** In the event that any mechanic's lien should be filed against the Premises as a result of any work performed and/or materials furnished on, at or

for the benefit of the Premises, by Lessee, or by any person or party claiming by, through or under Lessee, including but not limited to any contractor, subcontractor, materialman, laborer, architect or engineer, Lessee must, within thirty (30) days following its receipt of written notice from Lessor that any such lien has been filed, cause such lien to be discharged as a cloud against the title of Lessor by payment, release or use of the statutory bonding procedure.

12. **REPAIRS AND MAINTENANCE:** Lessor must make all repairs and replacements to the Premises and maintain the Premises so as to keep the entire Premises, and also any sidewalk abutting the Premises, in a good state and condition of repair, in a lawful condition, in a safe condition, and, where applicable, in good working order, both interior and exterior, mechanical and non-mechanical, structural and non-structural, foreseen and unforeseen. Lessee may not alter the Premises without the express prior written consent of Lessor. Lessor's obligations hereunder will include but are not limited to the roof and all doors of the Premises and all hardware thereof. It will be the obligation of Lessee to promptly replace all glass that is broken, cracked or perforated, and door locks.

Without limiting the foregoing, it will be the obligation of Lessee, as concerns any HVAC system serving the Premises, and as concerns any hot water tank located within the Premises, to use and operate the same in a careful and safe manner and in accordance with the operating and maintenance requirements of the manufacturers thereof, and cause the same to be periodically inspected and serviced, including adjustments, replacement of filters, cleaning and lubrication, all at the sole cost and expense of Lessee.

13. **FIRE AND EXTENDED COVERAGE INSURANCE BY LESSOR:** Lessor will, at all times, keep the Building, including the Premises (but not the contents thereof) insured with a broad form policy of fire and extended coverage insurance in an amount not to exceed 100% of the replacement cost thereof, and Lessor shall pay all premiums pertaining to such insurance coverage. The company or companies providing such insurance coverage must have and must maintain a rating of "A", or better, as such rating is defined by Best's Insurance Rating Service.

In the event the Building (including the Premises) should be damaged by a risk insured against pursuant to such insurance coverage, Lessor will promptly repair and restore the same to substantially that condition prevailing immediately prior to the date of such damage, as soon as reasonably practicable after Lessor's receipt of the insurance proceeds payable as a result of such damage, except as otherwise hereinafter provided.

If, in the event of any such damage as described herein, the usability of the Premises for the business purposes of Lessee should be adversely affected, the rent that Lessee is required to pay to Lessor will be reduced and abated in proportion to such diminished usability of the Premises for the business purposes of Lessee from the date of such damage until the date on which such repair and restoration work has been completed, or four (4) months, whichever is the shorter period of time, but only in the event that such damage was not caused or contributed to, in any respect, by Lessee or any of its agents, servants, employees, invitees, customers and/or contractors.

Provided further, however that if such damage to the Building is so extensive that the cost of repair and restoration should exceed twenty-five percent (25%) of the then replacement cost of such Building, Lessor will have the right, upon written notice given to Lessee within thirty (30) days after the date of such damage, to elect not to repair and restore, but to terminate this Lease, in which event Lessee must promptly remove all of its property and effects from the Premises and both parties will be relieved of all further obligations hereunder except those which have then accrued.

Provided further that in the event of damage, under circumstances where Lessor has the obligation of performing the required repair and restoration work, or has elected to do so, if Lessor has not completed the required repair and restoration work pertaining to the Premises within four (4) months following the date of such damage, Lessee will have the right, by giving written notice to Lessor within fifteen (15) days following the end of such four (4) month period of time, to terminate this Lease, whereupon both parties will be relieved of all further obligations hereunder except those which have then accrued.

14. **LIABILITY INSURANCE BY LESSEE**: Lessee must, at all times, keep the Premises, and all uses and activities conducted thereon, insured with a broad form policy of liability insurance which, initially, will be in the amount of at least \$1,000,000.00, single limit, for bodily injuries (including death) and property damage. Lessee must pay all premiums pertaining to such insurance coverage. Lessor must be named as an additional insured pursuant to such insurance coverage. Lessee must at all times keep on deposit with Lessor current certificates of insurance evidencing the continued existence of such insurance coverage. Such insurance coverage will not be modified or cancelled except upon at least thirty (30) days prior written notice being given to Lessor. The company or companies providing such insurance coverage must have and must maintain a rating of "A", or better, as such rating is defined by Best's Insurance Rating Service, and the form of the policy or policies evidencing such insurance coverage will be subject to the written approval of Lessor, which approval will not be unreasonably withheld or delayed. Lessor will have the right to require Lessee to increase the amount of such coverage, from time to time, in reasonable increments, to compensate for inflation and other economic factors.

15. **REAL ESTATE TAXES AND ASSESSMENTS**

In the event of the enactment of any tax imposed against rent, as such, or the right to receive rent, as such, whether the same is denominated as a "sales tax", or is called something else, any such tax which pertains to the rent described in this Lease must promptly be paid by Lessee either to Lessor or to the appropriate taxing authority, whichever is designated by Lessor, to the end that no such tax will diminish the net rent to be received by Lessor pursuant to this Lease.

In the event that any new special assessments should be imposed against the premises of Lessor at this location following the date hereof, which, by law, can be paid in installments, Lessor will elect to have the same paid in the maximum number of installments permitted by law.



Lessee must promptly pay to the appropriate taxing authority all personal property taxes assessed against any personal property of Lessee located on the Premises.

16. **TRASH REMOVAL AND SNOW PLOWING:** The parties specifically understand and agree that, under no circumstances, will Lessor have the obligation of or be liable for removal of trash or the removal of snow and/or ice or snowplowing and the Lessee will be required to make its own arrangements, separately, as concerns the services described herein.

17. **UTILITY AND SECURITY SERVICES:** Effective as of May 1, 2013–2016, Lessee must pay for all utility services furnished to the Premises, which payment will be made directly to the governmental entity or public utility company furnishing such services on or before the due date thereof. If Lessor elects, in Lessor's sole discretion, to furnish any of the above utilities, Lessee must pay Lessor for the cost of such utilities, but the rate will be the same as would apply if Lessee could obtain similar services directly from the utility company.

18. **SUBORDINATION OF LEASE:** Lessor reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Premises, and the Lessee covenants and agrees to execute and deliver, upon demand, such further instruments subordinating or evidencing the subordination of this Lease to the lien of any such mortgage or mortgages as may be desired by the Lessor or by any mortgagee, or proposed mortgagee, and hereby irrevocably appoints the Lessor the attorney in fact of the Lessee to execute and deliver any such instrument or instruments to so subordinate this Lease for and in the name of the Lessee, provided that the holder of any such mortgage or any person claiming under said mortgage must enter into an agreement with Lessee, in recordable form, that in the event of foreclosure or other right asserted under the mortgage by the holder or any assignee thereof, this Lease and the rights of Lessee hereunder will continue in full force and effect and will not be terminated or disturbed unless the Lessee is in default under this Lease.

19. **ESTOPPEL CERTIFICATES:** Each party hereto agrees to furnish to the other party hereto, within a reasonable time after receipt of written request therefor, a customary type of estoppel certificate in general use by institutional lenders whose main office is situated in Summit County, Ohio provided that:

- a. The execution of any such estoppel certificate may not impose upon the party executing the same any obligations or duties which are different from or are in addition to those obligations and duties set forth in this Lease, with only one exception, to-wit, the obligation of notifying such lender in the event of a default of this Lease and affording to such lender the same period of time as is set forth in this Lease to correct any such default; and
- b. As a condition to the execution of any such estoppel certificate, and before delivery thereof, the party requesting such certificate must pay to the party who is being requested to execute such certificate the reasonable attorneys' fees of such latter party incurred in connection with the review of such

certificate and/or the modification thereof to bring such certificate into compliance with the provisions of this Lease.

20. **TRADE FIXTURES**: Lessee will have the right to install, replace, substitute, use and remove its trade fixtures (including its machinery, equipment and the floating floor) provided that, at the termination of this Lease, Lessee must remove the same from the Premises and must repair all damages to the Premises resulting from the installation, replacement, substitution, use and removal thereof. Lessee agrees that any equipment, fixtures, or personal property left after expiration or termination of this Lease will be deemed abandoned and will become the sole property of Lessor.

21. **EMINENT DOMAIN**: If, as a result of eminent domain proceedings, or settlement under threat or in lieu thereof, any portion of the Building should be taken, or The company or companies providing such insurance coverage must have and must maintain a rating of "A", or better, as such rating is defined by Best's Insurance Rating Service twenty percent (20%) or more of any parking spaces situated on the premises of Lessor at this location should be taken, and in the further event that, because of any one or more of the foregoing, the Premises are rendered no longer reasonably fit and suitable for the business purposes of Lessee, then Lessee will have the right to terminate this Lease as of the date that possession is required by the public body.

All proceeds from the entity doing the eminent domain resulting from any of the foregoing events entitling Lessee to terminate this Lease, and pursuant to which Lessee does, in fact, terminate this Lease, must be paid to Lessor, with the following exceptions:

- a. If any trade fixtures of Lessee are taken, the award or settlement relating thereto will belong to Lessee.
- b. Lessee will have the right to make claim against the public entity for Lessee's moving and relocation expenses, provided that the payment of such claim does not reduce or diminish the award or settlement to which Lessor would otherwise be entitled.

If Lessee, having the right to terminate this Lease, as provided above, does not elect to so terminate, or if there should be a taking of a minor nature, which does not permit Lessee to terminate this Lease pursuant to the provisions stated above, and if the taking which has occurred materially and adversely affects the value of the Premises for Lessee's business purposes, then the Base Rent which Lessee is otherwise required to pay will be appropriately reduced in proportion to such reduced value, all proceeds resulting from any of the foregoing events will be paid to Lessor, and Lessor will use the same to repair and restore the Premises, to the extent reasonably possible, to that condition existing immediately prior to the taking, and the balance thereof, if any, will be retained by Lessor.

If eminent domain proceedings should be commenced against Lessor, Lessor will, as soon as reasonably practicable, notify Lessee, in writing, of the commencement of such proceedings and provide Lessee with a copy thereof.

22. **ACCESS TO PREMISES BY LESSOR**: Lessor and its duly authorized agents, employees, representatives and independent contractors will have the right to enter upon the Premises, at all reasonable times after reasonable notification to Lessee, if it is not an emergency situation, for the purpose of examining and inspecting the Premises and all buildings and other improvements thereon, performing repair, maintenance and other work, and showing the Premises to prospective purchasers and lessees.

23. **DEFAULT BY LESSEE**: Each of the following will be considered as an Event of Default of this Lease by Lessee:

- a. If Lessee should fail to pay any installment of Base Rent, Additional Rent, or any other monetary obligation required to be paid by Lessee by the due date thereof, and such failure should continue for five days, or more, after Lessee's receipt of written notice from Lessor specifically describing any such failure.
- b. If Lessee should fail to keep and perform any other term, covenant, or condition of this Lease and such failure should continue for thirty (30) days, or more (except as hereinafter provided for), after Lessee's receipt of written notice from Lessor specifically describing any such failure.
- c. If bankruptcy, or any other type of debtor relief proceedings should be filed by Lessee, as a result of which any creditor of Lessee or court appointed official legally obtains possession of the Premises.
- d. If bankruptcy, or any other type of debtor relief proceedings should be filed against Lessee, as a result of which any creditor of Lessee or court appointed official legally obtains possession of the Premises, and any such proceedings should not be terminated within sixty (60) days following the filing date thereof.

Provided, however, that if Lessee should fail to perform any term, covenant or condition of this Lease other than one requiring the payment of rent or other monetary payment required to be paid by Lessee, and Lessor has given the required written notice to Lessee as provided for above relative to such failure, and Lessee, within the above stated grace period of thirty (30) days, diligently and in good faith undertakes to attempt to rectify or cure such failure, but is not able to do so during such grace period because of a cause or causes beyond Lessee's reasonable control, and provided further that Lessee continues diligently and in good faith to attempt to cure or rectify such failure and does in fact cause the same to be cured or rectified within a reasonable time after the cause or causes preventing performance by Lessee no longer exist, then Lessee will be deemed to have cured and rectified such failure within the thirty (30) day grace period and no Event of Default will have occurred.

If any Event of Default should occur, Lessor will have the right to any or all of the following: (1) terminate this Lease, upon written notice to Lessee, in which event Lessee must forthwith vacate the Premises and remove all of its property and effects therefrom; (2) expend

whatever sums of money are reasonably necessary to correct such Event of Default, in which event all such sums expended by Lessor will forthwith become due and owing by Lessee to Lessor, together with interest thereon at the highest rate of interest permitted by law; (3) specifically enforce the provisions of this Lease; (4) repossess the Premises to the extent permitted by law; and/or (5) Lessor may elect to pursue any other rights or remedies available to it pursuant to the laws and statutes of the State of Ohio, no single right or remedy being exclusive to Lessor.

24. **LATE CHARGE**: In the event Lessee should fail to pay any installment of rent or any other monetary obligation required to be paid by Lessee by the due date thereof, and such failure should continue for fifteen (15) days, or more, following such due date, Lessee will be obligated to pay a late charge equal to five percent (5%) of any such installment of rent or other monetary obligation which was not paid by the due date thereof, for each month that all or any part of any such installment of rent or other monetary obligation remains unpaid.

25. **ASSIGNMENT AND SUBLETTING**: Lessee may not assign this Lease, and Lessee may not sublet the Premises, or any part thereof, except with the express prior written consent of Lessor, which consent Lessor will not be obligated to give.

26. **LESSEE'S SIGNS**: Lessee will have the right to identify the Premises by one or more appropriate signs located on the Premises provided that all of such signs, in all respects, and at all times, fully comply with all building, zoning and other code requirements of the City of Kent. Any such sign so constructed, placed, erected or attached will remain the property of Lessee and will be treated as a trade fixture of Lessee, which must be removed at the termination of this Lease, and all damages caused by the construction, erection, placement, affixing, use and removal thereof will be repaired by Lessee on or before the termination of this Lease. Lessee, at all times, must keep and maintain such signs in a good state and condition of repair, and of good appearance, at its sole cost and expense.

27. **COVENANT OF QUIET ENJOYMENT**: Provided that Lessee has performed its obligations hereunder, Lessee will have the peaceable and quiet enjoyment of the Premises, and all parts thereof, without let or hindrance by Lessor, or any party lawfully claiming said Premises or any part thereof by, through or under Lessor, subject to the terms of this Lease.

28. **TITLE TRANSFER BY LESSOR**: In the event title to the Premises should be transferred or conveyed by Lessor, Lessor will have no further obligations hereunder except to perform those Lessor obligations which are in existence and have accrued as of the date of such transfer or conveyance, conditioned upon the fact that the new owner of the Premises will agree, in writing, to perform the obligations of Lessor as set forth in this Lease from and after the date of such transfer or conveyance.

29. **SURRENDER OF PREMISES**: At the termination of this Lease, Lessee must deliver up and surrender the Premises, and all parts thereof, in as good state and condition of repair as Lessee received the premises at the beginning of the Lease, and (where applicable) in good operating condition (normal wear and tear excepted), and as elsewhere set forth in this Lease. Lessee must remove all contents from the Premises, including trash and debris, and must

leave the Premises in a "broom clean" condition, and must deliver to Lessor all keys to the Premises.

30. **"NET-NET-NET" LEASE:** The parties intend that this Lease be a "net-net-net" lease, sometimes referred to as a "triple net" lease, meaning that, in addition to the rent provided for herein, Lessee must pay, cause to be paid and/or provide for all costs and expenses relating to the Premises and Lessee's use and occupation thereof, foreseen and unforeseen, which may arise or become due during the term of this Lease and any renewals thereof. Lessor shall provide separate utility meters for the space described herein in order to calculate Lessee's utility bills.

31. **BINDING EFFECT:** The provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

32. **ENTIRE AGREEMENT:** This Lease expresses the complete and entire agreement between the parties and no promise, representation, warranty, covenant, agreement or other undertaking not specifically contained herein will be binding upon or inure to the benefit of either party hereto.

33. **TITLE HEADINGS:** The title headings hereof are intended for convenience purposes only and will not be used to construe or interpret this Lease.

34. **NO MODIFICATIONS:** This Lease will not be altered, changed or otherwise modified except by a written document executed by all parties hereto.

35. **MEMORANDUM OF LEASE:** This Lease will not be recorded. However, at the request of either party hereto, a short form memorandum of lease may be drafted by the party making the request, executed by both parties, and recorded at the cost of the party making the request so as to make this Lease a matter of public record.

36. **MISCELLANEOUS PROVISIONS.**

- a. **Notices.** All notices and other communications under this Lease must be in writing and will be considered to be effective as of:
- (i) the date personally delivered to that party at the address for that party set forth below;
  - (ii) the date sent by facsimile transmission (with electronic confirmation) to that party at the facsimile number for that party set forth below;
  - (iii) three (3) days after mailing by U. S. certified mail (postage prepaid and return receipt requested) at the address for that party set forth below; or

- (iv) on the date of delivery by Federal Express or any similar express delivery service, fee prepaid, and addressed to the address for that party set forth below.

Lessor

DONO DEVELOPMENT LIMITED  
PARTNERSHIP  
P.O. Box 1403  
Stow, OH 44224  
Fax # \_\_\_\_\_

Lessee

City of Kent – Parks and Recreation  
497 Middlebury Rd.  
Kent, OH 44240  
Fax #330-673-8898

- a. Delivery under this Lease will be considered to be effective when made even though a party refuses to receive the communication. A party may change the party's facsimile number or address for communications under this Lease by giving the other party notice of such change in the manner specified above. If a party changes the party's address or facsimile number and does not notify the other party in the manner specified above, a notice or other communication will be effective three (3) days after it is sent by U. S. regular mail, postage prepaid, to the party's address set forth below.
- b. Governing Law. This Lease is governed by the laws of the state of Ohio, other than those relating to conflicts of laws.
- c. Gender and Number. Where permitted by the context, each pronoun used in this Lease includes all genders and numbers, and each noun used in this Lease includes other numbers.
- d. Non-waiver. A party to this Lease will not be bound by a waiver of any right or remedy that inures to the party's benefit under this Lease unless the waiver is in writing signed by the party. A failure by a party to enforce any right or seek any remedy for a breach by the other party of this Lease does not constitute a waiver of the first party's right to enforce that right or seek that remedy with respect to that or any other breach.
- e. No Third Party Beneficiaries. This Lease is not intended to confer any rights upon a person not a party to this Lease.
- f. Survival. The representations, warranties, and other provisions of this Lease will survive the closing of the transactions to be consummated under this Lease.
- g. Counterparts. This Lease may be executed in separate counterparts with different parties signing different counterparts so long as at least one has

been signed by both of the parties. A party's execution and delivery of this Lease, or any other document relating to the transactions to be consummated under this Lease, may be effected by facsimile transmission.

- h. Timing. Time is of the essence in the fulfillment of each party's obligations under this Lease.
- i. Severability. If a court of competent jurisdiction determines a provision of this Lease to be unenforceable, the court is authorized to reform the provision so that it is enforceable to the maximum extent permitted by law. The unenforceability of any provision of this Lease will not affect the enforceability of any other provision of this Lease.
- j. Injunctive Relief. The parties acknowledge that monetary damages would be an inadequate remedy for a breach of this Lease and that, in addition to any monetary damages, the parties should be entitled to injunctive relief to enforce those provisions of this Lease.
- k. Mutual Drafting. In interpreting this Lease, the presumption that contracts are to be construed against the drafter may not be applicable. The preparation of this Lease was the result of the mutual drafting of the parties and it may not be construed for or against any party.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates hereinafter noted.

**LESSOR:**

**DONO DEVELOPMENT LIMITED  
PARTNERSHIP**

By: \_\_\_\_\_  
Peggy Lyn Donofrio Assaly,  
General Partner

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

**LESSEE:**

**CITY OF KENT –  
PARKS AND RECREATION**

By: \_\_\_\_\_

Name: John J. Idone

Its: Parks & Recreation Director

Date: April 26, 2013

STATE OF OHIO, COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Peggy Lyn Donofrio Assaly, as General Partner of Dono Development Limited Partnership as Lessor.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF Ohio, COUNTY OF Portage, SS:

The foregoing instrument was acknowledged before me this 26th day of April, 2013, by John J. Idone, the Parks & Recreation Director\_for the City of Kent Parks & Recreation Department, as Lessee.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





# CITY OF KENT, OHIO

## DEPARTMENT OF FINANCE

**To:** Dave Ruller, City Manager

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

**Date:** March 29, 2016

**Re:** FY2016 Appropriation Amendments, Transfers, and Advances

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

**Fund 001 – General**

Increase \$ 8,000 Community Support / Other (O&M) – Addt'l funding for Bike Share Program per Council previously approved MOU with KSU, per J. Bowling 3/22/16 memo.

Increase \$ 3,050 Engineering / Other (O&M) – Reappropriate 2014 funding due to Vendor name change on 2014 Purchase Order / necessity to enter new P.O. for remaining balance, per J. Bowling 3/3/2016 memo.

**Fund 121 – State & Local Forfeits**

Increase \$ 5,000 Police / Other (O&M) - Reappropriate 2015 funds – unexpended bal. per Chief Lee's memo of 3/28/2016

**Fund 122 – Drug Law Enforcement**

Increase \$ 11,000 Police / Other (O&M) - Reappropriate 2015 funds – unexpended bal. per Chief Lee's memo of 3/28/2016

**Fund 123 – Enforcement & Education**

Increase \$ 8,000 Police / Other (O&M) - Reappropriate 2015 funds – unexpended bal. per Chief Lee's memo of 3/28/2016

**Fund 125 – Law Enforcement Trust**

Increase \$ 5,500 Police / Other (O&M) - Reappropriate 2015 funds – unexpended bal. per Chief Lee's memo of 3/28/2016

**Fund 126 – Community Development Block Grant (CDBG)**

Increase \$ 1,990 Community Development / Capital - Reappropriate 2014 funding due to Vendor name change on 2014 Purchase Order / necessity to enter new P.O. for remaining balance, per J. Bowling 3/3/2016 memo.

**Continued**

**Fund 202 – Sewer**

Increase	\$ 20,000	Service / WRF / Capital - Addt'l to complete the replacement of WRF Truck #104 originally budgeted in 2015 but not completed per W. Schesventer 2/25/2016 memo.
Increase	\$ 14,000	Service / Capital Facilities / Capital – Addt'l funding for unplanned sewer repairs on College Ave./ Hudson Rd. per J. Bowling memo dated 3/14/16.
Increase	\$ 70,000	Service / Central Maint. / Other (O&M) – Initial funding for Pilot Program to replace sanitary sewer laterals within Public ROW approved by KCC in November, 2015.

**Fund 208 – Storm Water**

Increase	\$ 11,000	Service / Capital Facilities / Capital – Addt'l funding for unplanned sewer repairs on College Ave./ Hudson Rd. per J. Bowling memo dated 3/14/16.
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**Fund 301 – Capital Projects**

Increase	\$ 50,000	Service / Central Maint. / Capital – Addt'l funding for Salt Conveyor System to mitigate large increases in supplier charges for salt piling per G. Roberts 3/21/2016 memo.
Increase	\$ 268	Service / Capital Facilities / Capital – Reappropriate 2014 funding due to Vendor name change on 2014 Purchase Order / necessity to enter new P.O. for remaining balance, per J. Bowling 3/3/2016 memo.
Increase	\$ 13,700,000	Service / Capital Facilities / Capital – Reappropriate Summit Street Project 2015 funding subsequent to 2016 update of Certificate of Estimated Resources with Portage County to maintain budgetary/audit compliance.

**Fund 302 – M P I T I E**

Increase	\$ 369,500	Budget & Finance / Debt / Debt Service- Appropriate excess fund reserves to payoff portion of DKC debt attributable to TIF District Land Acquisition in 2010 (TransOhio Properties and Arthur Properties).
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**Fund 303 – Police Facility**

Increase	\$ 90,000	Safety / Capital Facilities / Capital – Addt'l funding for land acquisition via eminent domain to enable reconstruction of Tonkin Court from its current status as a private drive to a public road providing access to the New Police Facility.
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CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: David Coffee  
Dave Ruller

FROM: Jim Bowling *SS*

DATE: March 22, 2016

RE: Appropriation Request - Bike Share Program

The division of engineering is requesting \$8,000 in appropriations to meet the requirements of the council approved Memorandum of Understanding between Kent State University and the City of Kent for the bike share program. In conjunction with the appropriation request, \$3,000 in additional reimbursements will be received from the Burbick Companies and College Town Kent, LLC who partnered with the City to help fund the program.

Upon discussions with the Budget and Finance Department the funds for the above obligation are requested from the General Fund, Community Support Division (line 001-570-703).

Please contact me if you have any questions on the above request.

c: Linda Jordan  
Brian Huff  
Gene Roberts  
Cathy Wilson  
file


# KENT POLICE DEPARTMENT

319 SOUTH WATER STREET • KENT, OHIO 44240

330-673-7732

MICHELLE A. LEE  
Chief of Police

TO: Dave Coffee  
Director of Budget & Finance

FROM: Michelle A. Lee   
Chief of Police

Date: March 28, 2016

Subject: 2016 Appropriation of Funds Amendments

The trust fund budgets currently have zero balances. Please re-appropriate funds to reflect the balances for the beginning of 2015. The amounts for each trust fund are as follows:

121 State & Local Forfeits	\$5,000.00
- 121.010.510.106.7350	\$1,000.00
- 121.010.510.106.7420	\$4,000.00
122 Drug Law Enforcement	\$11,000.00
- 122.010.510.106.7340	\$5,000.00
- 122.010.510.106.7390	\$3,000.00
- 122.010.510.106.7440	\$3,000.00
123 Enforcement & Education	\$8,000.00
- 123.010.510.106.7340	\$4,000.00
- 123.010.510.106.7420	\$4,000.00
125 Law Enforcement Trust	\$5,500.00
- 125.010.510.106.7340	\$1,500.00
- 125.010.510.106.7440	\$4,000.00

Should you have any questions, please do not hesitate to call me.



Manager approval

  
Date

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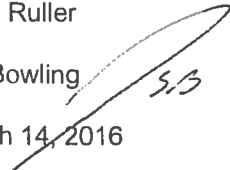
MAR 29 2016

BY   
CITY OF KENT  
BUDGET & FINANCE

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Coffee  
Dave Ruller

FROM: Jim Bowling 

DATE: March 14, 2016

RE: College Avenue Sanitary Sewer and Hudson Road Storm Sewer Repairs  
Appropriation Request

The Service Department is requesting to appropriate \$14,000 in 202 funds and \$11,000 in 208 funds to repair an existing sanitary sewer on College Avenue and an existing catch basin on Hudson Road that were recently found to be damaged. The College Avenue sanitary sewer has a damaged pipe segment that was found during the routine televising of the sanitary sewer as part of the New Police Building. While the Hudson Road catch basin was found to be failing during the design of the Hudson Road water main project. Both repairs are required to be performed by an outside contractor, because the equipment needed for the repairs is larger than currently available to the Central Maintenance Division.

c: Gene Roberts  
Cori Finney

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: David Coffee  
Dave Ruller

FROM: Jim Bowling *JB*

DATE: March 3, 2016

RE: Appropriation Request

The division of engineering is requesting \$5,306.32 of appropriations divided amongst the following funds:

- Fund 126 - \$1,990.06 *126,04.540.401.7680*
- Fund 301 - \$2,67.21 *267.21* *301,05.560.604.7346*
- Fund 001 - \$3,049.05 *001.05.570.711.7340*

This request is necessary to meet existing contractual obligations with Jones-Stuckey Ltd., Inc. , which has transferred ownership to Pennoni Assoc. Inc. The existing purchase orders that are currently in the name of Jones-Stuckey Ltd., Inc. (PO 14-840 & 14-735) totaling \$5,306.32 will be released in conjunction with the appropriations requested above.

Please contact me if you have any questions on the above request.

*126  
#301* ✓ *Pine St. Design Services  
Reconstruction*

*#001 - BRIDGE STRUCTURE CONSULT*

c: Dan Morganti  
Brian Huff  
Gene Roberts  
Cathy Wilson  
file

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE

MEMO

February 25, 2016

To: Dave Ruller, City Manager  
David Coffee, B&F Director

From: William Schesventer, Facility Manager

RE: WRF Truck 104 Body Refurbishment and Install

In late November 2015 appropriations were asked for and granted for the purpose of replacing WRF truck 104 and also to refurbish the existing aluminum dump body. The request was granted to accomplish this endeavor but the money for the body refurbishment was not encumbered in the process, therefor unfortunately lost to the system. The re-usable aluminum dump body needs updates to the hydraulics, electrical, hinge points and water tight tail gate to be a viable and safe component of the truck. The modifications are estimated to be \$20,000 and would be a considerable savings compared to a new body.

Staff respectfully requests consideration by Kent City Council for appropriation and approval to spend \$20,000 of sewer funds required to make this necessary purchase and to complete the process of truck WRF104 replacement.

Cc: Gene Roberts, Service Director  
John Osborne, Utilities Manager  
Jerome Mullins, Master Mechanic  
file

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BUDGET AND FINAN

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

March 21, 2016

To: ~~Dave Ruller, City Manager~~  
✓ David Coffee, Budget & Finance Director

From: Gene Roberts 

RE: Salt Conveyor System

Central Maintenance Facilities Manager, Gerald Shanley, has requested consideration of an unscheduled purchase of a salt conveyor system. This purchase will be paid for out of the increased cost being charged for piling salt as the cost has risen 490% as outlined below:

Historical Piling Cost per Ton	\$2.50
Current Piling Cost per Ton	\$12.26

The historical and current spend for piling is:

Average Annual Historical Piling Cost (last five years)	\$5,000.00
Average Annual Tonnage Piled	2,000
Projected Annual Piling Cost	\$24,520.00

Purchase of a salt conveyor would be a capital expenses with a short payback:

2016 State Bid List Quote for Salt Conveyor	\$48,378.72
No. Years Payback at Current Piling Cost	2

The issue at hand is one of timing. The City's purchase of a salt conveyor system needs to occur prior to accepting salt on this year's contract otherwise additional costs will be incurred to pile salt and thus less salt will be purchased. The current price will expire on April 1<sup>st</sup> and a new price will likely be posted, hopefully next year's State Bid List will not increase greatly for the current price.

Attached is Gerald's memo and the Kimco quote for the salt conveyor. Staff respectfully requests additional appropriation in the amount of \$50,000 (hopefully sufficient to cover any increase in the 2016-2017 State Bid List price) for the purchase of a salt conveyor system to reducing operating cost.

Cc: Gerald Shanley, Facilities Manager  
John Osborne, Utilities Manager  
file



To: Gene Roberts  
From: Gerald Shanley  
Ref: Salt Piling Conveyor  
Date: March 15, 2016

Gene,

During the 2015-16 snow season we experienced a dramatic increase in salt piling charges to fill the salt barn. The piling charges in the past, 2014-15 season were \$2.50/ton and was invoiced through the trucking company that delivered our salt. In the past five years we can easily estimate that the City paid approximately \$25,000 in piling charges. On November 6<sup>th</sup> 2015, we ordered salt through the Morton Salt Co. and needed a piler. We were told that the trucking company no longer would invoice for the piling charge but instead be charged through the salt provider. These charges were inflated from \$2.50/ton to \$12.26/ton. As a result, we had to receive less salt to cover the increased costs. Those charges were \$14,099. With the 2015-16 season ending, we will be preparing for the 2016-17 snow season which will be approaching in 8 months. We will need purchase approximately 2,500 tons of salt to fill the salt barn. With this, we would like to request emergency funds to purchase a salt piling conveyor. We have met with a representative from Kimco USA Inc. (conveyor manufacturer) to see what machine would work best for the City. The current state bid does have a machine and that information is attached. The purchase price could be paid for in approximately two years if we had to pile roughly 3,500 ton.

Thank you

Gerald Shanley

# QUOTE



118 East Frey Drive  
Marshall, IL 62441  
 toll free (800) 788-1133

DATE	QUOTE #
3/16/2016	Q3166

<b>Name / Address</b>
CITY OF KENT ATTN: MR. GERALD SHANLEY 930 OVERHOLT ROAD KENT, OH 44240

<b>Ship To</b>
CITY OF KENT ATTN: MR. GERALD SHANLEY 930 OVERHOLT ROAD KENT, OH 44240

Date	Rep
3/16/2016	BDC

Item Number	Description	Qty	Each	Total
KC2470SSP/SS	KIMCO KC2470SSP (24" WIDE 70' LONG) 304 STAINLESS STEEL CONVEYOR CONVEYOR WITH 304 STAINLESS STEEL UNDERCARRIAGE AND PTO POWERED	1	36,400.85	36,400.85T
KH4TSS/MS	KIMCO KH4TSS 4-TON SALT HOPPER WITH MILD STEEL GRATES	1	7,122.43	7,122.43T
FREIGHT	DELIVERY OF CONVEYOR AND HOPPER FROM MARSHALL, IL TO KENT, OH (400 MILES)	1	1,700.00	1,700.00
	Sales Tax		7.25%	3,155.44
			<b>Total</b>	<b>\$48,378.72</b>

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Linda Jordan

FROM: Jim Bowling *JB*

DATE: March 22, 2016

RE: AMATS Connecting Communities Planning Grant

The Engineering Division is requesting council committee time to discuss a transportation planning grant opportunity. The Akron Metropolitan Area Transportation Study (AMATS) has recently announced that it is offering up to \$50,000 for a Connecting Communities Planning Grant to its members. The Grant is meant to further the following principles that are part of AMATS' *Connecting Communities - A Guide to Integrating Land Use and Transportation Report*:

- Increase transportation options to connect people and places
- Promote Complete Street principles to create vibrant and safe places for all users
- Leverage transportation projects to develop places which support alternative transportation and complete streets through land use and design.

The engineering division has assessed the City's current transportation needs and determined that there are three needs that may fit the program's criteria. The following is a brief description of the needs that could be submitted for the planning grant.

**Water Street Corridor -**

Limits: Water Street from Haymaker Parkway to Fairchild Avenue

- Needs:
- Improve vehicular, bicycle and pedestrian safety issues
  - Improve pedestrian walkability, especially in regards to crossing Water Street at non-signalized intersections
  - Evaluate on-street parking configuration to maximize spaces while minimizing obstructions to sight distance

**SR 261 Corridor -**

Limits: SR 261 from Middlebury Road to Summit Street

- Needs:
- Improve traffic safety, especially at intersections
  - Incorporate additional modes of transportation along the SR 261 corridor
  - Increase potential land use along the corridor with removal of limited access designation
  - Reduce long term maintenance and replacement costs associated with under utilized facility

**SR 59/Water/Summit/Lincoln Streets Area -**

Limits: Area bounded by Water Street, SR 59, Lincoln and Summit Streets

- Needs:
- Evaluate traffic safety, especially at intersections exiting the development area
  - Evaluate the traffic impacts of future developments in the area
  - Evaluate alternative transportation and complete streets designs for future developments in the area

c: Jon Giaquinto  
Gene Roberts  
Bridget Susel  
Tom Wilke  
file