



CITY OF KENT, OHIO

Office of the City Manager

To: Dave Ruller, City Manager
From: Suzanne Robertson, ^{SRR} Executive Assistant to the City Manager
Date: March 29, 2013
RE: Twisted Root Cellars' TREX Proposal

Last fall Council created guidelines for the TREX license program. The City has received a new proposal from a wine bar, Twisted Root Cellars. This business is being marketed as a cozy gathering place for those in and around Kent who enjoy wine and craft beers and who also appreciate small town charm. The space being considered by Twisted Root Cellar is located at 181 E. Main Street. It includes a ground floor that will be used as customer space and an additional basement space that is slightly larger than the ground floor which currently has a proposed use of a storage area and restrooms. Twisted Root Cellars' annual sales forecast for 2013 (partial year) is \$47,375 for food sales and \$246,283 for alcohol sales. With total food and alcohol sales for 2013 at \$293,658 this leaves alcohol sales accounting for 84% of total sales. Alcohol sales also accounted for 84% of total sales projected in their first full year, 2014. The structure investment for Twisted Root Cellars includes leasehold investments and furniture, fixtures, and equipment projections. Below is a chart outlining the current TREX guidelines in comparison to the Twisted Root Cellars' proposed project.

	Current TREX Guidelines	Proposed Project
Square Foot	Minimum of 4,000	650 (ground floor)
Alcohol Sales	No more than 25% of total sales	84%
Structure investment	Minimum of \$750,000	\$157,955



CITY OF KENT, OHIO

DEPARTMENT OF LAW

TO: ARCHITECTURAL REVIEW BOARD
FROM: JAMES R. SILVER, LAW DIRECTOR
DATE: FEBRUARY 19, 2013
RE: CONFLICT OF INTEREST

When I came to visit the Architectural Review Board last month, the issue of conflicts of interest arose. The question was whether or not a member of the Architectural Review Board could represent a client in front of the Architectural Review Board when you are still a member of the Architectural Review Board.

To begin the research into the issue, I pulled Chapter 117 (Conflict of Interest) of the Kent Codified Ordinances (copy attached as Exhibit "A"). Section 117.01 General Provisions reads as follows:

117.01 GENERAL PROVISIONS.

No officer, member of Council or employee of the City shall:

- (a) Engage in the practice of law or represent or appear on behalf of an individual before the Portage County Municipal Court or any other court, in any matter or controversy in which the City is or may become a party, except on behalf of the City as an officer or employee, or volunteer opinion evidence against the interests of the City in any litigation in which the City is a party; or
- (b) Appear before any board of commission of the City as counsel, attorney or agent, except in the performance of public obligations or official duties. (Ord. 1991-51. Passed 7-17-91.)

It's fairly clear – if you are a public officer, member of Council, or employee of the City, you cannot be an agent for an entity or person appearing before any City Board, Commission or Council. So, the question becomes, who is a City Officer?

There are two (2) places I looked for definitions – case law and the Ohio Revised Code.

Case law has the following to offer:

In State, ex rel. v. Ferguson, 142 Ohio St. 496, 501 (1944), Judge Zimmerman said:

“A ‘civil office’ or a public office of a civil nature, as defined by the Ohio cases, is a charge or trust conferred by public authority for a public purpose, with independent and continuing duties, involving in their performance the exercise of some portion of the sovereign power.”

The above **definition** of a public office has been used to define **public officer**.

State, ex rel. Milburn v. Pethtel, Aud., 153 Ohio St. 1, (1950) says:

“A public officer, as distinguished from an employee, is one who is invested by law with a portion of the sovereignty of the state and who is authorized to exercise functions either of an executive, legislative or judicial character.”

See also, State, ex rel. Newman v. Skinner, 128 Ohio St., 325 (1934); State, ex rel. Landis v. Commissioners, 95 Ohio St. 157 (1917); Palmer v. Zeigler, 76 Ohio St. 210 (1907); State, ex rel. Scarl v. Small, 103 Ohio App. 214 (1956).

See State of Ohio v. Nancy Kadlee, CA No. 8536, Court of Appeals, Ninth District (1977).

Also attached are two (2) sections of the Ohio Revised Code. Sections 102.01 “Public Officers – ethics definitions” marked as Exhibit “B” and Sections 102.03 “Representation by present or former public official or employee prohibited” marked as Exhibit “C”.

Reading this together, I believe that members of the Architectural Review Board are public officials. You are given quasi judicial authority by the Kent City Council for a public purpose. This definition also applies to the Board of Zoning Appeals, Planning Commission, Health Board, Parks and Recreation Board and all of the other Boards and Commissions in the City. It also applies to City Council members.

Consequently, I find that members of the Architectural Review Board cannot represent clients in front of the Architectural Review Board or any other City of Kent Board or Commissions. This goes much further than just abstaining on certain issues. If someone from your firm represents a client in front of your board, you will still need to abstain.

Should you have any questions, please call.

CHAPTER 117
Conflict of Interest

117.01	General provisions.	117.04	Conflict of Interest Board of Review; creation, membership, term.
117.02	Former officers or employees.		
117.03	Unlawful interest in public contracts.	117.99	Penalty.

CROSS REFERENCES

Conflict of interest - see CHTR., Art. II, Sec.5
Unlawful interest in a public contract - see GEN. OFF.
525.10

117.01 GENERAL PROVISIONS.

No officer, member of Council or employee of the City shall:

- (a) Engage in the practice of law or represent or appear on behalf of an individual before the Portage County Municipal Court or any other court, in any matter or controversy in which the City is or may become a party, except on behalf of the City as an officer or employee, or volunteer opinion evidence against the interests of the City in any litigation in which the City is a party or
- (b) Appear before any board or commission of the City as counsel, attorney or agent, except in the performance of public obligations or official duties. (Ord. 1991-51. Passed 7-17-91.)

117.02. FORMER OFFICERS OR EMPLOYEES.

No person within a period of one year after termination of his or her services as an officer or employee of the City shall appear before any board or commission of the City as counsel, attorney or agent for or in behalf of any person, firm or corporation, or receive compensation for any services rendered thereto, in relation to any matter which was under his or her charge during the period of his or her services as such officer or employee.

No person after termination of his or her services as an officer or employee of the City shall accept compensation or employment in any matter which he or she has investigated or passed upon while in such office or employ, or be involved in any litigation in which the City is a party involving any such matter, except in behalf of the City. (Ord. 1991-51. Passed 7-17-91.)

December 2002 Replacement

EXHIBIT A

117.03. UNLAWFUL INTEREST IN PUBLIC CONTRACTS.

- (a) No officer, member of Council or employee of the City shall knowingly do any of the following:
- (1) During his or her term of office or within one year thereafter, occupy any position of profit in the prosecution of a public contract authorized by him or her or by a legislative body, commission or board of which he or she was a member at the time of authorization, and not let by competitive bidding, or let by competitive bidding in which his or her's is not the lowest and best bid;
 - (2) Have an interest in the profits or benefits of a public contract entered into by or for the use of the Municipality or governmental agency or instrumentality with which he or she is connected;
 - (3) Have an interest in the profits or benefits of a public contract which is not let by competitive bidding when required by law and which involves more than one hundred fifty dollars (\$150.00).
- (b) An officer, official or employee of the City shall not be considered as having an interest in a public contract as proscribed in Section 5, Article II of the Charter when such person or a member of his or her family is merely employed by a business entity which is a contractor with the City and such public servant, or his or her family members, has no control or ownership of the business entity.
- (c) In the absence of bribery or a purpose to defraud, a public servant, member of his or her family or any of his or her associates, shall not be considered as having an interest in a public contract as proscribed in Section 5, Article II of the Charter when all of the following apply:
- (1) The interest of such person is limited to owning or controlling shares of the corporation, or being a creditor of the corporation or other organization which is the contractor on the public contract involved, or which is the issuer of the security in which public funds are invested;
 - (2) The shares owned or controlled by such person do not exceed five percent (5%) of the outstanding shares of the corporation, and the amount due such person as creditor does not exceed five percent (5%) of the total indebtedness of the corporation or other organization;
 - (3) Such person, prior to the time the public contract is entered into, files with the Municipality an affidavit giving his or her exact status in connection with the corporation or other organization.
- (d) This section does not apply to a public contract in which a public servant, a member of his or her family or one of his or her business associates has an interest. when all of the following apply:

Chapter 102: PUBLIC OFFICERS - ETHICS

102.01 Public officers - ethics definitions.

As used in this chapter:

(A) "Compensation" means money, thing of value, or financial benefit. "Compensation" does not include reimbursement for actual and necessary expenses incurred in the performance of official duties.

(B) "Public official or employee" means any person who is elected or appointed to an office or is an employee of any public agency. "Public official or employee" does not include a person elected or appointed to the office of precinct, ward, or district committee member under section 3517.03 of the Revised Code, any presidential elector, or any delegate to a national convention. "Public official or employee" does not include a person who is a teacher, instructor, professor, or other kind of educator whose position does not involve the performance of, or authority to perform, administrative or supervisory functions.

(C) "Public agency" means the general assembly, all courts, any department, division, institution, board, commission, authority, bureau or other instrumentality of the state, a county, city, village, or township, the five state retirement systems, or any other governmental entity. "Public agency" does not include a department, division, institution, board, commission, authority, or other instrumentality of the state or a county, municipal corporation, township, or other governmental entity that functions exclusively for cultural, educational, historical, humanitarian, advisory, or research purposes; that does not expend more than ten thousand dollars per calendar year, excluding salaries and wages of employees; and whose members are uncompensated. "Public agency" does not include the nonprofit corporation formed under section 187.01 of the Revised Code.

(D) "Immediate family" means a spouse residing in the person's household and any dependent child.

(E) "Income" includes gross income as defined and used in the "Internal Revenue Code of 1986," 100 Stat. 2085, 26 U.S.C. 1, as amended, interest and dividends on obligations or securities of any state or of any political subdivision or authority of any state or political subdivision, and interest or dividends on obligations of any authority, commission, or instrumentality of the United States.

(F) Except as otherwise provided in division (A) of section 102.08 of the Revised Code, "appropriate ethics commission" means:

(1) For matters relating to members of the general assembly, employees of the general assembly, employees of the legislative service commission, candidates for the office of member of the general assembly, and public members appointed to the Ohio constitutional modernization commission under section 103.63 of the Revised Code, the joint legislative ethics committee;

(2) For matters relating to judicial officers and employees, and candidates for judicial office, the board of commissioners on grievances and discipline of the supreme court;

(3) For matters relating to all other persons, the Ohio ethics commission.

(G) "Anything of value" has the same meaning as provided in section 1.03 of the Revised Code and includes, but is not limited to, a contribution as defined in section 3517.01 of the Revised Code.

EXHIBIT B

(H) "Honorarium" means any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or similar gathering. "Honorarium" does not include ceremonial gifts or awards that have insignificant monetary value; unsolicited gifts of nominal value or trivial items of informational value; or earned income from any person, other than a legislative agent, for personal services that are customarily provided in connection with the practice of a bona fide business, if that business initially began before the public official or employee conducting that business was elected or appointed to the public official's or employee's office or position of employment.

(I) "Employer" means any person who, directly or indirectly, engages an executive agency lobbyist or legislative agent.

(J) "Executive agency decision," "executive agency lobbyist," and "executive agency lobbying activity" have the same meanings as in section 121.60 of the Revised Code.

(K) "Legislation," "legislative agent," "financial transaction," and "actively advocate" have the same meanings as in section 101.70 of the Revised Code.

(L) "Expenditure" has the same meaning as in section 101.70 of the Revised Code when used in relation to activities of a legislative agent, and the same meaning as in section 121.60 of the Revised Code when used in relation to activities of an executive agency lobbyist.

Amended by 129th General Assembly File No. 94, SB 208, § 1, eff. 7/3/2012.

Amended by 129th General Assembly File No. 1, HB 1, § 1, eff. 2/18/2011.

Effective Date: 03-02-1994; 05-18-2005

See 129th General Assembly File No. 94, SB 208, § 8.

See 129th General Assembly File No. 94, SB 208, § 7.

See 129th General Assembly File No. 94, SB 208, § 6.

See 129th General Assembly File No. 94, SB 208, § 5.

See 129th General Assembly File No. 94, SB 208, § 4.

See 129th General Assembly File No. 94, SB 208, § 3.

102.02 Financial disclosure statement filed with ethics commission.

(A) Except as otherwise provided in division (H) of this section, all of the following shall file with the appropriate ethics commission the disclosure statement described in this division on a form prescribed by the appropriate commission: every person who is elected to or is a candidate for a state, county, or city office and every person who is appointed to fill a vacancy for an unexpired term in such an elective office; all members of the state board of education; the director, assistant directors, deputy directors, division chiefs, or persons of equivalent rank of any administrative department of the state; the president or other chief administrative officer of every state institution of higher education as defined in section 3345.011 of the Revised Code; the executive director and the members of the capitol square

Code. This division shall not be construed to require a person filing the statement who derives income from a business or profession to disclose the individual items of income that constitute the gross income of the business or profession.

(B) The source of each gift of over five hundred dollars received by the person in the officer's or employee's own name or by any other person for the officer's or employee's use or benefit during the preceding calendar year, except gifts received by will or by virtue of section 2105.06 of the Revised Code, received from parents, grandparents, children, grandchildren, siblings, nephews, nieces, uncles, aunts, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, or any person to whom the person filing the statement stands in loco parentis, or received by way of distribution from any inter vivos or testamentary trust established by a spouse or by an ancestor.

Amended by 129th General Assembly File No. 1, HB 1, § 1, eff. 2/18/2011.

Effective Date: 06-20-1997

102.03 Representation by present or former public official or employee prohibited.

(A)

(1) No present or former public official or employee shall, during public employment or service or for twelve months thereafter, represent a client or act in a representative capacity for any person on any matter in which the public official or employee personally participated as a public official or employee through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or other substantial exercise of administrative discretion.

(2) For twenty-four months after the conclusion of service, no former commissioner or attorney examiner of the public utilities commission shall represent a public utility, as defined in section 4905.02 of the Revised Code, or act in a representative capacity on behalf of such a utility before any state board, commission, or agency.

(3) For twenty-four months after the conclusion of employment or service, no former public official or employee who personally participated as a public official or employee through decision, approval, disapproval, recommendation, the rendering of advice, the development or adoption of solid waste management plans, investigation, inspection, or other substantial exercise of administrative discretion under Chapter 343. or 3734. of the Revised Code shall represent a person who is the owner or operator of a facility, as defined in section 3734.01 of the Revised Code, or who is an applicant for a permit or license for a facility under that chapter, on any matter in which the public official or employee personally participated as a public official or employee.

(4) For a period of one year after the conclusion of employment or service as a member or employee of the general assembly, no former member or employee of the general assembly shall represent, or act in a representative capacity for, any person on any matter before the general assembly, any committee of the general assembly, or the controlling board. Division (A)(4) of this section does not apply to or affect a person who separates from service with the general assembly on or before December 31, 1995. As used in division (A)(4) of this section "person" does not include any state agency or political subdivision of the state.

(5) As used in divisions (A)(1), (2), and (3) of this section, "matter" includes any case, proceeding, application, determination, issue, or question, but does not include the proposal, consideration, or enactment of statutes, rules, ordinances, resolutions, or charter or constitutional amendments. As used in division (A)(4) of this section, "matter" includes the proposal, consideration, or enactment of statutes, resolutions, or constitutional amendments. As used in division (A) of this section, "represent" includes any formal or informal appearance before, or any written or oral communication with, any public agency on behalf of any person.

(6) Nothing contained in division (A) of this section shall prohibit, during such period, a former public official or employee from being retained or employed to represent, assist, or act in a representative capacity for the public agency by which the public official or employee was employed or on which the public official or employee served.

(7) Division (A) of this section shall not be construed to prohibit the performance of ministerial functions, including, but not limited to, the filing or amendment of tax returns, applications for permits and licenses, incorporation papers, and other similar documents.

(8) Division (A) of this section does not prohibit a nonelected public official or employee of a state agency, as defined in section 1.60 of the Revised Code, from becoming a public official or employee of another state agency. Division (A) of this section does not prohibit such an official or employee from representing or acting in a representative capacity for the official's or employee's new state agency on any matter in which the public official or employee personally participated as a public official or employee at the official's or employee's former state agency. However, no public official or employee of a state agency shall, during public employment or for twelve months thereafter, represent or act in a representative capacity for the official's or employee's new state agency on any audit or investigation pertaining to the official's or employee's new state agency in which the public official or employee personally participated at the official's or employee's former state agency through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or other substantial exercise of administrative discretion.

(9) Division (A) of this section does not prohibit a nonelected public official or employee of a political subdivision from becoming a public official or employee of a different department, division, agency, office, or unit of the same political subdivision. Division (A) of this section does not prohibit such an official or employee from representing or acting in a representative capacity for the official's or employee's new department, division, agency, office, or unit on any matter in which the public official or employee personally participated as a public official or employee at the official's or employee's former department, division, agency, office, or unit of the same political subdivision. As used in this division, "political subdivision" means a county, township, municipal corporation, or any other body corporate and politic that is responsible for government activities in a geographic area smaller than that of the state. (10) No present or former Ohio casino control commission official shall, during public service or for two years thereafter, represent a client, be employed or compensated by a person regulated by the commission, or act in a representative capacity for any person on any matter before or concerning the commission.

No present or former commission employee shall, during public employment or for two years thereafter, represent a client or act in a representative capacity on any matter in which the employee personally participated as a commission employee through decision, approval, disapproval,

recommendation, the rendering of advice, investigation, or other substantial exercise of administrative discretion.

(B) No present or former public official or employee shall disclose or use, without appropriate authorization, any information acquired by the public official or employee in the course of the public official's or employee's official duties that is confidential because of statutory provisions, or that has been clearly designated to the public official or employee as confidential when that confidential designation is warranted because of the status of the proceedings or the circumstances under which the information was received and preserving its confidentiality is necessary to the proper conduct of government business.

(C) No public official or employee shall participate within the scope of duties as a public official or employee, except through ministerial functions as defined in division (A) of this section, in any license or rate-making proceeding that directly affects the license or rates of any person, partnership, trust, business trust, corporation, or association in which the public official or employee or immediate family owns or controls more than five per cent. No public official or employee shall participate within the scope of duties as a public official or employee, except through ministerial functions as defined in division (A) of this section, in any license or rate-making proceeding that directly affects the license or rates of any person to whom the public official or employee or immediate family, or a partnership, trust, business trust, corporation, or association of which the public official or employee or the public official's or employee's immediate family owns or controls more than five per cent, has sold goods or services totaling more than one thousand dollars during the preceding year, unless the public official or employee has filed a written statement acknowledging that sale with the clerk or secretary of the public agency and the statement is entered in any public record of the agency's proceedings. This division shall not be construed to require the disclosure of clients of attorneys or persons licensed under section 4732.12 or 4732.15 of the Revised Code, or patients of persons certified under section 4731.14 of the Revised Code.

(D) No public official or employee shall use or authorize the use of the authority or influence of office or employment to secure anything of value or the promise or offer of anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

(E) No public official or employee shall solicit or accept anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

(F) No person shall promise or give to a public official or employee anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

(G) In the absence of bribery or another offense under the Revised Code or a purpose to defraud, contributions made to a campaign committee, political party, legislative campaign fund, political action committee, or political contributing entity on behalf of an elected public officer or other public official or employee who seeks elective office shall be considered to accrue ordinarily to the public official or employee for the purposes of divisions (D), (E), and (F) of this section.

As used in this division, "contributions," "campaign committee," "political party," "legislative campaign fund," "political action committee," and "political contributing entity" have the same meanings as in section 3517.01 of the Revised Code.

(H)

(1) No public official or employee, except for the president or other chief administrative officer of or a member of a board of trustees of a state institution of higher education as defined in section 3345.011 of the Revised Code, who is required to file a financial disclosure statement under section 102.02 of the Revised Code shall solicit or accept, and no person shall give to that public official or employee, an honorarium. Except as provided in division (H)(2) of this section, this division and divisions (D), (E), and (F) of this section do not prohibit a public official or employee who is required to file a financial disclosure statement under section 102.02 of the Revised Code from accepting and do not prohibit a person from giving to that public official or employee the payment of actual travel expenses, including any expenses incurred in connection with the travel for lodging, and meals, food, and beverages provided to the public official or employee at a meeting at which the public official or employee participates in a panel, seminar, or speaking engagement or provided to the public official or employee at a meeting or convention of a national organization to which any state agency, including, but not limited to, any state legislative agency or state institution of higher education as defined in section 3345.011 of the Revised Code, pays membership dues. Except as provided in division (H)(2) of this section, this division and divisions (D), (E), and (F) of this section do not prohibit a public official or employee who is not required to file a financial disclosure statement under section 102.02 of the Revised Code from accepting and do not prohibit a person from promising or giving to that public official or employee an honorarium or the payment of travel, meal, and lodging expenses if the honorarium, expenses, or both were paid in recognition of demonstrable business, professional, or esthetic interests of the public official or employee that exist apart from public office or employment, including, but not limited to, such a demonstrable interest in public speaking and were not paid by any person or other entity, or by any representative or association of those persons or entities, that is regulated by, doing business with, or seeking to do business with the department, division, institution, board, commission, authority, bureau, or other instrumentality of the governmental entity with which the public official or employee serves.

(2) No person who is a member of the board of a state retirement system, a state retirement system investment officer, or an employee of a state retirement system whose position involves substantial and material exercise of discretion in the investment of retirement system funds shall solicit or accept, and no person shall give to that board member, officer, or employee, payment of actual travel expenses, including expenses incurred with the travel for lodging, meals, food, and beverages.

(I) A public official or employee may accept travel, meals, and lodging or expenses or reimbursement of expenses for travel, meals, and lodging in connection with conferences, seminars, and similar events related to official duties if the travel, meals, and lodging, expenses, or reimbursement is not of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties. The house of representatives and senate, in their code of ethics, and the Ohio ethics commission, under section 111.15 of the Revised Code, may adopt rules setting standards and conditions for the furnishing and acceptance of such travel, meals, and lodging, expenses, or reimbursement.

A person who acts in compliance with this division and any applicable rules adopted under it, or any applicable, similar rules adopted by the supreme court governing judicial officers and employees, does not violate division (D), (E), or (F) of this section. This division does not preclude any person from seeking an advisory opinion from the appropriate ethics commission under section 102.08 of the Revised Code.

(J) For purposes of divisions (D), (E), and (F) of this section, the membership of a public official or employee in an organization shall not be considered, in and of itself, to be of such a character as to manifest a substantial and improper influence on the public official or employee with respect to that person's duties. As used in this division, "organization" means a church or a religious, benevolent, fraternal, or professional organization that is tax exempt under subsection 501(a) and described in subsection 501(c)(3), (4), (8), (10), or (19) of the "Internal Revenue Code of 1986." This division does not apply to a public official or employee who is an employee of an organization, serves as a trustee, director, or officer of an organization, or otherwise holds a fiduciary relationship with an organization. This division does not allow a public official or employee who is a member of an organization to participate, formally or informally, in deliberations, discussions, or voting on a matter or to use the public official's or employee's official position with regard to the interests of the organization on the matter if the public official or employee has assumed a particular responsibility in the organization with respect to the matter or if the matter would affect that person's personal, pecuniary interests.

(K) It is not a violation of this section for a prosecuting attorney to appoint assistants and employees in accordance with division (B) of section 309.06 and section 2921.421 of the Revised Code, for a chief legal officer of a municipal corporation or an official designated as prosecutor in a municipal corporation to appoint assistants and employees in accordance with sections 733.621 and 2921.421 of the Revised Code, for a township law director appointed under section 504.15 of the Revised Code to appoint assistants and employees in accordance with sections 504.151 and 2921.421 of the Revised Code, or for a coroner to appoint assistants and employees in accordance with division (B) of section 313.05 of the Revised Code.

As used in this division, "chief legal officer" has the same meaning as in section 733.621 of the Revised Code.

(L) No present public official or employee with a casino gaming regulatory function shall indirectly invest, by way of an entity the public official or employee has an ownership interest or control in, or directly invest in a casino operator, management company, holding company, casino facility, or gaming-related vendor. No present public official or employee with a casino gaming regulatory function shall directly or indirectly have a financial interest in, have an ownership interest in, be the creditor or hold a debt instrument issued by, or have an interest in a contractual or service relationship with a casino operator, management company, holding company, casino facility, or gaming-related vendor. This section does not prohibit or limit permitted passive investing by the public official or employee.

As used in this division, "passive investing" means investment by the public official or employee by means of a mutual fund in which the public official or employee has no control of the investments or investment decisions. "Casino operator," "holding company," "management company," "casino facility," and "gaming-related vendor" have the same meanings as in section 3772.01 of the Revised Code.

(M) A member of the Ohio casino control commission, the executive director of the commission, or an employee of the commission shall not:

(1) Accept anything of value, including but not limited to a gift, gratuity, emolument, or employment from a casino operator, management company, or other person subject to the jurisdiction of the commission, or from an officer, attorney, agent, or employee of a casino operator, management company, or other person subject to the jurisdiction of the commission;

(2) Solicit, suggest, request, or recommend, directly or indirectly, to a casino operator, management company, or other person subject to the jurisdiction of the commission, or to an officer, attorney, agent, or employee of a casino operator, management company, or other person subject to the jurisdiction of the commission, the appointment of a person to an office, place, position, or employment;

(3) Participate in casino gaming or any other amusement or activity at a casino facility in this state or at an affiliate gaming facility of a licensed casino operator, wherever located.

In addition to the penalty provided in section 102.99 of the Revised Code, whoever violates division (M)(1), (2), or (3) of this section forfeits the individual's office or employment.

Amended by 129th General Assembly File No. 129, SB 314, § 1, eff. 9/28/2012.

Amended by 128th General Assembly File No. 38, HB 519, § 1, eff. 9/10/2010.

Effective Date: 09-05-2001; 09-15-2004; 03-31-2005; 04-26-2005

102.031 Conflicts of interest of member of general assembly.

(A) As used in this section:

(1) "Business associate" means a person with whom a member of the general assembly is conducting or undertaking a financial transaction.

(2) "Contribution" has the same meaning as in section 3517.01 of the Revised Code.

(3) "Employee" does not include a member of the general assembly whose nonlegislative position of employment does not involve the performance of or the authority to perform administrative or supervisory functions; or whose nonlegislative position of employment, if the member is a public employee, does not involve a substantial and material exercise of administrative discretion in the formulation of public policy, expenditure of public funds, enforcement of laws and rules of the state or a county or city, or execution of other public trusts.

(B) No member of the general assembly shall vote on any legislation that the member knows is then being actively advocated if the member is one of the following with respect to a legislative agent or employer that is then actively advocating on that legislation:

(1) An employee;

(2) A business associate;

(3) A person, other than an employee, who is hired under contract to perform certain services, and that position involves a substantial and material exercise of administrative discretion in the formulation of public policy.

(C) No member of the general assembly shall knowingly accept any of the following from a legislative agent or a person required to file a statement described in division (A)(2) of section 102.021 of the Revised Code:

(1) The payment of any expenses for travel or lodging except as otherwise authorized by division (H) of section 102.03 of the Revised Code;



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 29, 2013
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *B.S.*
RE: CHIP RLF Funding for LIHTC Project

At the November 2, 2011 Committee session, Kent City Council approved the use of \$250,000 in Community Housing Improvement Program (CHIP) revolving loan funds (RLF) to be used as a local match commitment to support a proposed Low Income Housing Tax Credit (LIHTC) project that would result in the development of sixty-eight (68) units of residential rental housing for low income seniors.

The proposed use of a portion of the City's CHIP RLF funds to support the project, known as Maple Brook at Golden Pond, was approved by the Ohio Development Services Agency (ODSA) in October of 2011. The developer, The NRP Group received notice in April 2012 from the Ohio Housing Finance Agency (OHFA) that the project was approved for a tax credit allocation, which meant that the City's match commitment would need to be formalized in order to assist with the funding of the project.

Community Development staff, in consultation with the Law Director, developed an agreement for the CHIP funding and this agreement was executed on March 13, 2013. I am respectfully requesting time at the April 3, 2013 Council Committee session to discuss the project in greater detail and to request Council's authorization for the appropriation of CHIP funding to support the project.

Please let me know if you need any additional information in order to add this item to the April 3, 2013 Council Committee agenda.

Attachment

CC: Linda Copley, Clerk of Council
David Coffee, Budget and Finance Director
LIHTC Senior Housing Project, 09/2011

FUNDING AGREEMENT

This Funding Agreement (hereinafter referred to as "Agreement") has been made and entered into as of the 13th day of March, 2013, between the City of Kent (herein referred to as "City") and Four Seasons at Golden Pond LLC, an Ohio limited liability company (herein referred to as "Owner").

WITNESSETH THAT:

WHEREAS, the Ohio Department of Development Office of Community Development (ODOD) administers the federal HOME Investment Partnership (HOME) Program for the State of Ohio; and

WHEREAS, the ODOD allocates HOME funds to communities through the State of Ohio City Housing Improvement Program (CHIP); and

WHEREAS, the ODOD has determined the City to be an eligible recipient of CHIP funds; and

WHEREAS, the ODOD has awarded the City CHIP funds for the financing of eligible affordable housing related activities that may generate program income as defined herein; and

WHEREAS, the ODOD has recognized the positive impact on City development initiatives when program income is utilized locally and permitted the City to establish a CHIP Housing Revolving Loan Fund (RLF) to meet the local goals of improving the affordable housing stock and providing for the affordable housing needs of low-to-moderate income persons; and

WHEREAS, the Owner has been issued 2012 Low Income Housing Tax Credit (LIHTC) reserves through the Ohio Housing Finance Agency (OHFA) multi-family funding programs for the development of a residential rental development for low income seniors; and

WHEREAS, this activity is consistent with the City's Consolidated Plan and the housing objectives of the ODOD for the use of CHIP funds; and

WHEREAS, the City is supportive of the Owner's project and Kent City Council has authorized the use of \$250,000 in CHIP Housing Revolving Loan Fund monies to assist with the financing of this project; and

NOW, THEREFORE, the parties for and in consideration of the promises and mutual obligations set forth below agree as follows:

I. USE OF FUNDS

The City agrees to provide the Owner with two hundred and fifty thousand dollars (\$250,000.00) in CHIP funds for the following purpose:

The construction of up to sixty-eight (68) units of residential rental housing for seniors ages 55+, with twenty-three (23) 1-bedroom/1-bathroom units and forty-five (45) 2-bedroom/1-bathroom units, all for seniors with incomes at or below 60% of the area median income (AMI) provided that the CHIP funds will be used to build two (2) rental housing units. The project will be known as Maple Brook at Golden Pond.

II. PROJECT

The construction of up to sixty-eight (68) units of residential rental housing for low income seniors ages 55+, with twenty-three (23) 1-bedroom/1-bathroom units and forty-five (45) 2-bedroom/1-bathroom units for project to be known as Maple Brook at Golden Pond and which will be located on vacant land on the west side of Sunnybrook Road, south of State Route 261 in Kent, Portage County, Ohio, and as specified **Attachment A**. The Owner shall comply with all of the terms and conditions of this Agreement, including all federal, state and local laws and regulations described in this Agreement. The Owner shall fully complete the project.

III. PROJECT FUNDING

The total cost for the Project is estimated to be \$11,370,414.00 The source of funds for the total cost include a conventional first-mortgage secured by the Owner, Low Income Housing Tax Credit (LIHTC) proceeds, and City CHIP funds.

IV. PROJECT SCHEDULE

Owner shall begin the Project no later than March 13, 2013 and shall complete the Project by December 31, 2014. The Owner shall conduct all the work necessary to complete the Project with the diligence required to ensure its completion by the stated deadline. The Project shall be considered complete when all the necessary title transfer requirements and construction work have been performed. In the event that the Owner is unable to complete the acquisition and new construction, the schedule may be extended by mutual agreement of the parties.

V. TERMS AND CONDITIONS

- A. The two hundred and fifty thousand dollars (\$250,000.00) in CHIP funds the City will provide to the Owner shall be disbursed in accordance with paragraph VII. The CHIP funds disbursed pursuant to this Agreement shall be used for land acquisition and/or new construction of sixty-eight (68) units of residential rental housing for low income seniors ages 55+ provided that the CHIP funds will be used to build two (2) rental housing units.
- B. The Project shall comply with OHFA requirements for LIHTC projects. Requirements include:
 - A minimum of 40% of the project is occupied by seniors ages 55+ with incomes at or below 60% of the area median income (AMI) as published annually by the U.S. Department of Housing and Urban Development (HUD);
 - filing of a Restrictive Covenant with the Portage County Recorder detailing the restrictions on rent, term of affordability and income level restriction;
 - maintenance of income and rent restrictions for a minimum period of fifteen (15) years and through the extended use period of an additional fifteen (15) years, as required by the Extended Low Income Use Agreement between the Owner and OHFA.
- C. Violation of these requirements shall be deemed a breach of the terms of this Agreement and the Owner will need to repay the City any CHIP funds expended on the Project if the Owner does not cure such breach within a reasonable period of time

VI. CONDITIONS OF USE OF CHIP FUNDS

The City's disbursement of the CHIP funds is conditioned upon the Owner providing to the City of Kent the following documents:

- A. Copy of the agreement between the Owner and OHFA documenting 2012 LIHTC reservation;
- B. A copy of the certificates for all required insurance policy or policies duly endorsed to indicate the City of Kent as an additional insured to the extent of insured's interests;
- C. Copies of all necessary and appropriate permits for the Project;
- D. Evidence of the preliminary financing commitments, in addition to the City's, which are necessary to fully fund the Project.
- E. Copies of all current title reports for all real property upon which the Project is located;
- F. Copies of the estimated construction schedule for the Project;
- G. A copy of the final building plans and specifications as approved by the City's Planning Commission and Building Department;
- H. A copy of the Notice of Commencement and the Notice to Proceed issued to the general contractor assigned to the Project;
- I. Any other documents reasonably required pursuant to this Agreement.

VII. DISBURSEMENT OF CHIP PROCEEDS

The City will provide the CHIP funds to the Owner on a reimbursement basis for expenditures for which appropriate documentation of costs incurred and payment made are provided by the Owner. The City shall disburse the entire Two Hundred Fifty Thousand Dollars (\$250,000) no later than forty-five (45) days after this Agreement shall take effect. Eligible costs include land acquisition and new construction/development hard costs. Invoices and evidence for Project costs and any payments made submitted by the Owner, shall be verified and approved by the City. The City shall approve release of CHIP funds to the Owner upon verification and approval of the invoice and evidence of Project costs and/or inspection and approval by City that eligible land acquisition and/or appropriate construction work was performed.

VIII. AFFORDABILITY

- A. The Owner will base rent and income limits on the applicable annual Qualified Allocation Plan as provided by the OHFA;
- B. The Owner and its successors and assigns, shall not be in violation of this section despite a temporary noncompliance caused by increases in the incomes of existing tenants if actions satisfactory to HUD are taken to ensure that vacancies are filled in accordance with federal regulations.
- C. The Owner shall ensure that the income of each tenant household is re-examined annually, including an annual income certification submitted by the tenant household, and that adjustments are made accordingly to the gross rent charged, income adjustments, and the monthly utility allowance, if applicable.
- D. The Owner shall complete the Project with the affordability requirement established no later than six (6) months following the initial occupancy of the Project and annually thereafter on that anniversary date, the Owner shall submit to the City a certification of the following:
 - 1) That documentation is on file to verify the information required for the affordability requirements and a summary report in a format requested by the City of Kent;
 - 2) That tenant leases are in compliance with 24 CFR Part 92.253;

3) That Project is in compliance with the Affirmative Marketing requirements of 24 CFR Part 92.351.

4)

IX. PAYMENT OF INCOME TAX

The Owner shall be current at all times in paying City Income Tax due the City of Kent, Ohio and in withholding the proper amount of income tax due to the City from its employees.

X. ADDITIONAL REQUIREMENTS

1. NOTICES

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, sent by facsimile or other electronic means such as e-mail, provided that delivery receipt is confirmed. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

CITY

Bridget Susel
City of Kent
930 Overholt Road
Kent, Ohio 44240

OWNER

Four Seasons at Golden Pond LLC
c/o The NRP Group
5309 Transportation Boulevard
Cleveland, Ohio 44125
Attn: Ted Einhorn, General Counsel

OWNER'S SENIOR LENDER

KeyBank National Association
127 Public Square
Cleveland, Ohio 44114
Attn: _____

OWNER'S INVESTOR MEMBER

Key Community Development Corporation
127 Public Square
Mailcode: OH-01-27-0304
Cleveland, Ohio 44114
Attn: Asset Management

2. LIEN WAIVERS

The Owner shall obtain lien waivers from all parties providing labor, materials or equipment for the construction of a property under this Agreement. The lien waivers shall be maintained by the Owner. The Owner shall immediately notify the City in writing if a "Claim of Lien" is filed by any party that has provided labor, materials or equipment for the construction of housing under this Agreement. The notice shall include the name of the party filing the claim, the amount of the

claim, a description of the circumstances surrounding the filing of the claim and actions taken and/or planned by the Owner to resolve the situation.

3. INSURANCE

The Owner shall provide evidence of public liability insurance in an amount no less than \$1,000,000 for general liability per occurrence and which identifies the City of Kent as an additional insured.

4. DISPLACEMENT AND RELOCATION

The Owner shall comply with the regulations and laws regarding displacement, relocation, acquisition and replacement of housing, including those contained in 24 CFR 92.353, 49 CFR part 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655) to the extent applicable to this Project.

5. TENANT AND PARTICIPATION PROTECTIONS

The HOME (CHIP) Program mandates certain protections for tenants in rental housing assisted with HOME (CHIP) funds. The Owner covenants and agrees that these protections will be provided and complies with HOME (CHIP) requirements.

6. PROPERTY STANDARDS

In carrying out the construction pursuant to the Project, the Owner or its contractor shall comply with all applicable state, federal and City laws and regulations, including all applicable housing, building and public health codes and any laws or policies of City regarding zoning, use and design, including City policies regarding the quality of materials and work.

The Owner or its contractor shall be responsible for securing at its own expense, unless exempted by law or contract, any and all licenses, permits, approvals, consents and certificates of inspection required by law or by this Agreement.

7. MAINTAIN PROPERTY

The Owner shall maintain or cause to be maintained, the real property and improvements resulting from the Project in such condition, maintenance and repair that any dwelling units shall at all times be fit and habitable and the real property and improvements shall at all times be in compliance with all applicable housing quality standards and state and local code requirements, including all applicable housing, building, zoning and public health codes.

8. ENVIRONMENTAL REVIEW

The Owner acknowledges that as provided in 24 CFR 92.352, the environmental effects of each activity carried out with HOME (CHIP) funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities in the implementing regulations at CFR parts 50 and 58. The City will complete the environmental review for the Project, but the Owner acknowledges that it shall provide any information that is requested by the City in order to complete the environmental review record (ERR).

The Owner agrees that prior to undertaking any activity with respect to the Project, which will directly or indirectly cause any change to the natural or man-made environment, regardless of whether such activity is to be funded by monies provided pursuant to this Agreement, it will cooperate with the City of Kent to comply, to the extent applicable, with the regulations found at 24 CFR Part 58, and will complete all applicable environmental review and clearance requirements as provided in all applicable laws and authorities as listed in 24 CFR 58.5.

9. ENVIRONMENTAL CONDITIONS

The Owner, its employees, contractors or agents shall not use, occupy, permit the Project site to be occupied, nor do or permit anything to be done in or on the Project site, in whole or in part, which will cause or be apt to cause structural damage to the Project site, constitute a public or private nuisance or cause pollution or contamination of the air, water and/or ground, violate any applicable state or federal environmental or other governmental regulation or hazardous waste legislation now or hereafter in force, with respect to the Project site. The Owner shall permit no waste, damage or injury to the Project site, nor shall any toxic or hazardous waste, substance or material of any kind or nature, to be stored at, disposed of, emitted or released from, or be located, leaked or spilled in, upon, over or through the Project site.

10. CLEAN AIR AND WATER POLLUTION CONTROL

The Owner shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, 42 U.S.C. 1857 *et. seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et. seq.*, as amended.

11. FLOOD DISASTER PROTECTION

CHIP funds shall not be used for the acquisition, new construction or rehabilitation of a Project located in an areas identified by the Federal Emergency Management Agency as having special flood hazards unless the Owner has obtained and will maintain the appropriate flood insurance.

12. AFFIRMATIVE MARKETING

The Owner shall comply with all affirmative marketing requirements required under HOME Regulations.

13. HOUSING DISCRIMINATION PROHIBITED

The Owner or agent acting on its behalf shall not exclude from participation in, deny benefits to or discriminate against any applicant for or participant in the services or housing to be provided pursuant to this Agreement because of race, color, national origin, religion, sex, handicap, ancestry or disabled veteran status.

Owner and any entity or agent acting on its behalf shall, as applicable, comply with the following:

- A. The Fair Housing Act, 42 U.S.C. 3601-20, and implementing regulations at 24 CFR Part 100;
- B. Executive Order 11063, as amended by Executive Order 12259, regarding Equal Opportunity in Housing, and implementing regulations at 24 CFR part 1;
- C. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, regarding nondiscrimination in Federally Assisted Programs, and implementing regulations at 24 CFR part 1;

- D. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and implementing regulations of 24 CFR part 146;
- E. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and implementing regulations at 24 CFR part 8; and
- F. The Americans with Disabilities Act of 1990, 42 U.S.C. 1201-213, and implementing regulations at 29 CFR part 1630 and 36 CFR part 1191.

14. ACCESSIBILITY REQUIREMENTS

The Owner shall comply, as applicable, with the accessibility requirements for individuals with mobility, vision and hearing impairments provided in Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and the implementing regulations at 24 CFR Part 8. Generally, these provisions include a requirement that projects involving substantial alteration or new construction shall be designed and constructed so that a minimum of five percent (5%) of the total dwelling units or at least three units in a multi-family housing project, whichever is greater shall be made accessible for persons with mobility impairments. An additional six percent (6%) of the units, but not less than three (3) units, shall be accessible for persons with server and persistent mental illness. These requirements are more fully explained and defined in the implementing regulations.

15. EQUAL EMPLOYMENT OPPORTUNITY

The Owner shall not discriminate against any employee or applicant because of race, religion, color, sex, sexual orientation, national origin, disability, ethnic group or disabled veteran status. The Owner will, in all solicitations or advertisement for employees placed by or on behalf of the Owner; state that Owner is an Equal Opportunity Employer. The Owner shall, as applicable, comply with the following:

- A. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, regarding Nondiscrimination in Federally Assisted Programs, and implementing regulations at 24 CFR part 1;
- B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and implementing regulations of 24 CFR part 146;
- C. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and implementing regulations at 24 CFR part 8; and
- D. The Americans with Disabilities Act of 1990, 42 U.S.C. 1201-213, and implementing regulations at 29 CFR part 1630 and 36 CFR part 1191.

The Owner shall, as applicable, comply with the requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, regarding equal employment opportunity and the implementing regulations at 41 CFR Chapter 60, all of which provide that no person shall be discriminated against on the basis or race, color, religion, sex or national origin in all phases of employment during the performance of construction pursuant to this Agreement, and that the contractors and subcontractors performing construction work shall take affirmative action to ensure fair treatment in employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection of training and apprenticeship. There are specific affirmative action obligations for construction work that are required pursuant to these Executive Orders.

16. TRAINING AND EMPLOYMENT OF PROJECT AREA RESIDENTS

The work to be performed under this Agreement is on a Project assisted under a program providing direct federal assistance from HUD and is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment, in connection with planning and carrying out of this Project, be given low-income residents of the City.

17. FEDERAL LABOR STANDARD REQUIREMENTS

The Owner and any of its contractors shall comply, as applicable, with HUD requirements, as outlined in 24 CFR 92.354, regarding labor standards. These HUD requirements state that any contract for the rehabilitation or construction of affordable housing with twelve (12) or more units assisted with loan funds must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor, pursuant to the Davis-Bacon Act, 40 U.S.C. 276a to be a-5, shall be paid to all laborers and mechanics employed in the development of the affordable housing and that those contracts shall also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332;

18. DEBARMENT, SUSPENSION OR INELIGIBILITY

The Owner shall not use any of the funds provided by this Agreement to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period that the contractor is debarred, suspended or ineligible under the provision of 24 CFR Part 24.

19. RELIGIOUS PURPOSES

The real property and improvements resulting from the Project must be used exclusively for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for occupants of the property.

20. CONFLICT OF INTEREST

In the procurement of property and services by the Owner, the conflict of interest provisions in 24 CFR 85.36 and OMB Circular No. A-110, Attachment O, apply. Generally, these provisions provide that the Owner shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which federal funds are used, where, to her/his knowledge, she/he or her/his immediate family, partners, organization in which she/he or her/his immediate family or partner has a financial interest or with whom she/he is negotiating or has any arrangement concerning prospective employment. The Owner's officers, and to its knowledge employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the Owner's officers, employees or agents. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder/offeror with the bid/offer responsive to the solicitation and most advantageous to the recipient, price and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order for bid/offer to be evaluated by the Owner. Any and all bids/offers may be rejected when it is in the Owner's interest to do so.

In cases not governed by those provisions, which cases include the acquisition and disposition of real property, the provisions of 24 CFR 92.356 will apply. Generally, no employee, agent, consultant, officer or elected or appointed official of the City of Kent or the Owner who exercises or has exercised any functions or responsibilities with respect to any activities that are in any way connected with this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to those activities, may obtain a financial interest or benefit from those activities, or have any interest in any contract, subcontract or agreement with respect to those activities, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter, and the Owner shall take appropriate steps to assure compliance.

21. MAINTAIN EXISTENCE

The Owner agrees to maintain standard and modern systems of accounting in accordance with generally accepted accounting principles. The Owner shall notify the City of Kent of any material change in the ownership, structure, control or operation of the Owner including, without limitation:

- A. Merger into or consolidation with any other persons or business entities;
- B. Changing the nature of its business as carried on as of the date they sign this Agreement;
or
- C. Substantial distribution, liquidation, encumbrance or other disposal of the Owner's assets.

22. PAYMENT OF TAXES

The Owner shall duly pay and discharge all taxes, assessments and governmental charges levied upon it or against its properties prior to the date on which penalties would attach, except that the Owner shall not be required to pay any tax, assessment or governmental charge which is being contested by it in good faith and by appropriate and timely proceedings, provided that the Owner provides prior written notice to the City of Kent of that contest and proceeding.

23. LIMITATION OF LIABILITY

The Owner acknowledges that the City of Kent shall not be liable to the Owner for completion of or the failure to complete any activities which are a part of the Project. The Owner acknowledges that should a Court of competent jurisdiction order the City of Kent to hold disbursement of the funds, the City of Kent shall incur no liability to the Owner. Nothing herein shall be construed to make the Owner liable for the negligence of the City of Kent.

24. INDEMNIFICATION

The Owner agrees to indemnify, defend and hold harmless the City of Kent against all liability, claims, losses, damages and costs which it is liable for arising from any act or omission by, or negligence of, the Owner while engaged in the performance of this Agreement.

25. REPORTING AND RECORDS

The Owner shall report to the City of Kent certain identification, demographic and income information regarding the occupants of the units in the real property and improvements resulting from the Project.

The Owner shall comply with any City of Kent requests for reports concerning the matters covered by this Agreement, including, but not limited to, any reports regarding the leases with tenants, the affordable housing requirements, the tenant and participants protections, the affirmative marketing requirement, the property standards and maintenance requirements and identification, requirements and identification, demographic and income information regarding the occupants of the units in the real property and improvements resulting from the Project.

The Owner shall keep and maintain books, records and other documents relating directly to all matters covered by this Agreement, including its receipt and disbursement of the loan funds and the requirements regarding affordability and tenant protections. Except as otherwise authorized, these items shall be maintained for a period of four (4) years after receipt of the final disbursement under this Agreement. Any required annual report or documentation shall be maintained for a period of three (3) years from the date of the termination of this Agreement.

Any duly authorized representative of the U.S. Secretary of Housing and Urban Development (HUD) and/or the Comptroller General of the United States, the Ohio Department of Development (ODOD) and the City of Kent shall at all reasonable times have access to and the right to inspect, copy, audit and examine all of those books, records and other documents relating directly to its receipt and disbursement of the HOME (CHIP) funds and other matters covered by this Agreement until the completion of all terms.

The Owner shall furnish to HUD, ODOD or the City, as reasonably requested in a customary form, any statements, records, data and information pertaining to matters covered by this Agreement.

26. TRANSFER OF INTEREST IN PROJECT

Under all circumstances, including those that may be acknowledged by the City of Kent at the time this Agreement is signed by the Owner, the Owner shall not transfer any interest in the Project site, including the real property and improvements, without the prior written consent of the City, provided, however, that the Owner may lease the units of the Project and transfer any interest in the ordinary course of business.

27. ASSIGNABILITY

The Owner shall not assign or transfer any interest in this Agreement without the prior written consent of the City of Kent.

28. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Owner and the City. When used in the Agreement, the terms "City" and the "Owner" shall include any successors and permitted assigns, or any permitted entity designated by either party to carry out the obligations of that party regarding the Project. This includes any entity which may assume ownership of the Project site.

29. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Owner shall comply with all applicable federal, state and local laws, ordinances, regulations and administrative rulings, including those applicable to a Project funded pursuant to the HOME Investment Partnership Program (CHIP) whether or not otherwise referenced in this Agreement.

For the purpose of the Agreement, all of 24 CFR Part 92 is incorporated by reference and made a part of this Agreement as if fully rewritten herein. The definitions contained in Part 92.2 shall control unless this Agreement specifically provides or the context requires otherwise.

30. PERFORMANCE OF OTHER CONTRACTS

The Owner shall pay punctually the principal and interest on any other indebtedness relating to the Project now or hereafter owing by the Owner to any other lender and shall observe and perform the obligations and covenants contained in the loan documents for the other indebtedness relating to the Project.

31. REMEDIES

If the Owner fails to fulfill in a timely and proper manner any term or condition contained in this Agreement, the City shall have the right to exercise concurrently or successively any one or more of the rights or remedies listed in this section. The City shall give the Owner written notice of failure or violation and the Owner shall have thirty (30) days to remedy the failure or violation. However, if the Owner knows of the failure or violation, the Owner shall have thirty (30) days from the date the failure or violation became known to it, to remedy that failure or violation and written notice by the City of Kent shall not be necessary.

The City of Kent shall have the right to exercise concurrently or successively any one or more of the following rights or remedies if:

- A. The Owner becomes insolvent or ceases to pay its debts as they mature or voluntarily files a petition seeking reorganization of, or the appointment of a receiver, trustee, or liquidator for it or a substantial portion of its assets to effect a plan or other arrangement with creditors, or is adjudicated bankrupt, or makes a voluntary assignment for the benefit of creditors; or
- B. An involuntary petition is filed against the Owner under any bankruptcy, insolvency or similar law seeking the reorganization of or the appointment of any receiver, trustee or liquidator for it, or of a substantial part of the property of the Owner, or a writ or warrant of attachment or similar process is issued against a substantial part of the property of the Owner, and such petition is not dismissed, or such writ or warrant of attachment or similarly process is not released or bonded within ninety (90) days after the filing or levy.

The City's rights and remedies include:

- 1) Wholly or partially terminate this Agreement and the rights given to Owner in it;
- 2) Temporarily or permanently withhold or reduce funds not yet paid to Owner;
- 3) Recover from Owner funds previously paid to Owner;
- 4) Disallow all or part of the cost of noncompliant activity;
- 5) Wholly or partially suspend the Agreement;
- 6) Declare due and payable the unpaid principal, accrued interest, and any other amounts due under this Agreement; and
- 7) Exercise any and all individual rights the City of Kent may have in law or equity.

If the City choose any of the remedies outlined, that remedy is effective immediately upon notice to the Owner of the remedy chosen by the City.

No action or inaction by the City at any time of any of the terms or conditions of this Agreement, shall be deemed or construed as a waiver of those terms or conditions or of other terms or conditions in those documents or of the timely proper performance of any terms or conditions in any of the documents. No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City empowered to execute the waiver.

The Owner shall pay all fees, expense and charges incurred by the City in the enforcement of this Agreement and the exercise of any of its rights or remedies, including the reasonable fees and out-of-pocket expenses of legal counsel employed by the City.

32. REPAYMENT OF FUNDS

The Owner shall repay the total amount of the CHIP funds disbursed for the Project to the City if, at any time, the housing does not meet the affordability requirements outlined in the sections of this Agreement titled "Affordability" and "Term of Affordability."

The Owner shall repay any loan funds disbursed for the Project to the City of Kent if the Project is terminated before its completion for any reason.

Subject to Section 33 below, the Owner shall repay the CHIP funds on expiration of the extended use period as reflected in that certain Extended Low Income Housing Agreement between the Owner and OHFA.

33. TERMINATION AND SUSPENSION

The City may, in its discretion, terminate or suspend this Agreement, in whole or in part, and may recover any funds disbursed or to be disbursed if the Owner:

- A. Violates any of the provision of this Agreement;
- B. Violates any of the provisions, conditions or terms of the HOME Investment Partnership Act of the National Affordable Act of 1990;
- C. Violates any applicable regulations or terms and conditions of approval of the application which the U.S. Secretary of HUD has issued; or
- D. Fails to complete performance in a timely manner, which termination or suspension shall not be exercised sooner than December 31, 2014.

In the event of termination or suspension by the City under A, B, C or D above, the City shall give the Owner at least ten (10) business days written notice, and the Owner agrees, depending on the contents of the notice of termination or suspension, to do any of, though not limited to, the following:

- A. Cure such violation; or
- B. [Intentionally Deleted]
- C. [Intentionally Deleted]

Subject to the section of this Agreement titled "Repayment of Funds," the Owner may terminate all or part of this Agreement upon written notice to the City stating the reason, the effective date and, if the termination is partial, the portion of the Agreement to be terminated. However, if the City determines that in a partial termination the remaining portion of the Agreement will not accomplish agreed upon eligible activities, the City may terminate the entire Agreement and, if applicable, exercise any of the remedies stated in the section of this Agreement titled "Remedies."

In the event of termination or suspension by either party of this Agreement, the Owner will be paid a pro-rated amount for expenditures properly incurred for any non-cancelable obligations. Notwithstanding any of the provisions of this section, the Owner shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Owner. Until such time as the exact amount of damages due the City agrees upon or otherwise determined, the City may withhold funds from the Owner.

34. FAILURE TO INVOKE REMEDIES IS NOT WAIVER

No failure of the City to enforce its rights, remedies or options shall be inferred to be a waiver of any of its rights, remedies, or options hereunder or at law and it may at any time, enforce any or all of its rights, remedies and options.

35. REVERSION OF ASSETS

Upon expiration of this Agreement, the Owner shall transfer to the City any CHIP funds on hand at the time of the expiration and any accounts receivable attributable to the use of the funds.

36. DISCLAIMER OF RELATIONSHIPS

The Owner acknowledges that nothing contained in this Agreement or any act of the U.S. Secretary of HUD, or the City shall be deemed or construed by the Owner to create any relationship or third-party beneficiary, principal and agent, limited or general partnership, joint venture or of any association or relationship involving the U.S. Secretary of HUD or the City of Kent.

37. NO ORAL REPRESENTATIONS

All of the terms and conditions of the Agreement between the parties are stated in the Agreement.

38. PARTIAL INVALIDITY

A provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and those other provisions shall remain in full force and effect.

39. AMENDMENTS

This Agreement may be amended only after written approval from the City of Kent Law Director in consultation with the Community Development Director.

40. SUBORDINATION

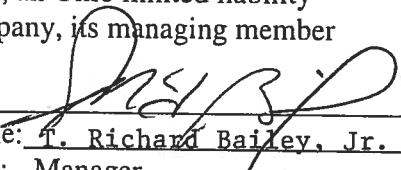
The rights of the City hereunder are expressly subject and subordinate to the rights of KeyBank National Association ("KeyBank") against Owner related to that senior loan from KeyBank to Owner in the amount of \$7,900,000 (the "Senior Loan") as set forth in those certain loan documents in favor of KeyBank evidencing and securing the Senior Loan. The City will not exercise its remedies hereunder for a period of 60 days following delivery of notice of a default to KeyBank. This provision is intended to benefit KeyBank, and may not be revised or deleted without the written consent of KeyBank.

IN WITNESS WHEREOF, the City and the Owner have executed this AGREEMENT as of the date first above written.

OWNER:

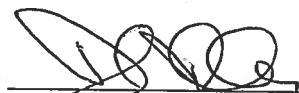
Four Seasons at Golden Pond LLC, an Ohio limited liability company

By: NRP Four Seasons at Golden Pond LLC, an Ohio limited liability company, its managing member

By: 
Name: T. Richard Bailey, Jr.
Title: Manager

CITY:


Attest:


Dave Ruller, City Manager
City of Kent

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

It is hereby certified that the \$250,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the City Treasury or in the process of collection to the credit of the CDBG Fund #126 free from any obligation or certificates now outstanding.

3-13-2013
Date

David A. Coffee
David Coffee
Budget and Finance Director,
City of Kent

APPROVED AS TO FORM:

3-13-13
Date

James R. Silver
James Silver
Law Director, City of Kent

ATTACHMENT A

Parcel 1

Situated in the City of Kent, County of Portage and State of Ohio, and known as being part of Original Brimfield Township Lot Number 3, and being more fully bounded and described as follows:

Beginning at a 1-inch iron pin found in a monument box assembly at the centerline intersection of Sunnybrook Road, 60 feet wide, and Currie Hall Parkway;

Thence South 17 deg. 00' 00" West, along said centerline of Sunnybrook Road, a distance of 1107.27 feet to a point;

Thence North 58 deg. 24' 07" West, a distance of 31.00 feet to a 5/8" iron pin set on the westerly right of way of said Sunnybrook Road, said point also being the Principal Place of Beginning for the parcel herein described;

Course No. 1: Thence North 58 deg. 24' 07" West, a distance of 290.90 feet to a 1" found iron pin;

Course No. 2: Thence South 89 deg. 48' 37" West, a distance of 587.19 feet to a 1" found iron pin;

Course No. 3: Thence North 34 deg. 57' 49" West, a distance of 451.66 feet to a point on the southerly right of way of State Route 261, with varies, being referenced by a 1" iron pin found 0.14' East of said point;

Course No. 4: Thence North 87 deg. 44' 00" East, along said southerly right of way, a distance of 431.67 feet to a point, being referenced by a 1" iron pin found 0.08' west of said point;

Course No. 5: Thence North 88 deg. 17' 52" East, along said southerly right of way, a distance of 476.80 feet to a point, being referenced by a 1" iron pin found 0.10' west of said point;

Course No. 6: Thence North 79 deg. 34' 24" East, along said southerly right of way, a distance of 203.04 feet to a point, being referenced by a 1" iron pin found 0.05' west and 0.07' north of said point;

Course No. 7: Thence North 89 deg. 29' 58" East, along said southerly right of way, a distance of 125.65 feet to a point, being referenced by a 1" iron pin found 0.14' west of said point;

Course No. 8: Thence South 0 deg. 27' 45" East, a distance of 130.12 feet to a point on the westerly right of way of said Sunnybrook Road, being referenced by a 1" iron pin found 0.41' west and 0.05' north of said point;

Course No. 9: Thence South 17 deg. 00' 00" West, along the westerly right of way of said Sunnybrook Road, a distance of 63.33 feet to a 5/8" iron pin set;

Course No. 10: Thence North 73 deg. 00' 00" West, a distance of 63.64 feet to a 5/8" iron pin set;

Course No. 11: Thence South 55 deg. 25' 54" West, a distance of 56.32 feet to a 5/8" iron pin set;

- Course No. 12: Thence North 57 deg. 50' 54" West, a distance of 157.49 feet to a 5/8" iron pin set;
- Course No. 13: Thence North 3 deg. 58' 28" West, a distance of 65.23 feet to a 5/8" iron pin set;
- Course No. 14: Thence South 88 deg. 17' 52" West, a distance of 131.12 feet to a 5/8" iron pin set;
- Course No. 15: Thence South 1 deg. 42' 08" East, a distance of 124.91 feet to a 5/8" iron pin set;
- Course No. 16: Thence South 47 deg. 08' 25" West, a distance of 92.59 feet to a 5/8" iron pin set;
- Course No. 17: Thence South 01 deg. 42' 00" East, a distance of 124.09 feet to a 5/8" iron pin set;
- Course No. 18: Thence South 64 deg. 14' 49" East, a distance of 369.16 feet to a 5/8" iron pin set;
- Course No. 19: Thence South 17 deg. 00' 00" West, a distance of 61.05 feet to a point, said point also being the Principal Place of Beginning, containing 7.4395 acres, 324,064 square feet of land according to a survey by Daniel P. Engle PS 8452 with Atwell, LLC, dated June, 2012, and being the same more or less, and being subject to all legal highways and easements.

MEMORANDUM
DEPARTMENT OF COMMUNITY DEVELOPMENT
City of Kent

Date: March 15, 2013

To: Dave Ruller, City Manager

From: Jennifer Barone, Development Engineer *JB*

Re: 5221 & 5231 Sunnybrook Road – Maplebrook at Golden Pond

Copy: Linda Jordan, Clerk of Council
Jim Silver, Law Director
Gene Roberts, Service Director
Jim Bowling, City Engineer
Bridget Susel, Community Development Director
Project file

I respectfully request City Council agenda time on April 3, 2013 to consider acceptance of shared use path easement.

NRP Group (dba Four Seasons at Golden Pond LLC) is constructing a senior housing facility called Maplebrook at Golden Pond at 5231 Sunnybrook Road. They also own the adjacent parcel (5221 Sunnybrook Road). In lieu of constructing a sidewalk along the Sunnybrook Road frontage, the developer is installing a shared use path. This is consistent with the adjacent developments to the south and is part of the plan for future bike routes. In order to avoid utility poles and still maintain a safe distance from the pavement, a portion of the path will be constructed on private property. NRP Group is offering an easement for the portion on their property.

If you have any questions, please call me.

EASEMENT AND RIGHT-OF-WAY AGREEMENT

GRANTING EASEMENT FOR SHARED USE PATH
Affecting Parcel ID 43-003-0-00-014-006 & Parcel ID 43-003-0-00-014-037

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is acknowledged, and such other consideration as is herein below set forth, the undersigned **FOUR SEASONS AT GOLDEN POND LLC, an Ohio limited liability company ("Four Seasons") and NRP PROPERTIES LLC, an Ohio limited liability company ("NRP")** (collectively, **Four Seasons and NRP** are referred to herein as "**Grantor**"), who claim title to certain real estate by deed recorded in Indexed Number 201222583 of the Portage County records, do (or does) for their heirs, successors, and assigns, hereby give, devise, grant and convey to the City of Kent, Ohio, a municipal corporation, which is hereinafter referred to as "Grantee," its successors and assigns, the perpetual right to a permanent exclusive easement and right-of-way to lay, maintain, operate, repair, remove and replace sidewalks/shared use path, waterlines, sewers and other utility lines, including gas, electric, telephone, cable TV and related necessary appurtenances over and through said real estate situated in the City of Kent, County of Portage, State of Ohio and known as being a part of Lot 3 of original Brimfield Township, said easement being more fully described as follows:

Situated in the City of Kent, County of Portage, State of Ohio, and known as being part of Original Brimfield Township Lot Number 3, and being more fully bounded and described as follows:

Beginning at a 5/8" iron pin found at a southeasterly corner of land now or formerly owned by Golden Pond LLC, said land also being known as lot C-1 per a "Lot Split Plat" P-17123 as recorded in the Portage County Recorded, said corner also being the westerly Right Of Way line of Sunnybrook Road, 60 feet wide, said point also being the Principal Place of Beginning for the easement herein described;

Course No.1: thence North 58°24'07" West along a Southerly line of said parcel C-1, a distance of 20.67 feet to a point;

Course No.2: thence North 17°00'00" East running parallel to said Sunnybrook Road, a distance of 538.95 feet to a point;

Course No.3: thence South 00°27'45" East along said Easterly line of parcel C-1, a distance of 66.65 feet to a point on the westerly Right Of Way line of said Sunnybrook Road;

R:\Address-&-Street-Files\SUNNYBROOK_ROAD\5231 Golden Pond senior housing (Maplebrook)\easements\easement agreement - draft rev.doc

Course No.4: thence South 17°00'00" West along said westerly Right of Way line of Sunnybrook Road, a distance of 480.58 feet to a point, said point also being the Principal Place of Beginning, containing 0.2340 acres 10,195 square feet of land according to a survey by Anthony Maione, Atwell, LLC., dated November, 2012, and being the same more or less and being subject to all legal highways and easements.

Together with the right of the City of Kent, its agents or employees, to store earth and materials during the period of construction, repair or replacement of said sidewalks/shared use path, waterlines, sewers and other utility lines upon the premises of the Grantor on an additional strip of land ten (10) feet wide along the east and south sides of the above described easement.

And grantor(s) do agree to keep said easement free of all permanent structures, providing that the City of Kent, Portage County, Ohio shall operate and maintain said improvement as a public facility in accordance with the standards, policies and procedures of other similar public facilities within the City of Kent and shall properly backfill and restore the ground surface and ground cover vegetation to the condition existing immediately prior to such construction, reconstruction, maintenance or repair; except that said City shall not be required to repair any structures (such as buildings, driveways, light poles and appurtenances, catch basins, storm sewers, utility service lines, pavement, curbing or landscape islands belonging to Grantor and located within the easement and right-of-way, unless such damage was caused by an intentional act of negligence of the City of Kent, its agents, employees, contractors, licensees, or invitees.

IN WITNESS WHEREOF, the Grantor has hereunto set its signature this ____ day of _____, 2013.

WITNESS:

WITNESS:

GRANTOR: FOUR SEASONS AT
GOLDEN POND LLC, an Ohio limited
liability company

By: _____

Print Name: _____

Title: _____
NRP PROPERTIES LLC, an Ohio limited
liability company
By: NRP Partners LLC, an Ohio limited
liability company
Its: Sole Member

By: _____

Print Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

Before me, a Notary Public in and for said County and State, personally appeared the above-named FOUR SEASONS AT GOLDEN POND LLC, an Ohio limited liability company, by _____, in her/his capacity as _____ of such limited liability company, who acknowledged that he/she did sign the foregoing instrument on behalf of said limited liability company and that the same is his/her free act and deed as such officer and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this _____ day of _____, 2013.

Notary Public
My commission expires:

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

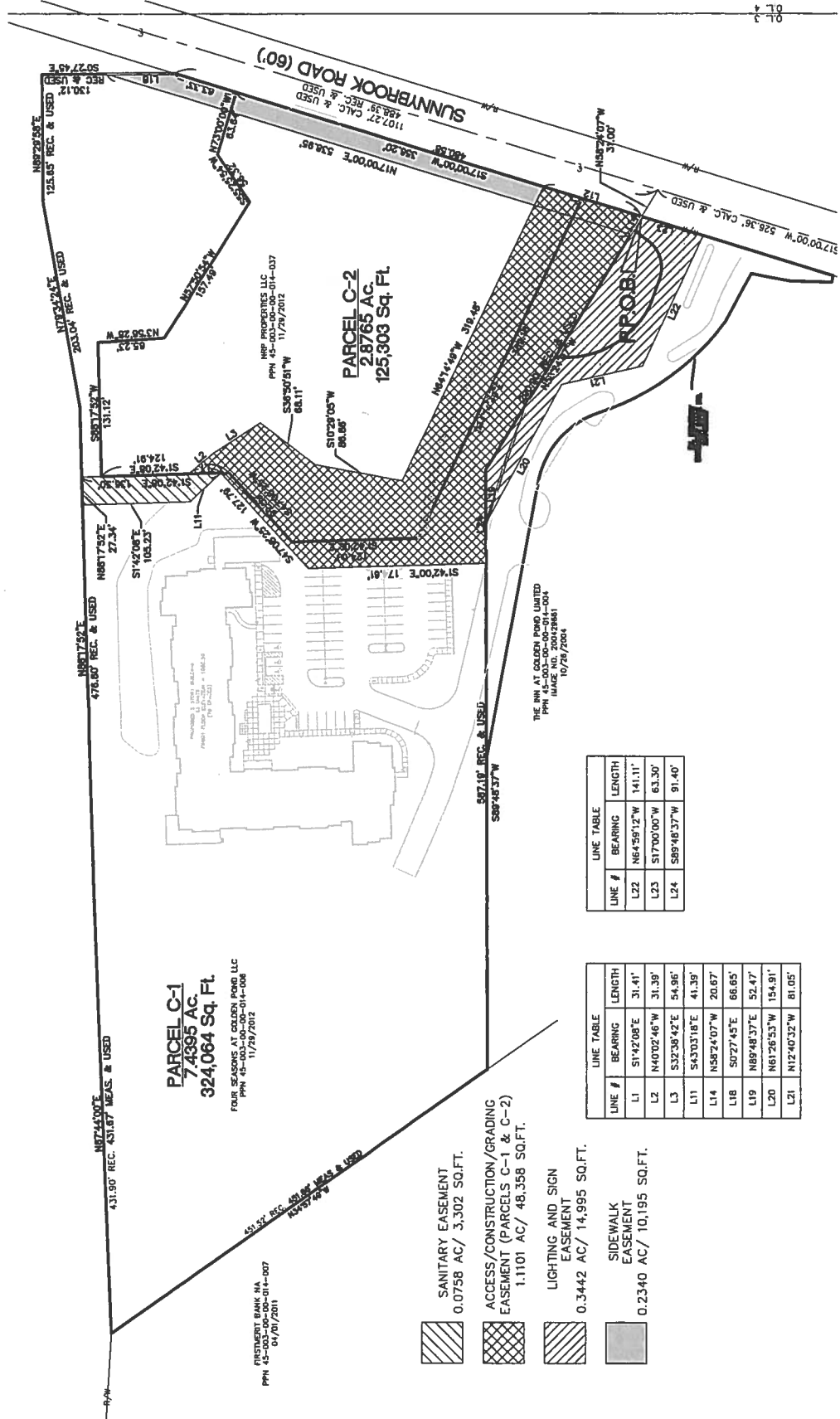
Before me, a Notary Public in and for said County and State, personally appeared the above-named NRP PROPERTIES LLC, an Ohio limited liability company, by NRP Partners LLC, an Ohio limited liability company, its sole member, by _____, in her/his capacity as _____ of such limited liability company, who acknowledged that he/she did sign the foregoing instrument on behalf of said limited liability company and that the same is his/her free act and deed as such officer and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this _____ day of _____, 2013.

Notary Public
My commission expires:

Accepted by Kent City Council, _____, 2013.

THIS INSTRUMENT PREPARED BY: James R. Silver



PARCEL C-1
7.4395 AC.
324,064 Sq. Ft.
 FOUR SEASONS AT COLONY PARK, LLC
 PPN 45-003-00-00-014-004
 11/29/2012

PARCEL C-2
28,765 AC.
125,303 Sq. Ft.
 HWP PROPERTIES LLC
 PPN 45-003-00-014-017
 11/29/2012

- SANITARY EASEMENT
0.0758 AC/ 3,302 SQ.FT.
- ACCESS/CONSTRUCTION/GRADING
EASEMENT (PARCELS C-1 & C-2)
1.1101 AC/ 48,358 SQ.FT.
- LIGHTING AND SIGN
EASEMENT
0.3442 AC/ 14,995 SQ.FT.
- SIDEWALK
EASEMENT
0.2340 AC/ 10,195 SQ.FT.

LINE #	BEARING	LENGTH
L1	S142°08'E	31.41'
L2	N40°02'46"W	31.39'
L3	S32°39'42"E	54.96'
L11	S43°03'16"E	41.39'
L14	N58°24'07"W	20.67'
L18	S027°45'E	66.65'
L19	N89°48'37"E	52.47'
L20	N61°26'53"W	154.91'
L21	N12°40'32"W	81.05'

LINE #	BEARING	LENGTH
L22	N64°59'12"W	141.11'
L23	S17°00'00"W	63.30'
L24	S89°48'37"W	91.40'

EASEMENT EXHIBIT "A"
PROJECT 12000760
DATE: 01/30/2013
REV. 03/04/2013

ATWELL
 866.850.7200 | www.atwell-group.com
 OFFICES IN NORTH AMERICA AND ASIA
 30575 BARRIBOKE RD., SUITE 180
 SUITE 180
 440 JAR 2000



DR: DPE
 CAD FILE: 12000760EX-02

SCALE: 1" = 100'





Kent Parks & Recreation Department

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

TO: Dave Ruller
FROM: John Idone 
DATE: March 11, 2013
RE: Increase Allocation & Amendment to General Compensation Plan

Recent statutory changes to OPERS affect individuals hired as independent contractors. After careful consideration, the law director has determined the use of waivers for professional service contracts should be reduced or eliminated. It is proposed to convert coordinators from sports leagues. This will increase our operating costs slightly as we will be paying benefits on these positions. The parks and Recreation Board approved the following motions at the February 28, 2013 Meeting.

A request to City Council to amend the Allocation Ordinance to increase the amount of Sports Coordinator positions by four additional positions and transfer from Professional Service Line to the necessary wage and benefits lines. There was no more discussion. Kelley Labajetta moves to accept the motion and Kim Ball seconded all were in favor and the motion passed unanimously.

A request to City Council to amend the Allocation Ordinance to increase the number of Program Instructor Positions by six additional positions and transfer from Professional Service Line to the necessary Wage and Benefits Lines. There was no discussion and Pete Orlando moved to accept the motion and Kim Ball seconded and all were in favor and the motion passed unanimously.

A request to City Council to amend the General Compensation Plan to increase the top of the range of pay for the Instructor Position from \$13.08 to \$25.00 and transfer from Professional Service line to the necessary Wage and Benefits Lines. There was no discussion and Pete Orlando moved to accept the motion and Kim Ball seconded and all were in favor and the motion passed unanimously.

Please schedule this matter for discussion at the April 3 Council Committee Meeting. I will be present to answer questions. If you have any additional information please let me know.

NOTE: Instructors paid at this higher rate of pay generate revenue in excess of operating expenses.

CITY OF KENT HEALTH BOARD MEETING
March 19, 2013 5:30 PM
325 S. DEPEYSTER STREET
KENT, OH 44240
Phone (330) 678-8109 Fax (330) 678-2082

AGENDA

- I. MINUTES February 12, 2013 Meeting
- II. OPEN COMMENTS/GUEST COMMENTS
- III. REPORTS
 - A. Statistical Report for January and February 2013
 - B. Expenditures & Encumbrances for January and February 2013
 - C. Health Commissioner's Report for February 2013
 - D. Public Health and Infectious Disease Report – Kindergarten Immunization Rates
- IV. OLD BUSINESS
 - A. Resolution Increasing 2013 Swimming Pool and Spa License Fees
 - B. ODA Training Meeting with Haymakers Farmers Market
 - C. Environmental Health Director Position (Chief Sanitarian)
 - D. Medical Director Contract
 - E. Food Safety Training – Approved by ODH
- V. NEW BUSINESS
 - A. Public Health Futures – House Bill 59
 - B. Health Department Offices
 - C. Mutual Aid Agreement among Public Health Agencies (NECO)
 - D. RWJF Shared Services Meeting in Kansas City, MO
 - E. Academic Health Department Draft MOU
 - F. Resolution Replacing Section of Environmental Health and Housing Maintenance Code on Smoke Detectors
- VI. EXECUTIVE SESSION
- VII. ADJOURN MEETING

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

JN/trr

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

Kent City Health Department
325 S. Depeyster Street
Kent, Ohio 44240
HEALTH BOARD MINUTES
February 12, 2013

Board Members Present

Doug Wagener
Marchelle Bobbs
John Gwinn (newly seated)

Members Absent

Chris Woolverton
Susan Roxburgh
Jack Amrhein

Staff Present

Jeff Neistadt
Tracy Radovic

Doug Wagener called to order the Health Board Meeting of February 12, 2013 at 5:37 p.m.

John Gwinn was welcomed back to Health Board. Three (3) members were absent so normal reports of business for last month would not be voted on tonight since Mr. Gwinn was not present at the meeting for discussion. Reports from January 2013 will appear on the next meeting agenda which has been re-scheduled for March 19, 2013.

Statistical Report & Expenditures & Encumbrances

No vote until March 19, 2013.

Commissioner's Report

The Governor's office as part of the Budget Bill released the Public Health Futures Implementation Plan with the following items included:

1. **Accreditation:** all local health districts in Ohio shall be accredited by 2018 to continue receiving funding from ODH. We assume this means both grants and subsidy.
2. **Community Health Assessment:** include a requirement that hospitals work with their LHDs on their required CHA.
3. **Fiscal Accountability:** ODH will employ additional fiscal accountability measures for LHDs, including but not limited to timelines on how quickly LHDs must return unspent funds and send other funds due to ODH. He did not state a specific timeframe or any other details.
4. **Quality/Performance:** ODH will match current grant deliverables with the accreditation standards in order to "help" LHDs with the accreditation process.
5. **Local Leadership:** all board of health members must have at least 8 hours of public health education every year. Also a hospital or the largest health system in your district will have a seat on your board of health.
6. **Regionalization of Grants:** continue regionalization of programmatic grants starting with the eight or so grants given primarily to LHDs that have a January 1 start date, and then phase in with all other grants and grantees. ODH sees about

8 grants instead of current number. They will also eliminate the requirement for health districts to be contiguous to work together.

7. **Regional Hubs:** to increase cost-effectiveness and encourage agency sharing, LHDs will be encouraged to utilize the services of regional hubs that will be created in the upcoming budget bill to provide IT, HR, Fiscal and other services to multiple local governmental agencies throughout a region.
8. **Mandated Services:** require standardized food sanitarians to create more consistency of sanitarians in the FSO & RFE program, with the potential for other programs as well.

Jeff stated he met with Dr. Wymyslo and Martin Tremmel from the Ohio Department of Health at KSU to discuss the medical home model as well as the RWJF grant and all of the public health efforts now going on in the county.

Performance Evaluations were conducted for all department staff. The position description for the Secretary position has been revised. The position is now open and we are looking to fill that position by mid-March by the latest.

Jeff stated that he will be attending the RWJF Shared Services training in Kansas City with Kelly from Ravenna, Bob Howard from Portage County, and John Hoornbeck from KSU in March, so the next Board meeting will need to be pushed back a week.

Jeff told the Health Board that he and Chip Porter have been having serious discussions about sharing an accreditation coordinator. Also, there have been discussions regarding contracting with Dr. Raub for services. Dr. Raub is currently the Portage County Medical Director. Chip and I are also discussing going in together on a joint application for accreditation.

We have applied for the Accreditation Readiness grant through the Ohio Public Health Partnership. Funding was limited (12,500) but if approved will allow us to do a more thorough assessment of our needs going forward toward meeting the accreditation standards.

Jeff stated that a meeting has been arranged with the City Manager's office and other department heads on improving the City's Public Permit Process. Currently, there is very little communication occurring from all of the departments regarding the approval process so that is now going to be improved to have department heads review and sign off on the permit.

Kyle Kelly and Jeff are serving on the "Portage Prepares" committee. Portage Prepares is a county-wide, long-term education program for preparing Portage County communities to meet the challenges of emergencies and/or disasters in order to be safe, reduce risks of injury and reduce property destruction. A handout on the audience and objectives of the committee was included in your packet.

Also included in your packet was the January PHEP report, the City of Kent's Hazard Analysis Identification and Emergency Operation Plan.

The Kent City's schools Kindergarten immunization rates declined from 66% in 2011 to 58% in 2012. Charts are here showing the past several years for your reference.

And finally, our 2012 budget numbers have been finalized and the health department gave back \$77,000 to the general fund, \$2,700 back to the food service fund and \$20,500 back to the housing fund.

Old Business

Old Business will be addressed at the March 19, 2013 Health Board Meeting.

1. Resolution for Swimming Pool License fee increase.
2. KSU Student Built Environment Research and Presentation

New Business

Jeff stated that he anticipates having a draft proposal for Medical Director ready for review.

Jeff stated he will be going before City Council in March regarding a new position for Environmental Health Director. It is required by the State that a person be named as Environmental Director for us to receive our state subsidy.

Motion: A motion was made by Marchelle Bobbs and seconded by Doug Wagoner to create and accept the position of the Environmental Health Director. No objections. The motion passed.

Jeff explained the Health Departments role in the pilot testing for the Healthspace program that will be utilized for Food Service. In order for us to use this tool we must upgrade the technology we currently are using. We are in need of tablets that can be taken out in the field as well as printers with Bluetooth technology. This will be an expense around \$7,500.

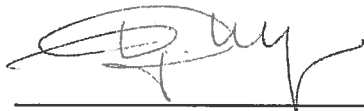
Motion: A motion was made by Marchelle Bobbs and seconded by John Gwinn to approve expending \$7,500 in technology upgrades needed to allow the Health Department to utilize Healthspace. No objection. The motion passed.

The City of Kent Health Department would like to move forward with the Intern Program and begin have students shadowing Sanitarians.

Motion: A motion was made John Gwinn and seconded by Marchelle Bobbs to approve the Intern Program. No objection. The motion passed.

Motion: A motion to adjourn the meeting of was made by Marchelle Bobbs and seconded by John Gwinn. With no objection, the motion passed, the meeting adjourned.

Approved:



Doug Wagener, President



Jeff Neistadt, Secretary

KENT HEALTH DEPARTMENT STATISTICAL REPORT 2013

	Feb 2013	YTD 2013	Feb 2012	YTD 2012
HEALTH DEPT. \$ COLLECTED				
FamAbuse fund	\$ 472.50	\$ 1,120.50	\$ 451.50	\$ 940.50
Vital Stats Rev.	\$ 2,677.50	\$ 6,349.50	\$ 2,558.50	\$ 5,329.50
Child Abuse	\$ 945.00	\$ 2,241.00	\$ 903.00	\$ 1,881.00
State VS	\$ 2,835.00	\$ 6,723.00	\$ 2,709.00	\$ 5,643.00
B Perm Rev	\$ 14.00	\$ 35.00	\$ 23.00	\$ 40.00
B Perm State	\$ 70.00	\$ 175.00	\$ 115.00	\$ 200.00
Food Estab.	\$ 12,045.00	\$ 12,045.00	\$ 9,435.00	\$ 9,875.70
Food Service	\$ 36,229.90	\$ 37,093.90	\$ 32,886.90	\$ 33,838.60
FSO Vending	\$ 280.00	\$ 308.00	\$ 672.00	\$ 672.00
Home Sewage	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Housing	\$ 1,830.00	\$ 6,195.00	\$ 6,910.00	\$ 10,835.00
Swim Pools	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SolWst(Trks)	\$ 245.00	\$ 245.00	\$ 0.00	\$ 0.00
Tattoo Parlors	\$ 200.00	\$ 400.00	\$ 0.00	\$ 100.00
*Misc(Xerox, etc.)	\$ 500.00	\$ 551.60	\$ 0.00	\$ 0.00
- Indigent Burial	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
**ST Subsidy	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COLLECTED	\$ 58,343.90	\$ 73,482.50	\$ 56,663.90	\$ 69,355.30
TO STATE				
FamAbuse fund	\$ 458.35	\$ 1,086.94	\$ 437.97	\$ 912.31
Food Estabs	\$ 924.00	\$ 924.00	\$ 784.00	\$ 840.00
Bur.Permits	\$ 70.00	\$ 175.00	\$ 115.00	\$ 200.00
Child Abuse	\$ 916.65	\$ 2,173.77	\$ 875.91	\$ 1,824.57
State VS QTRLY	\$ 2,835.00	\$ 6,723.00	\$ 2,709.00	\$ 5,643.00
Food Service	\$ 2,506.00	\$ 2,562.00	\$ 2,598.00	\$ 2,654.00
Food Vendors	\$ 60.00	\$ 66.00	\$ 144.00	\$ 144.00
Swim Pools	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Wells	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 7,770.00	\$ 13,710.71	\$ 7,663.88	\$ 12,217.88
TOTAL ASSETS				
	\$ 50,573.90	\$ 59,771.79	\$ 49,000.02	\$ 57,137.42
+Admin fee to Vital Stats	\$ 42.50	\$ 100.79	\$ 40.64	\$ 71.04
-3% FamAbuse	\$ 14.15	\$ 33.56	\$ 13.55	\$ 23.70
-3% ChildAbuse	\$ 28.35	\$ 67.23	\$ 27.09	\$ 47.34

STATISTICAL REPORT Cont.

Feb 2013

YTD 2013

Feb 2012

YTD 2012

PERMIT/lic.

Food Estabs	33	33	28	30
Food Service	106	108	93	95
FS Vending	16	17	24	24
Home Sewage	0	0	0	0
Housing	20	41	44	74
Solid Waste	1	1	0	0
Swim Pools	0	0	0	0
Septic Haul.	0	0	0	0
Tattoo Parlors	2	4	0	1
Other	0	0	0	0
TOTAL	178	204	189	224

MOSQ.CONT.

Sites Treat.	0.0	0.0	0.0	0.0
Adulticide	0.0	0.0	0.0	0.0
Tot Man Hrs	0.0	0.0	0.0	0.0

COMPLAINTS

Received	0	14	19	32
Abated	0	6	18	27

LEGAL COMPL.

Filed	0	0	0	0
Pre-trials	0	0	0	0
Trials	0	0	0	0

COMM.DISEASE*

27	104	0	40
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VNA CLINICS IMMUNIZATIONS

16	76	4	8
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BIRTH Copies issued

35	65	25	68
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DEATH Copies issued

280	682	243	526
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CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT Building Services Division

To: Dave Ruller
City Manager

From: Bridget Susel *B.S.*
Community Development Director

Date: March 19, 2013

RE: Monthly Permit and Zoning Complaint Report – February 2013

Attached is the monthly report per council's request. The Fire Department Review/Inspection fee has been added as a result of the new fees approved by Council and the contractor registrations have been consolidated to one category.

If you have questions or require further information, please let us know.

BUILDING PERMIT REPORT SUMMARY (KCO 147-04) - FEBRUARY 2013

<u>Permit Type</u>	<u># Approved</u>	<u>Current YTD</u>	<u>Previous YTD</u>
Building	10	17	19
Electric	10	17	42
HVAC	14	21	13
Plumbing	13	19	14
Engineering	1	4	12
Subdivisions	0	1	1
Zoning	4	7	9
Total:	52	86	110

<u>Permit Type</u>	<u>Account Code</u>	<u>Fees Collected</u>	<u>Current YTD</u>	<u>Previous YTD</u>
Park Fee	10633513	0.00	0.00	720.00
Fire Dept Review/Inspect	00135201	200.00	0.00	n/a
Building Reviews	00135201	7,443.75	10,143.75	975.00
Building	00135201	2,684.55	4,307.35	4,185.35
Electric	00135202	455.00	1,320.30	6,315.75
HVAC	00135204	1,339.85	1,954.85	575.00
Plumbing	20235203	1,220.30	1,508.30	774.00
Subtotal:		\$13,343.45	\$19,234.55	\$13,545.10
State 1% Fee	80436362	12.10	18.58	25.78
State 3% Fee	80436362	134.69	216.99	278.23
Demolition Bond	80436313	0.00	0.00	1,800.00
Contractor Registrations	00135206 - 8	1,350.00	3,400.00	2,050.00
Zoning	00135301	418.97	540.97	205.00
Fence Permits	00135301	25.00	25.00	0.00
Signs	00135313	320.00	480.00	65.00
Civil Infraction Fines	00135106	300.00	300.00	0.00
Board Applications	00135302	350.00	600.00	500.00
Postage	10405400132	33.67	211.12	326.93
Miscellaneous	00135406	109.20	209.20	300.38
Sewer Permits	20235316	0.00	100.00	100.00
Sewer Utilization	20233604	0.00	0.00	1,310.00
Sewer Disconnect	20235406	0.00	0.00	0.00
Storm Sewer	20833604	0.00	100.00	200.00
Street Excavation	00135317	20.00	80.00	220.00
Water Meters	20133604	0.00	0.00	530.00
Water Permit	20133604	0.00	25.00	1,937.00
Water Utilization	20133604	0.00	0.00	550.00
Water Disconnect	20135406	0.00	0.00	0.00
Chlorination	20133604	0.00	0.00	0.00
Waterline Const/Frontage	20133604	0.00	0.00	0.00
Street Exc. Bond	80436341	0.00	7,800.00	8,000.00
Subdivision Bond	80436312	10,000.00	10,000.00	0.00
Fire Escrow Deposit	80436331	1,513.45	1,513.45	0.00
Site Plan Construction	00135317	0.00	780.00	0.00
Plan Review	00135317	0.00	780.00	4,754.50
Improvement Inspection	00135317	0.00	0.00	4,754.50
Grading Permits	00135317	57.00	57.00	0.00
Plat Review/Lot Split	00135317	0.00	30.00	125.00
Subtotal:		\$14,644.08	\$27,267.31	\$28,032.32
Grand Total:		\$27,987.53	\$46,501.86	\$41,577.42

Permit Payments Listing by Jurisdiction

From: 1/30/13 To: 2/27/13

			Value	Fee	BBS	Total
Existing Commercial						
Kent						
EC-2010-01-1	DECK & BATHROOM CHANGES	2/12/2013				
	CONSTRUCT DECK ADDITION AND BATHROOM		\$35,000.00	\$1,005.12	\$.00	\$1,005.12
	107 S DEPEYSTER ST					
EC-2012-11-3	SHISH-KABOB HOUSE REMODEL	2/12/2013				
	CONSTRUCT RENOVATIONS FOR NEW SHISH-KABOB		\$40,000.00	\$475.68	\$.00	\$475.68
	120 S WATER ST					
EC-2013-02-2	RESTROOM RENOVATION	2/22/2013				
	RENOVATE RESTROOMS		\$35,000.00	\$538.20	\$.00	\$541.22
	919 MARVIN AVE					
	<u>Total for Kent</u>		\$110,000.00	\$2,019.00		\$2,022.02
	<u>Total for Existing Commercial Permits</u>		\$110,000.00	\$2,019.00		\$2,022.02

Electric, Commercial

Kent						
ELC-2013-02-1	ELEC., SERVICE CHANGE	2/13/2013				
	REMOVE EXISTING 200 AMP SERVICE AND PANEL IN		\$.00	\$50.00	\$.00	\$51.50
	209 S PROSPECT					
ELC-2013-02-2	ELECT, SERVICE CHANGE	2/14/2013				
	CHANGE SERVICE		\$.00	\$50.00	\$.00	\$51.50
	1021 S WATER ST					
	<u>Total for Kent</u>		\$.00	\$100.00		\$103.00
	<u>Total for Electric, Commercial Permits</u>		\$.00	\$100.00		\$103.00

Electric, Residential

Kent						
ELR-2013-01-5	ELEC., METER RESET	2/1/2013				
	METER RESET		\$.00	\$35.00	\$.00	\$35.35
	1248 DENISE DR					
ELR-2013-02-1	ELECT, ADDITIONAL CIRCUITS	2/8/2013				
	INSTALL ADDITIONAL CIRCUITS/OUTLETS		\$.00	\$50.00	\$.00	\$50.50
	1301 SUNSET WAY BLVD					
ELR-2013-02-2	ELECTRIC	2/13/2013				
			\$.00	\$50.00	\$.00	\$50.50
	429 HARRIS ST					
ELR-2013-02-3	ELEC., SERVICE CHANGE	2/13/2013				
	UPGRADE SERVICE TO 200 AMP		\$.00	\$35.00	\$.00	\$35.35
	522 HARVEY AVE					

Permit Payments Listing by Jurisdiction

From: 1/30/13 To: 2/27/13

			Value	Fee	BBS	Total
Electric, Residential						
Kent						
ELR-2013-02-4	ELECT, REWIRE OUTLETS	2/19/2013				
	REWIRE OUTLETS ON 1ST FLOOR & BASEMNT		\$.00	\$50.00	\$.00	\$50.50
	114 W OAK ST					
ELR-2013-02-5	ELECT, SERVICE CHANGE	2/20/2013				
	CHANGE ELECTRIC SERVICE		\$.00	\$35.00	\$.00	\$35.35
	829 BRYCE RD					
ELR-2013-02-6	ELEC., METER RESET	2/22/2013				
	METER RESET		\$.00	\$50.00	\$.00	\$50.50
	261 MCKINNEY BLVD					
	<u>Total for Kent</u>		\$.00	\$305.00		\$308.05
	<u>Total for Electric, Residential Permits</u>		\$.00	\$305.00		\$308.05

Existing Multi-Family

Kent						
EM-2013-02-1	BASEMENT BEDROOM WINDOW	2/15/2013				
	INSTALL BASEMENT BEDROOM WINDOW		\$.00	\$50.00	\$.00	\$51.50
	122 UNIVERSITY DR					
	<u>Total for Kent</u>		\$.00	\$50.00		\$51.50
	<u>Total for Existing Multi-Family Permits</u>		\$.00	\$50.00		\$51.50

Engineering, Commercial

Kent						
ENGC-2013-02-1	BLDG C - GRADING PERMIT	2/22/2013				
	FILLING, GRADING & EXCAVATING PERMIT FOR BLDG		\$50,000.00	\$10,057.00	\$.00	\$10,057.00
	210 S DEPEYSTER ST					
	<u>Total for Kent</u>		\$50,000.00	\$10,057.00		\$10,057.00
	<u>Total for Engineering, Commercial Permits</u>		\$50,000.00	\$10,057.00		\$10,057.00

Engineering, Residential

Kent						
ENGR-2013-02-1	STORM WATER SYSTEM	2/11/2013				
	Install a sump and French drains to connect to the the		\$6,500.00	\$20.00	\$.00	\$20.00
	1135 VERONA DR					
	<u>Total for Kent</u>		\$6,500.00	\$20.00		\$20.00
	<u>Total for Engineering, Residential Permits</u>		\$6,500.00	\$20.00		\$20.00

Existing Residential

Kent

Permit Payments Listing by Jurisdiction

From: 1/30/13 To: 2/27/13

		Value	Fee	BBS	Total
ER-2013-01-1	BATHROOM REMODEL	1/31/2013			
REMODEL BATHROOM		\$.00	\$54.80	\$.00	\$55.35
649 ADA ST					
ER-2013-02-1	ELECT, REWIRE	2/20/2013			
REWIRE ELECTRIC		\$.00	\$50.00	\$.00	\$50.50
835 MAE ST					
ER-2013-02-2	ROOF REPAIR	2/21/2013			
REPAIR ROOF		\$.00	\$50.00	\$.00	\$50.50
138 E SCHOOL ST					
ER-2013-02-3	ADA RAMP	2/22/2013			
CONSTRUCT ADA RAMP		\$.00	\$.00	\$.00	\$.00
237 HIGHLAND AVE					
	<u>Total for Kent</u>	\$.00	\$154.80		\$156.35
	<u>Total for Existing Residential Permits</u>	\$.00	\$154.80		\$156.35

Fire Suppression/Alarm

Kent

FSA-2012-12-2	BW-3'S HOOD SUPPRESSION	2/22/2013			
INSTALL HOOD SUPPRESSION FOR BUFFALO WILD		\$.00	\$.00	\$.00	\$.00
176 E MAIN ST					
FSA-2012-12-7	AGEZ & STAGEZ FIRE ALARM	2/14/2013			
INSTALL FIRE ALARM FOR AGEZ & STAGEZ		\$.00	\$405.00	\$.00	\$405.90
830 N MANTUA ST					
FSA-2013-01-4	BELLERIA FIRE ALARM	2/19/2013			
INSTALL FIRE ALARM FOR BELLERIA'S		\$.00	\$186.75	\$.00	\$190.10
135 E ERIE ST					
FSA-2013-01-5	NEW-DLE BAR FIRE ALARM & VOICE	2/6/2013			
INSTALL NEW-DLE BAR FIRE ALARM & VOICE EVAC		\$.00	\$426.60	\$.00	\$432.65
295 S WATER ST					
FSA-2013-01-7	DINO PALMIERI SPRINKLERS	2/11/2013			
INSTALL SPRINKLER MODIFICATIONS FOR DINO		\$3,200.00	\$205.00	\$.00	\$208.90
215 S WATER ST					
FSA-2013-02-2	BW-3'S HOOD	2/22/2013			
INSTALL HOOD FOR HOOD SUPPRESSION SYSTEM		\$.00	\$.00	\$.00	\$.00
176 E MAIN ST					
	<u>Total for Kent</u>	\$3,200.00	\$1,223.35		\$1,237.55
	<u>Total for Fire Suppression/Alarm Permits</u>	\$3,200.00	\$1,223.35		\$1,237.55

Heating, Commercial

Kent

Permit Payments Listing by Jurisdiction

From: 1/30/13 To: 2/27/13

		Value	Fee	BBS	Total
HVACC-2013-01-3	HVAC, GEORGIO'S PIZZA, SUITE 126	2/4/2013			
HVAC, BUILDOUT FOR GEORGIO'S PIZZA, SUITE 126		\$0.00	\$218.40	\$0.00	\$224.95
100 E ERIE ST					
HVACC-2013-02-1	HVAC, BELLERIA'S, SUITE 201	2/13/2013			
INSTALL 2 ROOF TOP UNITS AND 2 KITCHEN HOODS		\$0.00	\$156.15	\$0.00	\$160.83
135 E ERIE ST					
HVACC-2013-02-2	HVAC, POPPED EXPANSION	2/8/2013			
INSTALL NEW GRILLS AND DUCTWORK		\$0.00	\$120.00	\$0.00	\$123.60
175 E ERIE ST					
HVACC-2013-02-3	HVAC, COPEN MACHINE ADDITION	2/8/2013			
INSTALL HVAC FOR ADDITION		\$0.00	\$370.30	\$0.00	\$381.41
501 DODGE ST					
HVACC-2013-02-4	HVAC, MARKET PATH	2/8/2013			
INSTALL INTERIOR DUCTS		\$0.00	\$50.00	\$0.00	\$51.50
295 S WATER ST					
HVACC-2013-02-5	HVAC, WALK-IN COOLERS AND	2/8/2013			
INSTALL WALK-IN COOLERS AND FREEZERS		\$0.00	\$0.00	\$0.00	\$0.00
176 E MAIN ST					
	<u>Total for Kent</u>	\$0.00	\$914.85		\$942.29
	<u>Total for Heating, Commercial Permits</u>	\$0.00	\$914.85		\$942.29

Heating, Residential

Kent

HVACR-2013-02-1	HVAC, FURNACE REPLACEMENT	2/8/2013			
REPLACE FURNACE		\$0.00	\$35.00	\$0.00	\$35.35
202 E ELM ST					
HVACR-2013-02-2	HVAC, FURNACE REPLACEMENT	2/8/2013			
REPLACE FURNACE & DUCT		\$0.00	\$35.00	\$0.00	\$35.35
114 W OAK ST					
HVACR-2013-02-3	HVAC, FURNACE REPLACEMENT	2/8/2013			
REPLACE 1 FURNACE WITH 3 (1 FOR EACH UNIT)		\$0.00	\$150.00	\$0.00	\$151.50
209 S PROSPECT					
HVACR-2013-02-4	HVAC, FURNACE REPLACEMENT	2/13/2013			
REPLACE FURNACE		\$0.00	\$50.00	\$0.00	\$50.50
466 W MAIN ST					
HVACR-2013-02-5	HVAC, FURNACE REPLACEMENT	2/13/2013			
REPLACE FURNACE		\$0.00	\$35.00	\$0.00	\$35.35
321 PARK AVE					
HVACR-2013-02-6	HVAC, FURNACE REPLACEMENT	2/13/2013			
REPLACE FURNACE		\$0.00	\$35.00	\$0.00	\$35.35
218 WOODARD AVE					

Permit Payments Listing by Jurisdiction

From: 1/30/13 To: 2/27/13

			Value	Fee	BBS	Total
Heating, Residential						
Kent						
HVACR-2013-02-7	AIR CONDITIONING	2/14/2013				
INSTALL AIR CONDITIONING IN PRESENT FURNACE			\$.00	\$35.00	\$.00	\$35.35
845 BRYCE RD						
HVACR-2013-02-8	HVAC, FURNACE REPLACEMENT	2/20/2013				
REPLACE FURNACE			\$.00	\$50.00	\$.00	\$50.50
133 W HALL ST						
	<u>Total for Kent</u>		\$.00	\$425.00		\$429.25
	<u>Total for Heating, Residential Permits</u>		\$.00	\$425.00		\$429.25

New Commercial

Kent						
NC-2012-11-1	FIRE ALARM REVIEW FEES	2/19/2013				
			\$.00	\$37.50	\$.00	\$37.50
195 E ERIE ST						
175 E ERIE ST						
135 E ERIE ST						
NC-2012-12-2	COURTHOUSE	2/2/2013				
CONSTRUCT NEW PORTAGE COUNTY COURTHOUSE			\$8,000,000.00	\$5,068.07	\$.00	\$5,119.79
303 E MAIN ST						
	<u>Total for Kent</u>		\$8,000,000.00	\$5,105.57		\$5,157.29
	<u>Total for New Commercial Permits</u>		\$8,000,000.00	\$5,105.57		\$5,157.29

Plumbing, Commercial

Kent						
PC-2013-01-3	PLUMB., REMODEL FOR TROY GRILLE	1/31/2013				
PLUMBING, REMODEL FOR TROY GRILLE			\$.00	\$50.00	\$.00	\$51.50
118 E MAIN ST						
PC-2013-02-1	PLUMB, WATER HEATER	2/8/2013				
REPLACE 1 WATER HEATER WITH 3 (1 FOR EACH			\$.00	\$150.00	\$.00	\$154.50
209 S PROSPECT						
PC-2013-02-2	PLUMB, HAND & MOP SINK	2/8/2013				
ADD HAND AND MOP SINK			\$.00	\$50.00	\$.00	\$51.50
319 W MAIN ST						
PC-2013-02-3	PLUMB. FOR ADDITION	2/13/2013				
DWV SYSTEM TO BATHROOM, FLOOR DRAINS,			\$.00	\$370.30	\$.00	\$381.41
501 DODGE ST						
PC-2013-02-4	PLUMB, INTERIOR PLUMBING &	2/20/2013				
INSTALL INTERIOR PLUMBING & HYDRONICS			\$.00	\$275.00	\$.00	\$283.25
919 MARVIN AVE						

Permit Payments Listing by Jurisdiction

From: 1/30/13 To: 2/27/13

	Value	Fee	BBS	Total
<u>Total for Kent</u>	\$0.00	\$895.30		\$922.16
<u>Total for Plumbing, Commercial Permits</u>	\$0.00	\$895.30		\$922.16

Planning Commission

Kent

PL-2013-02-1	PRELIMINARY PLAT FOR PH. 5	2/27/2013			
			\$0.00	\$200.00	\$0.00
0 STONEWATER					
	<u>Total for Kent</u>		\$0.00	\$200.00	\$200.00
	<u>Total for Planning Commission Permits</u>		\$0.00	\$200.00	\$200.00

Plumbing, Residential

Kent

PR-2013-01-5	PLUMB., BATHROOM REMODEL	1/31/2013			
	PLUMBING FOR BATHROOM REMODEL		\$0.00	\$50.00	\$0.00
	649 ADA ST				
PR-2013-01-6	PLUMB., REPLACE WATER HEATER	2/1/2013			
	REPLACE WATER HEATER		\$0.00	\$35.00	\$0.00
	1197 WINDWARD LN				
PR-2013-01-7	PLUMB., BATHROOM REMODEL	2/4/2013			
	REMOVE AND REPLACE SHOWER		\$0.00	\$50.00	\$0.00
	489 SPAULDING DR				
PR-2013-02-1	PLUMB., WATER HEATER	2/13/2013			
	REPLACE WATER HEATER		\$0.00	\$35.00	\$0.00
	702 PAULUS DR				
PR-2013-02-2	PLUMB., REPLACE WATER HEATER	2/13/2013			
	INSTALL NEW WATER HEATER		\$0.00	\$35.00	\$0.00
	218 WOODARD AVE				
PR-2013-02-3	PLUMB., WATER HEATER	2/13/2013			
	WATER HEATER CODE PROBLEM RESOLUTION		\$0.00	\$35.00	\$0.00
	574 BOWMAN DR				
PR-2013-02-4	PLUMB, FIRE REPAIR	2/20/2013			
	PLUMB FIRE REPAIRS		\$0.00	\$50.00	\$0.00
	114 W OAK ST				
PR-2013-02-6	PLUMB., WATER HEATER	2/22/2013			
	REPLACE 40 GAL WATER HEATER		\$0.00	\$35.00	\$0.00
	1011 N MANTUA ST				
	<u>Total for Kent</u>		\$0.00	\$325.00	\$328.25
	<u>Total for Plumbing, Residential Permits</u>		\$0.00	\$325.00	\$328.25

Review Fees

Permit Payments Listing by Jurisdiction

From: 1/30/13 To: 2/27/13

			Value	Fee	BBS	Total
Kent						
REV-2012-12-1	HOTEL REVIEW #7 FEES	2/22/2013				
			\$.00	\$ 1,837.50	\$.00	\$ 1,837.50
215 S DEPEYSTER ST						
REV-2013-02-1	GREENHOUSE FEES - REVIEW #4	2/22/2013				
			\$.00	\$ 187.50	\$.00	\$ 187.50
919 MARVIN AVE						
	<u>Total for Kent</u>		\$.00	\$ 2,025.00		\$ 2,025.00
	<u>Total for Review Fees Permits</u>		\$.00	\$ 2,025.00		\$ 2,025.00
Zoning						
Kent						
Z-2013-01-3	TEMPORARY SIGN PERMIT	1/30/2013				
	INSTALL TEMPORARY SIGN FROM 1/30/13 TO 3/1/13.		\$.00	\$ 25.00	\$.00	\$ 25.00
405 E MAIN ST						
Z-2013-01-4	NEW MONUMENT SIGNS	2/4/2013				
	INSTALL NEW MONUMENT SIGN AND ENTRY SIGN		\$.00	\$ 100.00	\$.00	\$ 100.00
1521 WHITEHALL BLVD						
Z-2013-02-1	NEW-DLE BAR SIGNS	2/14/2013				
	ERECT 2 EXTERIOR SIGNS		\$.00	\$ 226.50	\$.00	\$ 226.50
295 S WATER ST						
Z-2013-02-3	BUILDING SIGN	2/18/2013				
	INSTALL NEW BUILDING SIGN		\$.00	\$ 50.00	\$.00	\$ 50.00
1458 S WATER ST						
Z-2013-02-4	FENCE	2/26/2013				
	INSTALL 6' FENCE IN REAR YARD PER PLAN		\$.00	\$ 25.00	\$.00	\$ 25.00
1138 WINDWARD LN						
Z-2013-03-1	TEMPORARY SIGN (W/Z-2013-01-2)	2/5/2013				
			\$.00	\$ 45.00	\$.00	\$ 45.00
931 E MAIN ST						
	<u>Total for Kent</u>		\$.00	\$ 471.50		\$ 471.50
	<u>Total for Zoning Permits</u>		\$.00	\$ 471.50		\$ 471.50
	Total for all permit types:		\$ 8,169,700.00	\$ 24,291.37		\$ 24,431.21

Monthly Report

2/11/13 to 2/28/13

<i>Date</i>	<i>Street</i>	<i>Complaint Type</i>	<i>Owner or Company</i>	<i>Ward</i>	<i>Comments/Outcome</i>
2/11/2013	0 Main, West	Zoning Code Violation		2	One sign, posted illegally in the public right of way, was removed. Issue resolved.
2/11/2013	0 Silver Meadows	Zoning Code Violation		2	One sign, posted illegally in the public right of way, was removed. Issue resolved.
2/11/2013	0 Stow	Zoning Code Violation		2	One sign, posted illegally in the public right of way, was removed. Issue resolved.
2/12/2013	551 Cherry	Property Maintenance	Richardson	3	This house has been vacant for several years with no utility connection. These violations have resulted in the property becoming blighted according to Ohio Revised Code Section 1.08(B)(2g-h). Notice was sent to the property owner of record that the house has been placarded and is being considered for demolition due to the blighted condition of the house and/or property. Will monitor for compliance. Adjudication order 13-3.
2/12/2013	0 Cherry	Zoning Code Violation		3	One sign, posted illegally in the public right of way, was removed. Issue resolved.

<i>Date</i>	<i>Street</i>	<i>Complaint Type</i>	<i>Owner or Company</i>	<i>Ward</i>	<i>Comments/Outcome</i>
2/12/2013	244 Cherry	Property Maintenance	Bank of New York Mello	3	<p>This house has been vacant for several years with no utility connection. These violations have resulted in the property becoming blighted according to Ohio Revised Code Section 1.08(B)(2g-h). Notice was sent to the property owner of record that the house has been placarded and is being considered for demolition due to the blighted condition of the house and/or property. Will monitor for compliance. Adjudication order 13-2. There is a work crew on site (2-22-2013) clearing debris from the house. I stopped and spoke with one of the contractors. He stated there is approximately 20 cubic yards of trash in the basement which they will be removing. I asked him if he was the contractor that will be cutting the lawn, since the City has been cutting it for years. He replied he will be cutting the lot this year. He further stated the house may be put on the market in the near future. I will continue to monitor the progress of this house. On 3-11-2013, I spoke with Melissa from Coldwell Banker Realty (330-235-3478). She stated the house is being offered for sale. I asked her if she or the owner (Bank of America) had a plan to properly maintain the property as it hasn't been maintained properly for years. She related she will be the one responsible for maintaining the property. She offered to be the contact person if any violation arise. I will continue to monitor this property.</p>

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2/12/2013	615 Crain	Property Maintenance	Meduri	6	This house has been vacant for several years with no utility connection. These violations have resulted in the property becoming blighted according to Ohio Revised Code Section 1.08(B)(2g-h). Notice was sent to the property owner of record that the house has been placarded and is being considered for demolition due to the blighted condition of the house and/or property. Will monitor for compliance. Adjudication order 13-8.
2/12/2013	130 Elm, West	Property Maintenance	Stonecrest Income & Op	3	This house has been vacant for several years with no utility connection. These violations have resulted in the property becoming blighted according to Ohio Revised Code Section 1.08(B)(2g-h). Notice was sent to the property owner of record that the house has been placarded and is being considered for demolition due to the blighted condition of the house and/or property. Will monitor for compliance. Adjudication order 13-7.
2/12/2013	509 Franklin	Property Maintenance	CHO-OYU Ltd.	5	This house has been vacant for several years with no utility connection. These violations have resulted in the property becoming blighted according to Ohio Revised Code Section 1.08(B)(2g-h). Notice was sent to the property owner of record that the house has been placarded and is being considered for demolition due to the blighted condition of the house and/or property. Will monitor for compliance. Adjudication order 13-10.

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2/12/2013	429 Harris	Property Maintenance	US Bank National Assoc	3	This house has been vacant for several years with no utility connection. These violations have resulted in the property becoming blighted according to Ohio Revised Code Section 1.08(B)(2g-h). Notice was sent to the property owner of record that the house has been placarded and is being considered for demolition due to the blighted condition of the house and/or property. Will monitor for compliance. Adjudication order 13-4.
2/12/2013	645 Mae	Property Maintenance	Federal Home Loan Mor	4	This house has been vacant for several years with no utility connection. These violations have resulted in the property becoming blighted according to Ohio Revised Code Section 1.08(B)(2g-h). Notice was sent to the property owner of record that the house has been placarded and is being considered for demolition due to the blighted condition of the house and/or property. Will monitor for compliance. Adjudication order 12-10.
2/12/2013	261 McKinney	Property Maintenance	Bank of New York Mello	1	This house has been vacant for several years with no utility connection. These violations have resulted in the property becoming blighted according to Ohio Revised Code Section 1.08(B)(2g-h). Notice was sent to the property owner of record that the house has been placarded and is being considered for demolition due to the blighted condition of the house and/or property. Will monitor for compliance. Adjudication order 13-1. On 2-22-2013, an electrical permit was requested for this property. According to the applicant, they recently purchased this house and the sale is set to close shortly. I will continue to monitor this property.

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2/12/2013	1070 Norwood	Property Maintenance	Citifinancial Inc.	2	This house has been vacant for several years with no utility connection. These violations have resulted in the property becoming blighted according to Ohio Revised Code Section 1.08(B)(2g-h). Notice was sent to the property owner of record that the house has been placarded and is being considered for demolition due to the blighted condition of the house and/or property. Will monitor for compliance. Adjudication order 13-5.

<i>Date</i>	<i>Street</i>	<i>Complaint Type</i>	<i>Owner or Company</i>	<i>Ward</i>	<i>Comments/Outcome</i>
2/12/2013	1547 Statesman	Property Maintenance	Yoger	3	This house has been vacant for several years with no utility connection. These violations have resulted in the property becoming blighted according to Ohio Revised Code Section 1.08(B)(2g-h). Notice was sent to the property owner of record that the house has been placarded and is being considered for demolition due to the blighted condition of the house and/or property. Will monitor for compliance. Adjudication order 13-9. I spoke with the property owner, Barry Yoger regarding the condition of his property. He stated the former resident of 1549 was deceased and all of her belongings were still in the unit and her mini van was stil in the driveway. This resident died in 2010. He stated he has recently been able to locate an heir of the deceased resident to remove the property and minivan. Mr. Yoger further stated he has a contractor to work on fixing up the exterior of the property and make the units habitable once again. Will monitor for compliance. On Friday, March 1, 2013, a fax was received from the property owner, Barry Yoger. He has established a timeframe for bringing the property into compliance. Electric service is to be re-established on 3-1-2013, water service and roof repair on Tuesday, March 5, 2013 and re-occupancy on Saturday, March 9, 2013. I will continue to monitor this property.
2/12/2013	0 Water, South	Zoning Code Violation		3	Four signs, posted illegally in the public right of way, were removed. Issue resolved.
2/13/2013	223 Harris	Property Maintenance	City of Kent	3	Received a complaint from a neighbor of a junk tire that was left on the property. The tire was retrieved and disposed of at vehicle maintenance. Issue resolved.

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2/13/2013	0 Olympus	Zoning Code Violation		3	One sign, posted illegally in the public right of way, was removed. Issue resolved.
2/13/2013	0 SR 261	Zoning Code Violation		3	Three signs, posted illegally in the public right of way, were removed. Issue resolved.
2/15/2013	518 Earl	Property Maintenance	Link	1	Complaint was for non-specified exterior property violations. Upon inspection, there were no apparent exterior property maintenance violations. Will contact complainant for specifics. After speaking with the complainant, he stated the addition to the detached garage at 518 Earl is the problem. The violation cannot be seen from the public right of way on either Earl or Park. There is a "lean to" type addition to the rear of the garage. An exterior property maintenance civil infraction warning letter was sent to the property owner via certified and regular U.S. Mail. Will monitor for compliance. Received a telephone call from the property owner regarding this violation. Evidently, the addition was added by her ex-husband and she wants to remove the addition, but wants some time to complete the work until after the weather breaks. I will speak with her directly this afternoon. I spoke with the homeowner directly on 2-22-2013 at 3:10pm. She said she has no problem removing the addition to the garage. She asked for more time due to the weather and I advised her I will check with her on 3-25-2013 for a status update. I advised her she could hire a handyman to dismantle the addition and they could probably get it removed even though it's cold outside. I will continue to monitor.

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2/15/2013	514 Earl	Nuisance Material	Robinson	1	Complaint was for non-specified exterior property violations. Upon inspection, there were no apparent exterior property maintenance violations. Will contact complainant for specifics.
2/19/2013	841 Silver Meadows	Property Maintenance	Carabine	2	Ms. Clark called asking whether the property owner is required to provide a grippable handrail for a set of steps. She continued to explain that she has recently fallen down the concrete steps to her apartment building. The ICC states a stairway of four or more steps requires a grippable handrail. In this case there are five steps with no handrail. I checked a couple of the adjoining buildings and there are a couple buildings with handrails, but they appear to have been added after the construction of the building. I want to check with the CBO whether or not a handrail may be a grandfathering issue if the building was built prior to the code requirement. According to the City's CBO, the building code in effect when the building was constructed would govern whether or not a handrail is required. The building was constructed in 1971 and the codes are not available. Contact was made with the Health Department regarding the possibility of their requirement of handrails since this is a building that is inspected under their jurisdiction. I will await their reply. I received a response from the Health Department, they require a written complaint from the complainant. I called Vicki Clark and explained the process and where she needs to go to file her written complaint. She stated she will have her daughter take her to the Health Department to file the complaint.

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2/20/2013	0 Silver Meadows	Nuisance Material		2	There were several trash cans and boxes in the roadway. They were removed to allow traffic to pass. Issue resolved.
2/22/2013	0 Elm, West	Zoning Code Violation		3	One sign, posted illegally in the public right of way, was removed. Issue resolved.
2/25/2013	1 Joyanne	Property Maintenance	Roberts	5	Received an e-mail from Kyle Kelly at the Kent Health Department. He received a complaint of trash at the Joyanne Court rental. Upon his investigation, he saw there were some external property maintenance issues and alerted this department. Subsequent to his e-mail, there are gutters and downspouts that have either fallen or have been otherwise disconnected. Digital photographs were taken of the violation. An external property maintenance warning and civil infraction warning letter was sent via certified and regular U.S. Mail. Will monitor for compliance. On 2-27-2013, a telephone call was received from Bret Roberts, the property owner. He stated the gutters and downspouts will be replaced prior to the deadline date. He further stated he will call and advise once the project is complete. Will continue to monitor. On 3-11-2013, I received a voicemail message from Bret Roberts. In his message he stated the gutters and downspouts have been replaced on building 3/4, I will verify this repair this morning.
2/26/2013	0 Fairchild	Zoning Code Violation		1	Several signs, advertising businesses outside of the city and nailed to utility poles in the public right of way, were removed. Issue resolved.

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2/26/2013	0 Haymaker	Vehicle Issues		2	I witnessed a truck, hauling a load of scrap metal, scattering it's load of metal along Haymaker Parkway, South Water, Summit Street and Mogadore Road. Kent Police Department was notified. The vehicle was stopped, the load was covered and the driver was cited. I don't know if the City Service Department was notified to sweep the road of the debris. Issue resolved.
2/27/2013	526 Harris	Property Maintenance	Roberts	3	A complaint was forwarded from the City of Kent Health Department regarding unsheltered storage at this property. Upon investigating the complaint, there is a number of bicycles, auto parts and assorted personal property throughout the side and rear yards. A Civil Infraction Warning Exterior Property Maintenance letter was sent via certified and regular U.S. Mail to the property owner. Will monitor for compliance.