



# City of Kent Health Department

325 SOUTH DEPEYSTER ST., KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

## **COMPOSTING.**

(1) **Definition.** For the purpose of this section, “**composting**” means the controlled decomposition of organic solid wastes **including yard waste** under aerobic conditions to produce a relatively stable, inert material that may be incorporated into the soil without producing any adverse impact to the soil or to the public health. **Yard waste includes grass clippings, leaves, branches and twigs, shrubbery trimmings, straw, pine needles, sawdust, wood ash, and Christmas trees.**

(2) **Regulations.**

(a) All **composting** shall conform to such reasonable rules and regulations promulgated by the City of Kent Health Commissioner or their designee to insure sufficient safety, health and sanitation in the City, provided those rules are otherwise in conformity with this section.

(b) **Composting** shall only be permitted only in approved **composting** containers designed and constructed specifically for that purpose. Approved **composting** containers are those that are designed to minimize access to **compost** by animals, rodents and insects and do not exceed five (5) feet by five (5) feet by five (5) feet in size. ~~; that are enclosed, with no opening greater than a half inch, and that are accessible from three sides.~~ **Composting** containers ~~may shall~~ be screened from view and otherwise not be visible from the public right of way. ~~**Composting** containers and~~ are not ~~recommended to be permitted~~ in any front yard ~~and are recommended~~ but not required ~~to be or~~ located ~~greater closer~~ than five (5) feet from any side or rear property line. **Composting** containers are not permitted within a sanitary isolation radius of fifty feet of any known or possible a private water system.

(c) No person shall perform **composting** that is detrimental to the public safety, health or general welfare, or of such nature as to interfere with the value of or enjoyment thereof by the owners, occupants or persons in charge of or control of any property within the immediate vicinity by reason of any noxious odors emanating therefrom, or which is of such character or nature as to create or spread disease or cause an unsanitary and unhealthful condition, or which by its character or nature is likely to attract rodents, vermin or other disease-carrying pests, animals or insects. No person shall keep or leave human waste, refuse or bodies of dead animals in the **compost** pile; store, discharge or deposit sewage, human waste, wash water or other substance which will make a **compost** pile a potential transmission agent of disease; or store or deposit any waste or substances which will pollute water or soil. **Composting** that violates any of these provisions is hereby declared to be a public health nuisance.

(d) Whoever violates this section is guilty of a minor misdemeanor.

# How To Make a Compost Bin

If you love to garden, or simply have an interest in composting, it is easy to do. Follow these instructions on how to build a compost bin out of **snow fences** or **mesh wire** and begin composting!

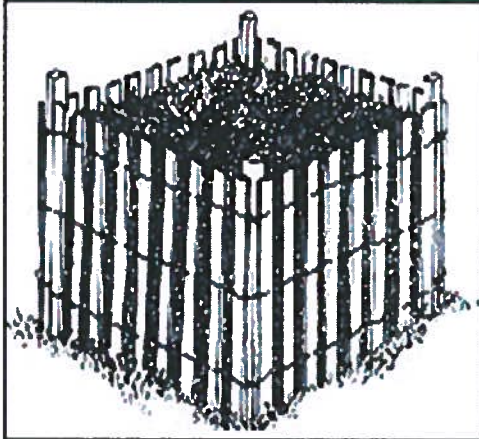
## Materials needed:

- \* Four wooden or metal posts, 4 to 5 feet long (use pressure treated lumber for the wooden posts)
- \* Heavy wire for ties
- \* A 13-foot length of snow fencing, at least 3 feet tall

## Tools Needed:

Wire cutters, pliers, gloves

## Snow Fence Bin



## Directions:

1. Pound the four wooden or metal posts into the ground 3 feet apart
2. Cut the heavy wire into lengths for ties
3. Cut the heavy wire into lengths for ties. Attach the snow fence to the outside of the posts with the wire ties, using pliers
4. Attach the fence ends together in the same way, forming a 3-foot-square enclosure

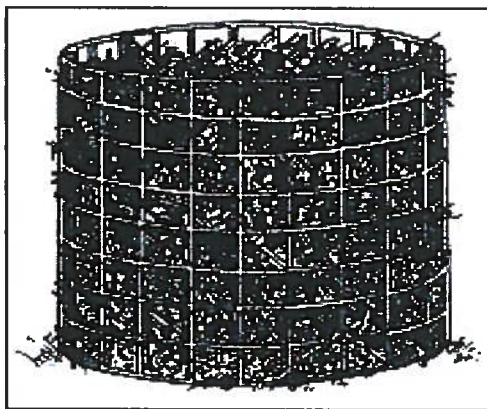
## Materials needed:

- \* 10 feet of mesh wire no taller than 5 feet
- \* Heavy-duty wire
- \* Wooden or metal stakes

## Tools Needed

Wire cutters, hammer, work gloves

## Wire Mesh Bin



## Directions:

1. Level the ground where your bin will be
2. Roll the wire mesh together form a cylinder shape
3. Use scraps of wire bending them to lash the two ends to each other
4. Provide lid or cover of your choice to complete the bin

Once you are done putting a bin together, all composting requires three basic ingredients:

- **Browns** - materials such as dead leaves, branches, and twigs
- **Greens** - materials such as grass clippings, vegetable waste, fruit scraps, and coffee grounds
- **Water** - the right amount of water, greens, and browns is important for compost development



For further questions or concerns contact the  
City of Kent Health Department:  
325 South Depeyster Street, Kent ,Ohio 44240  
Telephone: 330 678 8109

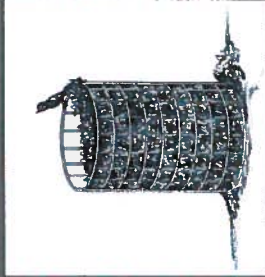


## Acceptable Bins

It is possible to make your own compost container or purchase of the composting bins from the City of Kent Health Department

Its simple to make your own compost bin. To start, you will need wire mesh or wooden pallets. Put them firmly together so that they hold the contents in place.

- Container shall not larger than 5 feet by 5 feet by 5 feet.
- Containers are recommended to be placed in the rear of the property and located no closer than 5 feet from any side or rear property line.
- Water the pile every 7-10 days so that is damp
- Cover with a lid during hot summer months to retain moisture and keep out vermin
- Make sure the pile is churned regularly



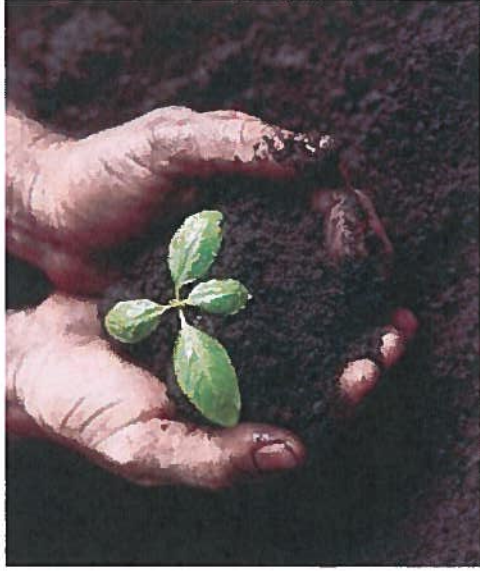
A wire mesh can be rolled up into a cylinder to hold the compost

A Composting bin similar to this one can also be purchased from the City of Kent Health Department

- Able to do hot composting
- Half-inch slits around the whole base for



## Begin composting at Home in your backyard!



325 South Depeyster St.,  
Kent Ohio 44240

Telephone: 330-678-8109  
Fax 330-678-2082



# Your Guide To Home Composting

**COMPOST!**

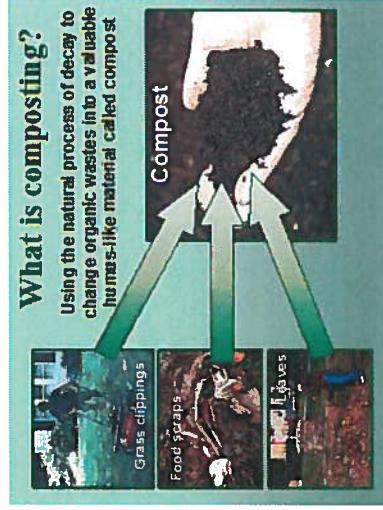


Begin composting  
at Home in your  
backyard!

Provided By:  
**The City of Kent Health  
Department**

## Backyard Composting

Home composting yard materials and certain food scraps can provide valuable material for gardens and landscaping while reducing costs for off-site composting or disposal. Food scraps can be converted into useful, humus like soil. It is easy to make and can significantly reduce organic waste.



## Why Compost?

Composting your kitchen scraps and yard waste at home can help divert material from your local landfill and provide a good quality product for use in your yard and garden. Home composting is both fun and easy to do, and does not require large investments of time, money, or effort to be successful.

## What to Compost?

Start the composting process with 50% green and 50% brown materials cut into pieces no larger than 1 inch in size. Mix and add water every 7-10 days. Your compost is ready to use when it's dark brown, crumbly, and smells like fresh turned soil.

### What to compost

- Yard materials
- Vegetable and fruit scraps
- Coffee grounds and filters
- Tea bags
- Nut shells
- Eggshells
- Clean, unwaxed paper, such as newspaper
- Animal manure (not pet waste)

### What not to compost

- Meat or fish scraps, bones and packaging
- Dairy products (milk, cheese, egg yolks, etc.)
- Fats and oils or foods containing fats and oils
- Pet waste
- Diseased or insect-ridden plants

## Did You Know?

- Composting is a rich soil amendment that is produced by the breakdown of nitrogen and carbon-rich materials by microorganisms
- It adds organic matter to help soil absorb and retain water and nutrients
- It can protect plants from drought or freezing
- It can prevent erosion when compost is used as mulch
- Do not compost fats, pet droppings, or animal products. They will attract pests

## For More Information

For further reading check out these books available for you at the local library or a bookstore for more information and tips

*Easy Composters You Can Build*; Nick Noyes

*Let it Rot: The Gardener's Guide to Composting*; Stu Campbell

*The Rodale Book of Composting: Easy Methods for Every Gardener*; Debra Martin (Editor)

Or visit these great websites

[www.epa.gov/compost](http://www.epa.gov/compost)

[www.composting101.com](http://www.composting101.com)



# CITY OF KENT, OHIO

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## DEPARTMENT OF ECONOMIC DEVELOPMENT

**Date:** April 24, 2013

**To:** David Ruller, City Manager  
Bill Lillich, Safety Director  
Jim Silver, Law Director

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

**Subject:** TREX License Policy Recommendations

Last month, the issue of the TREX license was re-discussed when a formal request was made to Council to consider granting a variance to the current guidelines. During the discussion Council requested that staff review the current standards and make a recommendation for potentially amending the policy and criteria. To that end, staff believes the viable options include:

- Leave the current criteria and guidelines in place and consider using variance requests to address applications that fall short in one or more of the criteria. This option is much more subjective and will likely result in every potential project reaching Council for a decision.

Note: the current requirements include a minimum investment \$750,000 in the physical structure or building, the building must have a minimum of 4,000 sq. ft. and alcohol sales can not exceed 25% of total sales.

- Lower the required level of investment (i.e. \$250,000), space and/or consider a minimum investment per square footage requirement. This could accommodate smaller, but more desirable development in a targeted area such as the Central Business District.

Staff would also like to propose the following provisions as requirements for granting a TREX license:

- Pursuant to the provisions of Ohio Revised Code 4303.29, the City of Kent will only agree to grant a TREX agreement if approval is required before a redeveloper may transfer the liquor license to another location and/or to another owner, within Kent city limits.
- We limit the TREX program to no more than three (3) new/additional TREX Licenses during the first year of the program to allow for careful review and consideration of the



impact of new licenses on our community and other businesses. Currently the City has committed to twenty-six (26) full D-5 licenses. That number includes five new permits that were created as part of our entertainment district. In addition, there are another sixteen (16) D-3 permits issued to the City. With the new Kent State University Hotel and Bricco Restaurant not currently open for business, I highly recommend we take a paced and deliberate approach to considering additional permits.

- Identity of the permit class and source shall be identified at the time of filing a TREX transfer application.
- TREX permits will only be granted in the Central Business District.
- A development agreement outlining the requirements and conditions for approving the license between the City and the applicant.

As previously noted, this discussion really comes down to policy and what level of additional supply and demand is reasonable. Without question, our city has witnessed extraordinary growth over the past five years. We should be mindful of the overall impact the creation of additional TREX licenses would have on our community.



# CITY OF KENT, OHIO

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## DEPARTMENT OF ECONOMIC DEVELOPMENT

**Date:** April 24, 2013

**To:** David Ruller, City Manager  
Bill Lillich, Safety Director  
Jim Silver, Law Director

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

**Subject:** TREX License Policy Twisted Root, LTD

At the April 3 Council Committee meeting, Council considered approving a TREX permit via a variance to the current program requirements. At Council's previous meetings on TREX permits, the use of development agreements was approved to set the standards for a TREX permits to be approved by Council. During the current discussion, the meeting minutes indicate that Council clearly desired to have a development agreement put in place outlining the requirements and conditions for approving a TREX license. To that end, we have been working on drafting final development agreements that include the items Council requested and that are acceptable to the developer, in this case, Twisted Root Cellars.

The current request desired by Twisted Root, LTD is for a D-5 license to allow for all classes of alcohol sales. The developer intends to develop the property owned by Kent Stage Properties, LLC located at 181 East Main Street. They will construct 1,300 square feet of retail/commercial space divided between a first floor space and a basement. The redeveloper has agreed to provide improvements at the location at a minimum level of \$250,000 to complete the initial build out of space.

Council also requested the following items be included in a development agreement:

- Pursuant to the provisions of Ohio Revised Code 4303.29, the City of Kent will only agree to grant a TREX agreement if approval is required before a redeveloper may transfer the liquor license to another location and/or to another owner, within the Kent Municipal limits.
- Identity of the permit class and source shall be identified at the time of filing a TREX transfer application.
- TREX permits will only be granted in the Central Business District.

For your review I have attached a draft copy of the agreement. Twisted Root is respectfully requesting a variance from our existing TREX policy to move forward with their project

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF KENT, OHIO, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio and a duly adopted Charter (hereinafter referred to as the "City"), and TWISTED ROOT, LTD. dba TWISTED ROOT CELLARS, an Ohio limited liability company (hereinafter referred to as the "Redeveloper").

### **WITNESSETH:**

WHEREAS, the City has been active in the redevelopment and clearance of underdeveloped, blighted, and deteriorated areas in the City, and in this connection is engaged in carrying out the Downtown Urban Renewal Plan dated January 2001 (the "Urban Renewal Plan"); and

WHEREAS, the Redeveloper intends to develop the property currently owned by Kent Stage Properties, LLC located at 181 East Main Street, Kent, Ohio (the "Property") by constructing approximately 1,300 square foot of retail/commercial space divided between a first floor space and basement, such improvements hereinafter referred to as the "Private Improvements" into a "wine" bar; and

WHEREAS, the City believes that the redevelopment of the Property with the Private Improvements pursuant to this Agreement and the fulfillment generally of this Agreement are in the best interests of the City and its residents, and are necessary to, to provide for the productive development and reuse of property, to provide for the creation of jobs and employment opportunities, and to improve the economic and general welfare of the people of the City; and

WHEREAS, the City has determined that it is in its best interests of the City and its citizens to aid the Redeveloper in its reconstruction; and

WHEREAS, the Redeveloper needs to acquire a liquor license in order to sell wine and beer at said location – specifically, a D-1, D-2 license, using the TREX liquor license provisions of Ohio Revised Code § 4303.29.

WHEREAS, the construction and use of the Private Improvements is dependent upon the City agreeing to accept a transfer of a liquor license from another location in the State to the City (TREX license); and

WHEREAS, Redeveloper has agreed to provide improvements to 181 East Main street, Kent, Ohio in a minimum amount of \$267,710 to complete the initial build out of the space, provide fixtures, a liquor license, inventory and supplies for the wine bar; and

WHEREAS, pursuant to the provisions of Ohio Revised Code § 4303.29, the City of Kent will only agree to execute this agreement and approve the TREX liquor license, if it's approval is required before Redeveloper may transfer the liquor license referred to above to another location and/or to another owner, whether at the same location or another location; and



WHEREAS, the Kent City Council considered the following criteria prior to consenting to entering into this Agreement:

- a) The financial strength of the Redeveloper; and
- b) The amount of monies being invested into 181 East Main Street, Kent, Ohio; and
- c) The number of employees to be employed by the Redeveloper; and
- d) The amount of square foot space being redeveloped by the Redeveloper; and
- e) The character of the principals of Twisted Root, Ltd.; and
- f) The proposed percent of alcohol sales (84%) and food sales (16%) of the total projected sales at said location; and
- g) That it is only a wine and beer (D-1, D-2) license being requested.

WHEREAS, the Kent City Council granted a variance from its TREX liquor license transfer policy based upon items listed above; and

WHEREAS, both parties acknowledge that the additions of new venues open for the sale of alcoholic beverages within the City, may cause additional work for the staffs of the Kent City Police Department and Fire Department.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the City and the Redeveloper agree as follows:

**Section 1. Redevelopment of the Property.**

(a) The Redeveloper agrees to redevelop the Property by constructing the Private Improvements thereon consistent with all Federal, State and local laws.

The Redeveloper shall commence the Private Improvements when it is ready to do so and has the necessary approvals from the City.

All of the redevelopment on the Property shall be made in accordance with the Redeveloper's approved Project Plans.

The City and the Redeveloper each shall proceed in good faith and diligently, and in cooperation with the other, to carry out its activities necessary to meet the conditions of the Commencement Date.

The Redeveloper shall give notice to the City within ten (10) days of the occurrence of the Commencement Date. If the Commencement Date has not occurred by the 180 day anniversary of the execution of this Agreement by both the City and the Redeveloper, this Agreement shall terminate, unless that date is further extended in writing by the City and the Redeveloper. Any

such extension must be approved by City Council. If this Agreement terminates because the Commencement Date has not occurred within the permitted period, neither the City nor the Redeveloper shall be deemed to have defaulted hereunder and the sole remedy of the City and the Redeveloper is the termination or extension of this Agreement.

**Section 2. Redevelopers Responsibilities.**

In exchange for the approval of the transfer of the liquor license into the City by the City Council, described in Section 3 of this Agreement, the City shall permit the Redeveloper to use the property for a wine bar. The Redeveloper shall:

- a) Invest a minimum of \$267,710 into the redevelopment of 181 East Main Street, which monies may include leasehold improvements, the space to be redeveloped shall include two (2) floors, a basement and a first floor, each floor consisting of a minimum 650 square feet.
- b) Continually follow and obey all local, state and federal laws in the redevelopment of the property and in the operation of the wine bar.
- c) Employ a minimum of seven (7) employees.
- d) Receive the written permission of the City of Kent Council to transfer said license to a new location and/or to a new owner at the same or different location.
- (e) Have food sales constituting a minimum of 16% of total sales for said wine bar.

**Section 3. Responsibilities of the City.**

- a) The City, in exchange for the Redeveloper performing the requirements listed in Section 2, above, shall conditionally approve the transfer of a liquor license into the City of Kent pursuant to Ohio Revised Code § 4303.29, in the name of the Redeveloper, for location at 181 East Main Street, Kent, Portage County, Ohio.
- b) The City, upon written request from the Redeveloper, shall review any proposal to relocate the said liquor license to a different location within the City of Kent, or to transfer said liquor license to a different owner at the same or different location within the City of Kent. The City shall approve the transfer and/or relocation of the license within the City, if the City Council finds that the relocation, and/or transfer meets the following criteria:
  - i) The financial strength of the proposed new owner is adequate to complete the new redevelopment criteria; and
  - ii) The amount of monies being invested into the new location in Kent, Ohio meet or exceed those expended by this Redeveloper; and
  - iii) The number of employees to be employed by the new owner shall be equal to or exceed seven (7); and

- iv) The amount of square foot space being redeveloped by the new owner shall be a minimum of 1,300 square feet; and
- v) The character of the person or people constituting the new owner shall be upstanding; and
- vi) The proposed percent of alcohol sales (84%) and food sales (16%) of the total projected sales at said location being the same at the new location or will have a higher percentages of food sales than 16%; and
- vii) That it is only a wine and beer (D-1, D-2) license being transferred.

Said consent shall not be unreasonably withheld.

**Section 4. Assignment or Sale of Liquor License.**

The liquor license in question may only be transferred by the Redeveloper with the consent of the City as outlined in Section 3.

**Section 5. Remedies.**

(a) General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by the Redeveloper, or any successor, the City may, upon written notice to the Redeveloper proceed to revoke the approval of the transfer of the liquor license into the Kent City limits within thirty (30) days after receipt of such notice. In case such action is taken by the City and the default or breach is not diligently pursued by the Redeveloper to cure the default or breach within a reasonable time, the City may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations; or to revoke the approval of the transfer of the liquor license into the City, mandating the closing of the wine bar and the relocation of the liquor license to a location outside of the City limits.

(b) Force Majeure. Neither the City nor the Redeveloper shall be considered in default in its obligations to be performed hereunder, other than for the payment of money, if delay in the performance of such obligations is due to causes beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the federal or State government, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, or other events beyond the reasonable control of a party and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within 30 days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other party in writing of the duration of the delay.

**Section 6. Conflict of Interest; City's Representatives not Individually Liable.**

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

**Section 7. Notice.**

(a) A notice, demand, or other communication under this Agreement by either the City or the Redeveloper to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (i) in the case of the Redeveloper is addressed to or delivered personally to the Redeveloper at:

TWISTED ROOT, LTD.

\_\_\_\_\_

Attention:

- (ii) in the case of the City, is addressed to or delivered personally to the City at:

City Manager  
Municipal Building  
325 S. Depeyster Street  
Kent, Ohio 44240

with a copy to the Law Director, at the same address.

or at such other address with respect to either the City or the Redeveloper may from time to time, designate in writing and forward to the other as provided in this Section.

**Section 8. Counterparts.**

This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

**Section 9. Jurisdiction.**

The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in a court of record in Portage County, Ohio or in the courts of the United States of America located in such state or commonwealth.



**Section 10. Captions.**

The captions to the section of this Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions of this Agreement.

**Section 11. Severability.**

The parties hereto intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Agreement is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of the City and Redeveloper under the remainder of this Agreement shall continue in full force and effect.

**Section 12. No Oral Modification.**

This Agreement may not be modified or discharged orally, but only by an agreement in writing signed by the City and Redeveloper.

**Section 13. Costs of Enforcement.**

Redeveloper agrees to pay the costs and expenses, including but not limited to reasonable attorneys' fees and legal expenses incurred by City in the exercise of any right or remedy available to the City under this Agreement.

IN WITNESS WHEREOF, the City of Kent, Ohio and Twisted Root, Ltd. have each caused this Agreement to be duly executed in its behalf, on or as of the day and year first above written.

**CITY OF KENT, OHIO**

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

**TWISTED ROOT, LTD.**

By \_\_\_\_\_,  
President:

STATE OF OHIO                    )  
  )SS:  
COUNTY OF PORTAGE            )

Before me a Notary Public in and for said County and State, personally appeared DAVID RULLER, the City Manager for the City of Kent, Ohio, who acknowledged that he signed the foregoing instrument as the fully authorized officer of said City of Kent, Ohio, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed, respectively, as such officer and individually.

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

\_\_\_\_\_  
NOTARY PUBLIC

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

Before me a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the President of Twisted Root, LTD., an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of such company as the free act and deed of himself and of the company.

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

\_\_\_\_\_  
NOTARY PUBLIC

**APPROVED AS TO FORM:**

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



# CITY OF KENT, OHIO

## Office of the City Manager

To: Dave Ruller, City Manager  
From: Suzanne Robertson, Executive Assistant to the City Manager *dr*  
Date: April 26, 2013  
RE: The Secret Cellar's TREX Proposal

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Last fall, Council established guidelines for the TREX transferring of liquor licenses to new establishments wanting to locate within the City of Kent. The City has received a formal request for a TREX transfer for a new business, The Secret Cellar, and is proposing to open as a wine and beer establishment in the lower level/basement of Acorn Corner located at 176 East Main Street.

The Secret Cellar is classifying the proposed establishment as an upscale entertainment club that incorporates a 1920's Speakeasy theme that will seat 140 patrons. The building developer, Genghis Properties, LLC, is planning to construct 3,046 square feet of retail/commercial space in order to accommodate the new business. Genghis Properties, LLC investment in the shell and common areas of the building is reported to be \$655,000 when calculated on a square foot basis, with Acorn Corner Holding, LLC investing an additional \$185,000 to assist with the interior build-out of the space. The owners of The Secret Cellar, LLC, will invest an additional \$210,000 to complete the interior build-out construction and \$30,000 in working capital.

The Secret Cellar's annual sales forecast is at \$824,312, with food sales comprising an estimated 48.5% of sales, beer and wine at 48.5% of sales and the remaining 3% coming from rental income generated through private events.

	<b>Current TREX Guidelines</b>	<b>Proposed Project</b>
<b>Square Foot</b>	Minimum of 4,000 s.f.	3,046 s.f.
<b>Alcohol Sales</b>	No more than 25% of total sales	48.5%
<b>Structure investment</b>	Minimum of \$750,000	\$1,050,000

Council also requested the following items be included in a development agreement:

- Pursuant to the provisions of Ohio Revised Code 4303.29, the City of Kent will only agree to grant a TREX agreement if approval is required before a redeveloper may transfer a license to another location and/or to another owner, within Kent city limits.
- Identity of the permit class and source shall be identified at the time of filing a TREX transfer application.
- TREX permits will only be granted in the Central Business District.



# CITY OF KENT, OHIO

## DEPARTMENT OF SAFETY

To: Dave Ruller, City Manager  
City Council

From: William Lillich

Subject: Vehicle tow company services for the police department

Date: April 25, 2013

Mr. Ruller,

In February of this year several of the towing companies that are used by the police department for authorized towing requested a meeting with Chief Lee to discuss the conditions and rates identified in ordinance section "137.11 Motor Vehicle Towing." This current ordinance was most-recently updated in May, 2005.

Chief Lee, Captain Canfield and I met with the company representatives to discuss rates and expected practices relating to the towing business. Several fee proposals by the three companies were discussed, as well as several procedural questions or concerns relating to the application of the associated police department policy guidelines.

Chief Lee met with the tow companies later in May to present a response to the proposals. The result has been the attached recommendation to modify the fee ordinance. These modifications include some incremental increases in rates and modifications in practices as indicated in the highlighted areas on the attached documents.

Chief Lee and I will be present at the May 1 committee meeting to answer any questions regarding these proposals.

Thank you,

Bill Lillich  
2013026 447



KENT POLICE DEPARTMENT

**2.8 POLICE TOW LIST POLICY**

**I. PURPOSE**

To establish performance requirements for towing service companies when performing tow or impound services for the Kent Police Department; to establish criteria by which tow companies may be added or removed from the police department On-Call Tow List; and to provide an equitable manner by which they are used.

**II. POLICY**

It is the policy of the Kent Police Department to establish basic performance requirements for private tow companies who want to perform towing and impoundment services for the Kent Police Department, and to ensure that tow companies provide proper services in a timely manner. A rotating list shall be used to determine the tow company which is to be contacted when services are needed.

**III. REQUIREMENTS**

**A. NECESSARY AND OPERABLE EQUIPMENT**

- |   |  |
|---|--|
| 1. Safety Lights  | 9. Air bottle  |
| 2. Extra fuel   | 10. Dollies  |
| 3. Entry tools  | 11. Motorcycle sling or other proper equipment to tow a motorcycle |
| 4. Broom  | 12. Winch  |
| 5. Starter cables   | 13. Hoist  |
| 6. All safety equipment operable                                  | 14. Shovel   |
| 7. Flares, reflectors, or other safety markers required at night. | 15. Electric Jump Starter  |
| 8. Fire Extinguisher  |  |

**B. AVAILABILITY**

1. Call Response Time (First Truck)
  - a. 8 15 minutes - normal business hours
  - b. 45 25 minutes - After business hours or during holidays
2. 24 Hour Call answering and vehicle release

**C. IMPOUND AREA**

1. Must be located within the city limits, and available/ accessible to the public for releases on a 24 hour basis. Must have phone response during and after posted business hours. If impound area is not reasonably accessible, must provide transportation.
2. Removal of all impound vehicles within 60 days, unless legally prohibited.
3. Gate fees charged to owner/ operators to gain access to personal items from their impounded vehicles are prohibited, unless the retrieval of personal items is during a period outside the posted business hours. The amount charged for this exception is specified by city ordinance.

## KENT POLICE DEPARTMENT

### D. CLEAN UP AT ACCIDENTS

Sweep and remove all debris from roadway to include any leaked liquids.

### E. INSURANCE

1. Indemnify and hold harmless the City of Kent for all damage, property loss, or injury as a result of any tow requested or ordered by the police department for a minimum of \$500,000.

2. Show proof of insurance and file copy of proof with the City of Kent prior to authorization to tow for the City.

### F. TOWS

1. Only the approved Kent Police Department on-call towing service list will be used for police department directed impoundment tows.

2. If time and circumstances permit, a vehicle operator/ owner involved in a traffic accident or disabled vehicle may request a specific towing service to remove the vehicle. However, if the vehicle is a hazard, or located in the right-of-way, the towing service requested must meet the criteria in items A, B1, and D.

### G. NON-COMPLIANCE AND REMOVAL

1. If the above requirements are not met by a tow company responding to a police department request for service, a supervisory officer may relieve the operator or towing service from responsibility for the tow, and have another towing service handle the tow. Documentation of the incident shall be forwarded to the Chief's Office.

2. At the discretion of the Chief of Police, and for good cause shown, a towing service may be removed from the on-call list for the following reasons:

- a. Non-compliance with any portion of this policy;
- b. Non-compliance with the City of Kent Fees and Charges Schedule for tow or vehicle related services;
- c. Non-compliance with statutory fee requirements (Section 4513 ORC) for private property towing, or other statutory requirements;
- d. Excessive complaints which have been documented or reviewed by the police department concerning rude, confrontational or threatening behavior by tow company employee(s) toward towed vehicle owners; or,
- e. A pattern of unlawful or questionable business practices which would jeopardize public confidence in the Kent Police Department by a continued association with the towing service.
- f. Non-compliance to response times totaling three or more in a month.

3. Towing service companies removed from the police department's on-call tow list may appeal their removal to the City of Kent's Safety Director.

### H. AUDITS

Towing service companies agree to provide access to invoices for police requested tows without cause or to satisfy any customer complaints or inquiries.

### 137.11. MOTOR VEHICLE TOWING.

The following charges, requirements and procedures shall apply for commercial motor vehicle towing within the City at the request of the City:

(a) All commercial tow services used by the Police Department for removal or storage of motor vehicles parked in violation of City ordinance, impounded as a result of proper law enforcement actions, removed from streets due to inoperability as a result of an accident or removed from private property due to statutory or ordinance mandated requirements shall perform each service consistent with standards of performance established by the Police Department. In addition, cleanup of accident scenes shall be performed as a part of basic services.

(b) Each commercial tow service shall maintain an adequate and secure impound area located within the corporate limits of the City.

(c) Each commercial tow service shall charge a rate not to exceed rates as set below:

(1) For all standard towing by sling or wheel lift truck performed within the corporate limits of the City including the release of a vehicle after it has been connected to the tow vehicle: ~~\$85.00~~  
~~\$90.00~~ **\$90.00**

(2) For the storage of motor vehicles, motorcycles or mopeds at a commercial tow service or at a City of Kent facility:

A. For less than ~~four~~ ~~six~~ hours: ~~\$4.00~~ ~~\$10.00~~, **\$10.00**

B. For each period of twenty-four hours or fraction thereof ~~\$12.00~~ ~~\$15.00~~, **\$15.00**

C. For each period of twenty-four hours or fraction thereof stored inside a building ~~\$20.00~~ ~~\$25.00~~, **\$25.00**

(3) For the release of any vehicle during non-business hours when the business is closed. ~~\$35.00~~ ~~\$40.00~~ Normal business hours shall be 9 a.m. to 5:00 p.m. Sat 9am-noon. ~~at a minimum:~~ **\$40.00**

(4) For show-up at the scene of tow when no tow is required: ~~\$35.00~~ ~~\$40.00~~. For show-up at scene when a different piece of equipment is necessary requiring a second response a fuel surcharge of \$4.00 per mile may be billed for that unused equipment.

(5) For any unusual situations as would justify the use of additional equipment or operations which may be needed to remove a vehicle from City streets, an additional fee may be charged as follows:

Flatbed truck ~~\$25.00~~ ~~\$30.00~~ **\$30.00**

Use of dollies ~~\$25.00~~ ~~\$30.00~~ **\$30.00**

Double hook-up ~~\$25.00~~ ~~\$30.00~~ **\$30.00**

Winching of a vehicle ~~\$25.00~~ ~~\$30.00~~ **\$30.00** +\$2.00 per foot in excess of 30 feet

Motorcycle tow ~~\$25.00~~ ~~\$30.00~~ **\$30.00**

Linkage disconnection ~~\$20.00~~ ~~\$30.00~~ **\$30.00**

(6) If, due to requirements at an accident scene, a tow operator is called out and stand-by time exceeds one-half hour the additional rate for each one-half hour or fraction thereof is: ~~\$30.00~~ ~~\$35.00~~ **\$35.00**

(7) Major recovery or salvage operations, or the tow of vehicles in excess of a three-quarter ton chassis shall be at the authorized towing company's established hourly rate of the equipment required.

(8) For extensive clean-up of an accident in excess of fifteen minutes duration, or for clean-up that requires compliance with special waste standards: ~~\$30.00~~ ~~\$35.00~~ **\$35.00**

All such special waste clean-up will require disposal of the waste material in compliance with the current State guidelines for handling of special waste materials.

(9) Retrieval of property from an impounded vehicle: During the period that a vehicle is impounded, no items of vehicle equipment, vehicle accessories, or other items typically associated with the operation of, or attached to the vehicle, may be removed by the owner, operator or other person claiming to have custody of the vehicle.

If the owner or operator of an impounded vehicle reports to the impound location, and requests the release of personal items from the vehicle during normal business hours of 9:00 a.m. to 5:00 p.m. daily, said request shall be granted without charge.

If the request is for retrieval of personal items during a period that is outside the posted business hours, a fee of up to ~~\$35.00~~ ~~\$40.00~~ **\$40.00** may be charged for providing access to the vehicle.

(10) If a vehicle that is impounded, or damaged in a motor vehicle accident is requested to be

towed to a destination outside the city limits, a fuel surcharge of ~~\$3.00~~ \$4.00 per mile or fraction of a mile may be charged by the towing company. A fuel surcharge of \$4.00 per mile may be charged for any in city tows. (Ord. 2005-45. Passed 5-4-05)



CITY OF KENT  
CITY MANAGER'S OFFICE

MEMORANDUM

TO: Honorable Mayor and Members of City Council

FROM: Dave Ruller, City Manager

DATE: April 25, 2013

RE: Police Facility Levy Update

Bill Lillich, Chief Lee, and I have continued working to refine the police facility levy issue in order to obtain Council's support to place the levy on the ballot in November 2013.

Early in 2013 the staff reviewed data collected from telephone surveys completed after the police building levy failed to pass on the November 2012 ballot. The phone survey findings suggested that the compressed time frame prior to the ballot made it difficult to effectively communicate the extent of the need for the new police building with sufficient detail to secure a favorable vote.

Through the spring of 2013 the staff have been working on developing public information items that more effectively communicate the issues behind the need for a new police building and the role of the levy to finance that facility. Examples of the supplemental public information items are attached.

The staff have also continued to work with the architects to continue to refine the space needs for the new building and provide greater perspective on the size, costs and use of the Kent police facility as compared to peer cities. Samples of that comparative data and architectural information is also attached.

Staff have also solicited input from community leaders, Council members and residents in regards to the November 2012 levy failure and in preparation for a possible ballot issue in 2013. From those discussions, staff is recommending a couple of language changes to the levy text to simplify the ballot issue.

The suggested changes include: 1)adding sunset language confirming that once the building costs are paid off, the tax increase is eliminated; 2)remove any references to the allocation of possible excess tax funding for street or other infrastructure repairs and affirm that any income taxes received would be solely dedicated to paying off the building debt as quickly as possible.

Staff is recommending that Council authorize the City Clerk to notify the Board of Elections of the City's request to place the police facility levy on the November 2103 ballot.

# City of Kent Police Department

## Peer City Benchmark Comparison

Prepared by:



Jeffrey G. Meyers, AIA, NCARB, LEED AP BD+C  
Sean E. Barbina, RA, NCARB, LEED AP BD+C

### Study Objective:

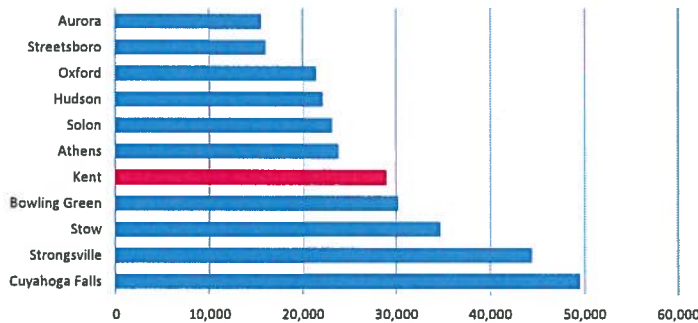
The City of Kent has had several studies performed in the past eighteen years to evaluate the need to update their safety facilities and prepare proposed associated project costs. A primary purpose of the past studies has been in an effort to evaluate the current KPD facilities inadequacies and demonstrate the need for a new police department. This document has been prepared to present comparative data from Kent and selected peer cities. For the purpose of this survey, Kent peer cities are considered to be geographically neighboring cities as well as Ohio cities in which a university campus is within the city limits. The peer cities were also selected by proximity and construction or renovation and addition work performed on their facility within the time Kent has been evaluating their safety needs.

### Study Procedure:

The data from each selected city police department was gathered through a survey method. Survey questions were prepared by staff from the City of Kent and were administered by local design consultants, David Sommers and Associates. The data has been presented in such a manner to highlight how KPD measures among the sampled cities. The specific data provided has been selected for the purpose of exemplifying how Kent compares to peer cities using factors that play an important role in the performance of a safety facilities to properly serve the local populace.

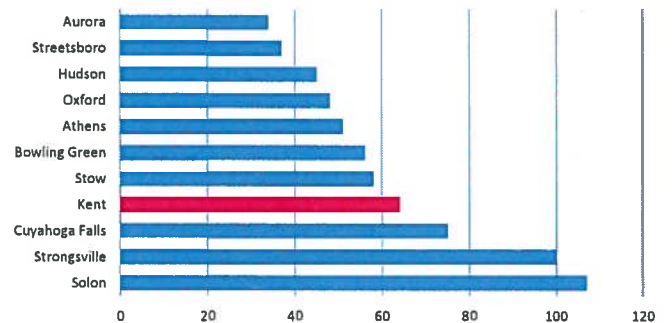
### Study Data:

Peer Cities 2011 Population



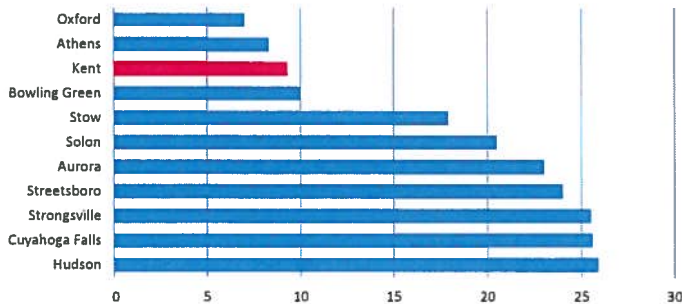
Kent resident population is the 5th largest out of the selected peer cities at 28,935 and just over the average population of 28,180.

Peer Cities Department Staffing



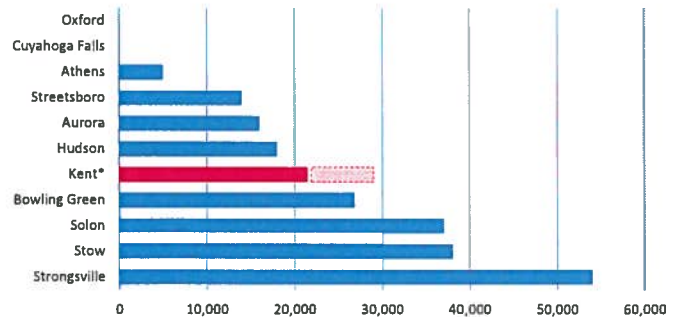
The total staffing which includes sworn officers and civilian staff, is proportionate to the population being the 4th largest and just above the average.

Peer Cities Area in Square Miles



When comparing the peer cities area of jurisdiction Kent has one of the smallest areas in square miles. Kent's medium population, and smaller land area results in a higher than average population density compared to the peer cities. The university cities sampled in this report have similarly heightened population densities with the closest similarity to Bowling Green.

Peer Cities Current Facility Size (SF)



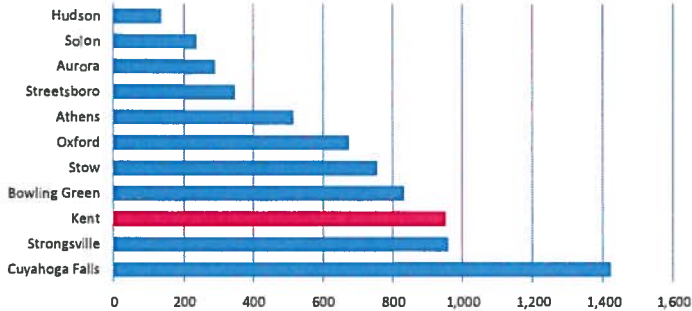
The Police facility for the City of Kent is currently inadequately sized when compared to other peer cities which have undergone construction within the past 18 years. The proposed new facility with an increase of 33% in building size would put the new Kent facility just above the average size of 28,158 SF.

\* Shows current and proposed building size

# City of Kent Police Department

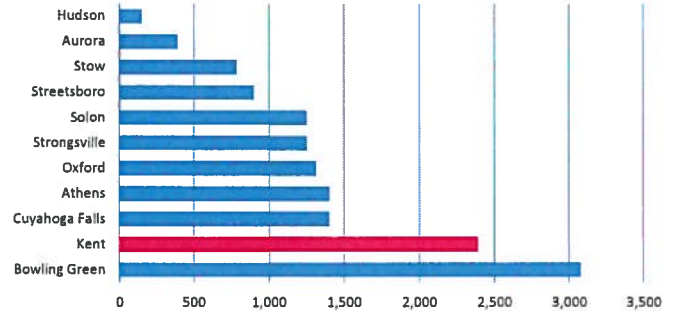
## Peer City Benchmark Comparison

Peer Cities Part 1 Crimes Recorded



Previous studies have been performed and have recorded police statistics with similar results shown. Kent ranks well in above average on the Part 1 crimes, referred to as the Major 8 by some departments. This is in part contributed to the combination of average density city population and a college campus with many transients.

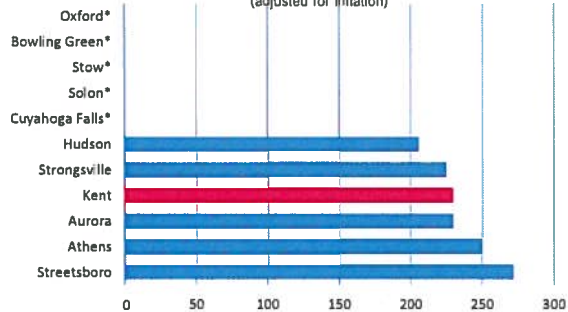
Peer Cities Physical Arrests



The number of physical arrests reported by the city of Kent are substantially higher than other peer cities. In fact the number of arrests in Kent are nearly double the average of 1,300 for other peer cities of both university cities and others in geographical proximity to the City of Kent.

Peer Cities Construction Cost/SF

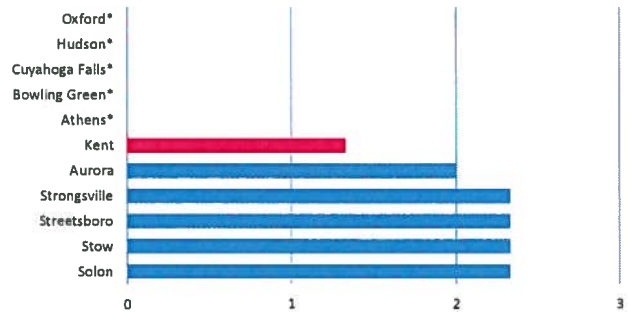
(adjusted for inflation)



Kent has completed extensive research to determine probable cost for a new safety facility. This graph considers both the industry standard and the adjusted cost per square foot from cities which have recently completed a police facility. This data validates that Kent's estimated cost of \$230 per square foot of is appropriate.

\* Data unavailable

Peer Cities Percent of Increase



Kent is proposing to increase its facility size by a conservative 133%. Compared to the 200% + (or more than doubled) increase in size that is typical among the other cities that have undergone construction of new police facilities.

\* Data unavailable

### Observations:

The city of Kent is average in size of population and KPD staff, while smaller in physical land area thus creating a higher population density than the average peer city. The current size of the police station is well below the average peer city, the proposed police facility is near the median size. Criminal activity as evidenced by number of reported incidents and arrests are elevated when compared to other peer cities. This heightened level of criminal activity within Kent's average sized population suggests that there is a higher propensity for police activity per capita, than the comparative peer city. Both the estimated cost of construction per square foot and the proposed increase in size are appropriate when compared to other analogous cities. The data, which was simplified and presented to shed light on differences or similarities, validates the need for an appropriately sized police facility.



**THE CITY OF KENT SAFETY CENTER  
 DESIGN BASED SCOPE OF WORK AND SEQUENCE**

	Who's Responsibility			Architecture and Engineering Design Cost		Time Duration
	Architect	Owner	Other	Actual	Anticipated Range	
<b>Programming/ Needs Assessment</b>						
Determine Available Project Funds (hard costs and soft cost)						
Safety Building Study		1995		\$10,087.00		
Needs Assessment Study		Jan '00		\$9,293.84		
Combined PC Court and Kent Police		July '06		\$25,440.22		
Determine program-what will be housed in the new building				\$61,030.45		
City of Kent Safety Building Facility Study		02.22.2010				
Determine number of spaces						
Delineate requirements for spaces						
Special characteristics of any spaces						
Special Requirements						
City of Kent Safety Building Analysis of Additional Options		03.15.2010				
New Facility - Site Analysis		09.27.2010				
Limited Site B and C Study		01.08.2011				
Magadore Road Site		12.29.2011				
Issue 11 Campaign Images		11.05.2012				
Further Study on Site B		12.20.2012				
Current location in Process and Plans logical map						
Develop Proposed Project Cost Estimate						
Determine Funding sources						
Develop Written Program		Assist Owner				
<b>Total Associated Cost</b>					\$105,851.51	
<b>Consultant Selection</b> <span style="float: right;">2-3 Months</span>						
Select a Delivery Method						
Prepare RFG		Assist Owner				
<b>Schematic Design</b> <span style="float: right;">3-4 Months</span>						
Determine Funding Plan						
Property Procurement						
Property survey with boundaries, topography, and utilities						
Zoning Review						
Preliminary Building Code review						
Determine relationship and adjacencies of spaces						
Determine relationship of building on the land						
Preliminary Site Plan			Review			
Preliminary Floor(s) Plan(s)			Review			
Preliminary investigation of MEP						
Preliminary Exterior Elevations			Review			
Preliminary Detailed Construction cost						
Preliminary Project Cost			Approval			
Department of Rehabilitation and Correction Review						
<b>Total Associated Cost</b>				\$8,865.92	\$137,865.84	
<b>Design Development</b> <span style="float: right;">3-4 Months</span>						
Soil survey		Assist Owner				
Further Developed Site Plan						
Site Civil Engineer Starts						
More detailed Building Code review						
Further Developed Floor Plan		Assist Owner				
Material and Finishes Selections						
Further Developed Exterior Elevations		Assist Owner				
Material and Finishes Selections						
Develop structural system						
MEP Engineers develop systems						
Construction cost review and adjustment if required			Approval			
Department of Rehabilitation and Correction Review		Assist Owner				
BZA		Assist Owner				
Architectural Review Board		Assist Owner				
Planning Commission		Assist Owner				
<b>Total Associated Cost</b>				\$13,639.88	\$212,101.29	
<b>Construction Documents</b> <span style="float: right;">6-8 Months</span>						
Final Site Civil Site work developed						
Final Construction Documents						
Floor Plans, Exterior Elevations, Sections, Details, Schedules						
Final MEP Documents						
Final review of Building Code			Approval			
Final Construction Cost review and adjustment if required						
Department of Rehabilitation and Correction Review			Approval			
<b>Total Associated Cost</b>				\$24,551.78	\$381,782.32	
<b>Plan Review &amp; Bidding</b> <span style="float: right;">3-4 Months</span>						
Submit Documents for building permit to Building Department						
Respond to any Building review						
Pre-bid meeting						
Public Bidding						
Prepare Bid Advertisement and send documents to construction reporting agencies						
Review of bids						
Recommendation of bids to Owner						
Acceptance of Bids by Owner						
Contracts for construction						
<b>Total Associated Cost</b>				\$1,363.99	\$21,210.13	
<b>Construction</b> <span style="float: right;">12-14 Months</span>						
Pre-construction meeting						
Review of shop drawings						
Review of Construction Schedule						
Construction						
Periodic Construction reviews with Owner						
Construction Closeout						
<b>Total Associated Cost</b>				\$19,777.82	\$307,546.87	
<b>Total Architecture and Engineering Design Cost</b>				\$68,199.39	\$1,060,506.45	



**Our Mission to Serve and Protect**  
**IS AT RISK**  
KENT POLICE

*"Safety is our number one priority. The deteriorating and obsolete police facility hinders our ability to serve and protect the citizens of Kent. I urge the residents to learn more about this issue so they may make an informed decision on November 5."*

— Police Chief Michelle Lee

**PROPOSED .25% EARNED INCOME TAX. NOVEMBER 5.**

**IF IT PASSES:**

- ▷ Response times up to 25% faster. Every second counts.
- ▷ The jail will remain open.
  - Offenders will remain detained as we will have adequate jail space.
  - Officers will remain on safety patrols instead of wasteful prisoner transport duties.
- ▷ The proposed building will allow for a modern and professional police force while meeting all compliance regulations.
- ▷ The proposed building will also provide a secure environment for safety service personnel and the citizens we serve.

**IF IT FAILS:**

- ▷ Response times will get worse.
- ▷ The deteriorating and obsolete facility may necessitate closing the jail (per written warning from the state of Ohio). Consequences of a closed jail include:
  - 1/3 fewer police patrolling neighborhoods because of prisoner transport duties.
  - More criminal offenders will be released early.
- ▷ Kent Police may not be able to respond to 911 calls because of prisoner transport duties. We will be over-reliant on other communities to keep us safe.
- ▷ Significant tax dollars will be spent trying to hold the 1924 police facility together for another year or two...at best.

**Our Mission to Serve and Protect**  
**IS AT RISK**  
KENT POLICE

Proposed .25% Earned Income Tax

**NOVEMBER 5, 2013**

**LEARN THE FACTS.**



For more information, visit [www.kentpd.org](http://www.kentpd.org)

## Our Mission to Serve and Protect...

## ...IS AT RISK.

The City of Kent is dedicated to being open, honest and transparent. Our intention is to inform our residents regarding the critical need for an updated safety facility in order to maintain the police department's ability to serve and protect our community.

### BACKGROUND INFORMATION:

- ▶ The City of Kent has received written notice from the State of Ohio Corrections Department that we are non-compliant with current standards for public jails and run the serious risk of being shut down.
- ▶ The City of Kent is currently operating with a 2% earned income tax rate. The last income tax increase was in 1984.
- ▶ Numerous studies have shown it would cost more to bring the current building up to code than it would be to construct the proposed building.
- ▶ The current deteriorating and obsolete police facility was built in 1924.

For additional building finances and facts, visit [www.kentpd.org](http://www.kentpd.org).

### AN EARNED INCOME TAX

WHAT IS TAXED?	WHAT IS NOT TAXED?
Wages	Interest
Tips	Dividends
Self-employed earnings	Capital gains
Partnership income	Pensions
Rental income	Annuity income
Business net profits	Unemployment
	Income from estates
	Social Security benefits

### PROPOSED .25% EARNED INCOME TAX

- ▶ The proposed .25% earned income tax is a dedicated tax, which means that the funds collected can only be used for the purpose of financing the proposed police building.
- ▶ The tax would generate \$1.3 million annually for the bond payment.
- ▶ Retirees and those who are not currently paying income taxes would not be affected.
- ▶ Those who earn \$50,000 annually would pay approximately \$10.42 per month.
- ▶ If passed, the earned income tax will take effect in 2014.

Our Mission to Serve and Protect  
**IS AT RISK**  
— KENT POLICE —

**Our Mission to Serve and Protect**  
**IS AT RISK**  
— KENT POLICE —

*Fact Sheet for Nov. 5 Proposed Earned Income Tax*

WHEN SPEAKING TO FRIENDS, FAMILY AND MEMBERS OF THE COMMUNITY, REMEMBER THESE KEY MESSAGES:

- ▷ **ON NOV. 5, residents will vote on a maximum .25% earned income tax increase for a proposed police building/safety facility.**
- ▷ **The deteriorating and obsolete police facility hinders our ability to serve and protect the citizens of Kent.**
- ▷ **The City of Kent has received written notice from the State of Ohio Corrections Department that we are non-compliant with current standards for public jails and run the serious risk of being shut down.**
- ▷ **If the issue fails and the jail closes:**
  - ▷ Response times will get worse.
  - ▷ 1/3 fewer police patrolling neighborhoods because of prisoner transport duties.
  - ▷ More criminal offenders will be released early.
  - ▷ Kent Police may not be able to respond to 911 calls because of prisoner transport duties. We will be over-reliant on other communities to keep us safe.
  - ▷ Significant tax dollars will be spent trying to hold the 1924 police facility together for another year or two...at best.
- ▷ **The City of Kent is currently operating with a 2% earned income tax rate. **THE LAST INCOME TAX INCREASE WAS IN 1984.****



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 25, 2013  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *BS*  
RE: Conversion of Certified Cost to a Lien

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In December 2011, Council provided authorization to certify over to the Portage County Auditor, a list of delinquent fines and unpaid fees in order for these fines and fees to be assigned to the tax duplicate associated with each parcel/property. One of the assigned unpaid fees included on the list was for the costs incurred by the City for the asbestos mitigation and demolition of a blighted residential structure located at 105 W. Oak Street.

The City had received grant funding in 2009 through the Neighborhood Stabilization Program (NSP) which allowed for the demolition of vacant and blighted structures in residential areas. The City secured demolition orders through the court for eight (8) of the nine (9) properties that were razed. The only property that was demolished through a voluntary action by the owner was the property located at 105 W. Oak Street. At the time the voluntary judgment entry was approved, the owner was advised that the costs for the demolition and asbestos mitigation would be assigned as a lien on the parcel and would not be due and payable until the time the parcel was sold or transferred out of the owner's name. The costs, however, were certified over to the Portage County Auditor in 2011 and were assigned to the 2012 real property tax duplicate, with the whole amount due and payable this year.

The owner of 105 W. Oak Street had been very responsive to the City's complaints concerning the blighted property and worked with the City to expedite the demolition of the structure back in 2010. I am respectfully requesting time at the May 1, 2013 Council Committee session in order to discuss this matter in greater detail and to seek legislative authorization, with emergency, from Council in order to convert the costs associated with demolishing 105 W. Oak Street from a cost assigned to the tax duplicate, to a lien placed on the parcel. Converting the manner in which the unpaid fee is associated with the property will relieve the owner from the current financial burden of needing to pay the demolition fees in full at the present time.

Thank you for your consideration of this request. Please let me know if you need any additional information in order to place this item on the Council Committee agenda.

Cc: Linda Jordan, Clerk of Council  
Jim Silver, Law Director  
Eric Fink, Assistant Law Director  
105 West Oak Street (NSP) Demolition file