



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 8, 2013
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BDS*
RE: Renewal of Housing Revolving Loan Fund Administration Agreement

The City of Kent's Housing Revolving Loan Fund Administration Agreement with the State of Ohio expired on December 31, 2012 and the Development Services Agency (formerly known as the Ohio Department of Development) has forwarded the City a new agreement for the period January 1, 2013 through December 31, 2015. This agreement specifies the administrative and program implementation requirements associated with the City's Community Housing Improvement Program (CHIP) Revolving Loan Fund, which is used to support the City's Owner-Occupied Housing Rehabilitation Program.

I am respectfully requesting time at the January 16, 2013 Special Council Committee session to discuss this item and request Council approval of an ordinance authorizing the City Manager to execute the new agreement.

Please let me know if you need any additional information in order to add this item to the agenda.

Thank you.

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the _____, located at _____ with F.T.I. Number: FTI _____ (the "Grantee"), and shall be effective beginning **January 1, 2013** (the "Effective Date") and terminate **December 31, 2015** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas served by the Revolving Loan Fund.

D. Grantor desires to have Grantee administer a Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # _____ on _____, _____ (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Revolving Loan Fund Capitalization. Grantee shall deposit any and all housing related Program Income, as defined herein, derived from CDBG Community Housing Improvement Program ("CHIP") and HOME funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Housing Revolving Loan Fund Account. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG CHIP and/or HOME Program funds. Furthermore, the Housing Revolving Loan Fund ("RLF") is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's Housing Program Income Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

2. RLF Plan and Use of Funds. Grantee has adopted a Community Housing Improvement Strategy (CHIS) and a copy of the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor in the OCD Housing Policies and Procedures Manual. The policy and

procedures manual must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing RLF Policies and Procedures Manual and the Local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all CHIP requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

3. Reporting Requirements. Grantee shall submit Housing Semi-Annual Program Income Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 Housing Semi-Annual Program Income Report of each year. The Housing Semi-Annual Program Income Report shall include information for all housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.

4. Compliance with General CDBG and HOME Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

5. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

6. Prevailing Wage Rates and Labor Standards. Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the HOME program labor provisions and apply the federal Davis Bacon Labor Standards where required. In the event that any construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

7. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

8. National Objective Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of the provision of a housing related direct benefit for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG or HOME National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

9. Suspension and Termination.

a. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Grantor reserves the right to suspend the administration of the Housing RLF at any time for failure of the Grantee or its designated administrative agent to administer the local Housing RLF in compliance with the OCD Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the Housing RLF. Failure to accurately report on the Housing RLF Funds could result in Grantor placing the Housing RLF Funds on hold or recapturing the Housing RLF Funds. Grantor also reserves the right to request the Housing RLF Funds be returned to the State of Ohio upon failure to comply with the OCD Housing Policies and Procedures Manual and the Local Policy and Procedures Manual.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days, (v) Grantee

fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee.

10. Subrecipient Agreements. Grantee shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the Housing RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the Housing RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen days of any change in status of the designated administrative agent.

11. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 19f herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to administer the Housing RLF, have the Grantee close out the Housing RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the Housing RLF Funds.

12. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a Housing RLF as set forth in the OCD Housing Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 9 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Housing RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

13. Audits and Inspections. Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the Housing RLF Funds are audited according to the requirements of the ODOD Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

14. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall, in all solicitations or advertisements or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

15. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

16. Adherence to State and Federal Laws and Regulations.

a. General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement. Grantee shall pay or cause to be paid all unemployment

compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the performance of the work authorized by this Agreement.

b. Ethics. In accordance with Executive Order 2011-03K, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. The Grantee understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

17. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

18. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

19. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of the Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In the case of the Grantee, to:

(Insert Contact and Address)

f. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, and then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein, shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule") and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and insure to the benefit of Grantee, its successors and permitted assigns.

l. Survival. Any provisions of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitations, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day and year set forth below.

GRANTEE:

GRANTOR:

(Grantee Name)

State of Ohio
Ohio Development Services Agency

Christiane Schmenk, Director
Ohio Development Services Agency

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

KM 7/30/12
concerning council
approval

APPLICATION FOR SPECIAL EVENT
PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC.
City of Kent, 215 E. Summit Street, Kent, OH 44240

* original to
KPD 7/30/12

NAME OF EVENT On My Own Two Feet Marathon

ORGANIZATION SPONSORING EVENT On My Own Two Feet

APPLICANT NAME Melissa Coerns PHONE 330 990 9277

ADDRESS 605 S Depeyster St

NAMES AND ADDRESSES OF ALL PERSONS WHO ARE IN CHARGE AND/OR WILL BE IN A RESPONSIBLE POSITON DURING THE EVENT:

Melissa Terwilliger

DATE OF EVENT April 20, 2013 NO. OF PARTICIPANTS 200 - 300

REQUESTED PERMIT START TIME (INCLUDES SET-UP) 8:00 END TIME (INCLUDES CLEAN-UP) 4:00

ACTUAL EVENT START TIME 9:00 EVENT END TIME 3:00

IF PARADE: STARTING POINT Beckith's ENDING POINT same

ATTACH MAP TO APPLICATION SHOWING PROPOSED STREETS TO BE BLOCKED OFF FOR EVENT, AND ROUTE OF PARADE OR RACE. (May be hand drawn.) I will provide a detailed map of route sketch on back

PROOF OF INSURANCE MAY BE REQUIRED BEFORE PERMIT CAN BE ISSUED. REVIEW CHAPTER 316 OF THE CODIFIED ORDINANCES OF THE CITY OF KENT. will not be on roads!

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

Melissa Coerns
Signature of Applicant

SUBMIT APPLICATION FOR PERMIT AT LEAST 30 DAYS IN ADVANCE, BUT NO SOONER THAN ONE YEAR IN ADVANCE.

Do not write below this line.

FOR POLICE DEPARTMENT USE

MEMORANDUM AGREEMENT YES NO APPLICATION APPROVED

APPLICATION DISAPPROVED

Name _____ Date _____

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

Law Director Date

MEMORANDUM OF UNDERSTANDING

In Re: On My Own Two Feet Marathon

Date of Event: April 20, 2013

A memorandum of understanding between Melissa Cairns, applicant for the event, and Chief of Police Michelle Lee, representing the City of Kent, regarding a RACE PERMIT for runners in a 26.2 Marathon and 13.1 Half-Marathon.

- 1. NATURE AND LOCATION OF THE EVENT:** The event features a full marathon and a half marathon. proceeds from the event will benefit the Domestic Violence and Child Advocacy Center and Family and Community Services, Inc. The sponsor of the event is requesting the use of four city streets that border the incomplete portions of the Hike and Bike Trail adjacent to the Cuyahoga River and various Kent Parks. A significant portion of the race takes place outside the City of Kent in Franklin and Ravenna townships. The race starts at Beckwith's Farm on Lake Rockwell Rd. and heads west along the Hike and Bike Trail. Melissa Cairns agrees to work in cooperation with the City of Kent, and the Portage County Sheriff's Office concerning jurisdictional responsibilities.

A. MARATHON (26.2 Miles): (See attachment A) The race begins at Beckwith's Farm on Lake Rockwell Rd. in Franklin Twp. Runners will run west along the Portage County Hike and Bike Trail and enter the City of Kent along the trail north of Lake St. Runners will continue along the trail until they approach the former location of the Crain Ave. Bridge. Runners will cross the ABC Railroad tracks (to be coordinated by the sponsor with ABC Railroad) then enter the southbound curb lane of North Water St. Runners will continue southbound along N. Water St. to Fairchild Ave. and then west across the Fairchild Ave. Bridge. Runners will then head south in the east lane of Gougler Ave. Runners will re-enter the Hike and Bike Trail in the area of 315 Gougler Ave. (to be coordinated by sponsor with permission of the property owner, Dale Adams). Runners will continue southwest along the Hike and Bike Trail and cross Stow St. at Riveredge and Tannery Parks. Runners will turn around on the Hike and Bike Trail just east of Middlebury Rd. Runners will follow the same course back out of the city. The course continues east outside the City of Kent to Towner's Woods, around Towner's Woods, and then back to Beckwith's Farm.

Road closures in the City of Kent are as follows (see attachment B):

The southbound curb lane on N. Water St. will be closed from Lake St to the Fairchild Ave. Bridge with cones and/or barricades. Traffic will be maintained on N. Water St. in the affected area in the remaining two open lanes.

The entire Fairchild Ave. Bridge will be closed with cones and/or barricades.

The east northbound lane of Gougler Ave. will be closed with cones and/or barricades from Fairchild Ave to the area of 315 Gougler Ave. The west, northbound lane on Gougler Ave. will remain open to vehicular traffic.

Stow St. will be closed from Mogadore Rd. west to the area just west of Tannery Park. Road closed warning signs and detour signs will be placed on Stow St. just south of Haymaker Pkwy. In addition, a warning sign (road closed ahead) and a detour sign will be posted on Summit St. at Franklin Ave. (for westbound traffic).

B. HALF-MARATHON (13.1 Miles): The sponsor is also providing a half marathon event that begins at Beckwith's Farm and follows the same route as the full marathon runners. However, the runners in the half marathon will turn around at some point on the Hike and Bike Trail outside the City of Kent and run back to Beckwith's Farm.

- 2. STREET BARRICADES:** The sponsor has made arrangements with the City of Kent Service Department to provide barricades and/or cones and staffing for this event. Barricades will be removed immediately following the completion of the race. (See attached map for barricade and street signage locations. Attachment B)

3. 316.04 - RULES, GUIDELINES, CONDITIONS AND REQUIREMENTS:

- A. ACCESS TO BUSINESSES AND RESIDENCES – with the exception of the Fairchild Ave. Bridge, and a short portion of Stow St., accessibility along the affected race route will not be restricted. Traffic will be maintained along the race route with police officers, barricades, traffic signs, and traffic cones.
- B. ALCOHOLIC BEVERAGES – None
- C. ANTI-DISCRIMINATION PROVISIONS – No
- D. FIRE PREVENTION/ SUPPRESSION – No
- E. FOOD VENDORS – D.N.A. (Beverages and fruit provided at Beckwith's Farm and aid stations along the race route)
- F. HEALTH AND SANITATION – The sponsor will provide Port-o-potties at start/finish line.
- G. FIRST AID –Volunteers of the permit holder will be located throughout the race course (at each of the five (5) aid stations) providing first aid, water and assistance.
- H. HOURS – (Rain or shine) 7:00am (set up), April 20, 2013, at Beckwith's Farm. Full Marathon starts at 9:00am and ending at 3:00pm. The Half Marathon will start at 9:00am with the course closing at 3:00pm.
- I. EVENT WAIVERS – The Sponsor will require a waiver form to be signed by each participant prior to the events. A parent or guardian will be required to sign a waiver for each participant under 18 years of age prior to the event.
- J. MECHANICAL RIDES – None
- K. NEIGHBORHOOD APPROVAL – D.N.A.
- L. NOISE LIMITATIONS – per City ordinance
- M. PAVEMENT PROTECTION – None required
- N. SPECIAL PERMITS – No
- O. SECURITY & TRAFFIC CONTROL – Police personnel will be assigned to provide security and traffic control for the event. Posting of KPD officers will be on N. Water St. at Fairchild Ave. and Stow St. at Tannery Park. Event volunteers will be posted on N. Water St. (closed portion), Fairchild Ave. Bridge, Gougler Ave. (closed portion) and Stow St. (closed portion). The event sponsor agrees to provide signage to help warn drivers on all affected streets within the Kent City limits. It is understood that the Portage County Sheriff's Office may provide officers (per Portage County requirements) for their portion of the event.

The permit holder will be responsible for the reimbursement of the following:

- 1) Kent Police officer wages for staffing one (1) traffic control position on N. Water St. at the Fairchild Ave. Bridge for the duration of the event (minimum three hour show up fee)
- 2) Kent Police officer wages for staffing one (1) traffic control position on Stow St. at Tannery Park for the duration of the event (minimum three hour show up fee),
- 3) Two police cruisers (at hourly rate) for the duration of the event
- 4) One (1) City of Kent Repair Operator's wages for the duration of the event plus time required for set-up and removal of barricades and/or cones (minimum three hour show up fee)
- 5) One (1) City of Kent Service Worker's wages for the duration of the event plus time required for set-up and removal of barricades and/or cones (minimum three hour show up fee)
- 6) Two City of Kent Central Maintenance trucks (at hourly rate) for duration of event plus set-up and removal of barricades and/or cones

The sponsor will be invoiced for total City of Kent costs (see attachment C for estimate).

- P. TRASH & RECYCLING – Sponsor agrees to have event volunteers pick up trash left behind by race participants.
- Q. UTILITY SERVICES – D.N.A.
- R. GAMBLING – D.N.A.
- S. VENDOR ACCESS – D.N.A.
- T. WAIVERS, SPORTING EVENTS – D.N.A.

- U. WEATHER ALERT RADIO SYSTEM AND WARNINGS – The City of Kent will provide the sponsors with two weather radios programmed to NOAA’s National Weather Service. When severe weather alerts are received through tone activation and respective message, sponsors agree to provide a warning system that’s capable of alerting event participants. Warning alerts may be made with one of the following; (Public Address System, Bull Horn, Air Horn, or cell phones, etc.)
- V. ASCAP REQUIREMENTS – Permit holders shall be responsible for fulfilling ASCAP (American Society of Composers, Authors, and Publishers) requirements for any music played at a special event, including but not limited to reporting requirements. In addition, the permit holder shall be responsible for any costs charged to the City or the applicant by ASCAP for said event.

4. **PERMIT REVOCATION:** The sponsor understands that the City of Kent maintains the authority to cancel the permit at any time up to and during the event if an emergency situation should dictate.

Melissa Cairns 1/9/13
Melissa Cairns Date
OMO2F Marathon

Michelle Lee 1/8/13
Michelle Lee Date
Chief of Police

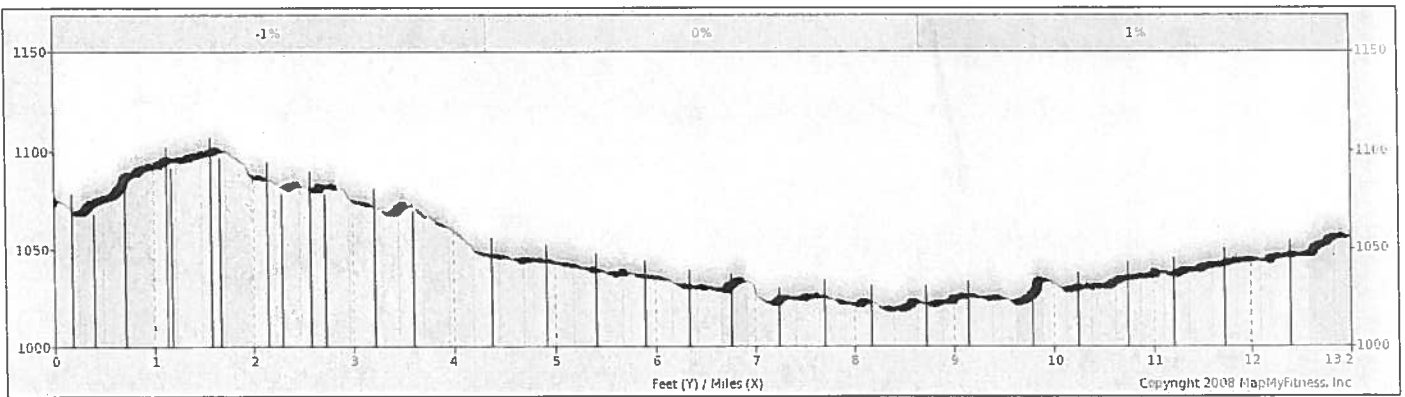
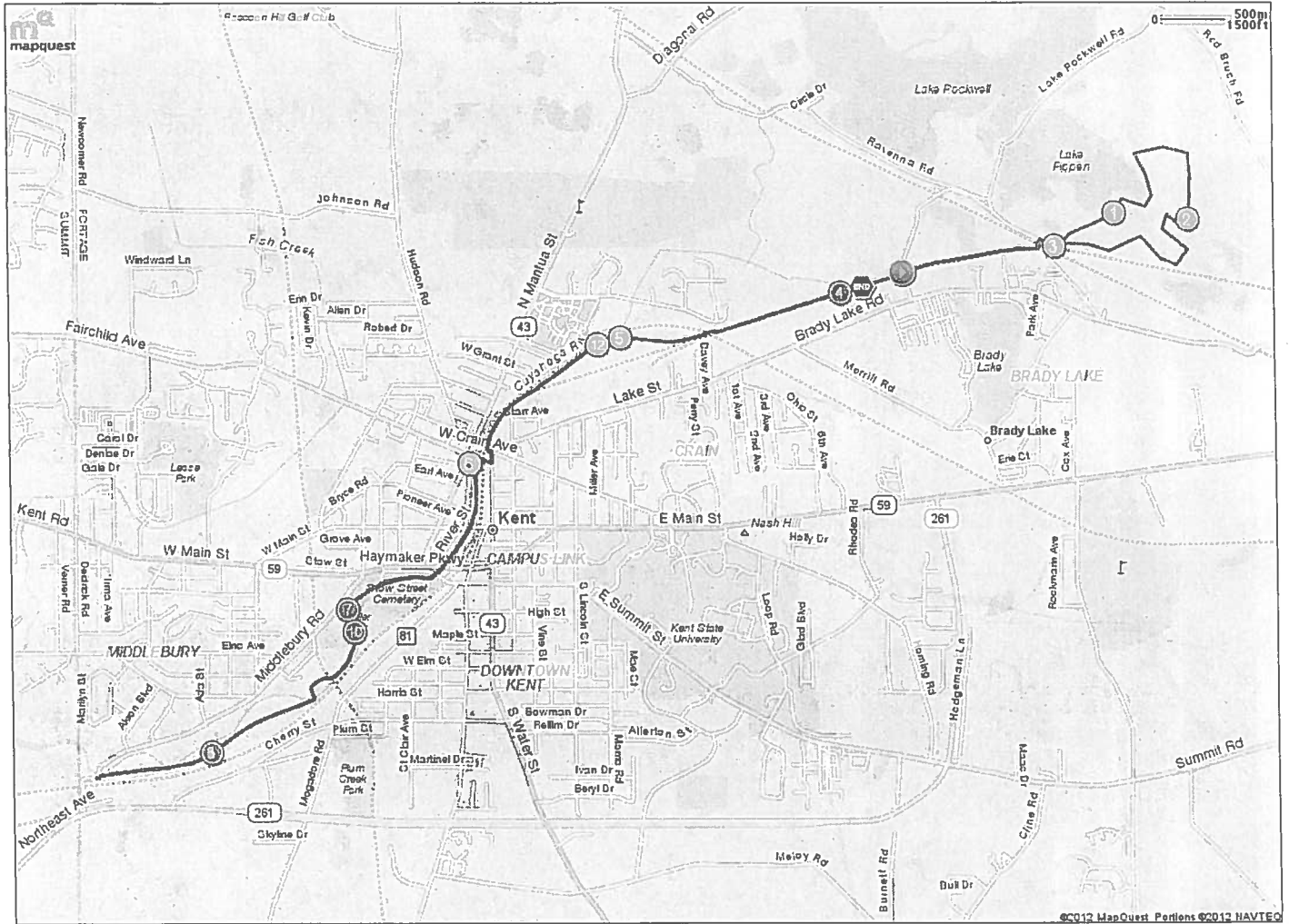
OMO2F Marathon 1.0

Starts in Kent, Ohio

13.18 miles

Elevation
1,158ft Max **1,004ft** Min **+148ft** Ascent **-171ft** Descent **< 3%** Max Climb

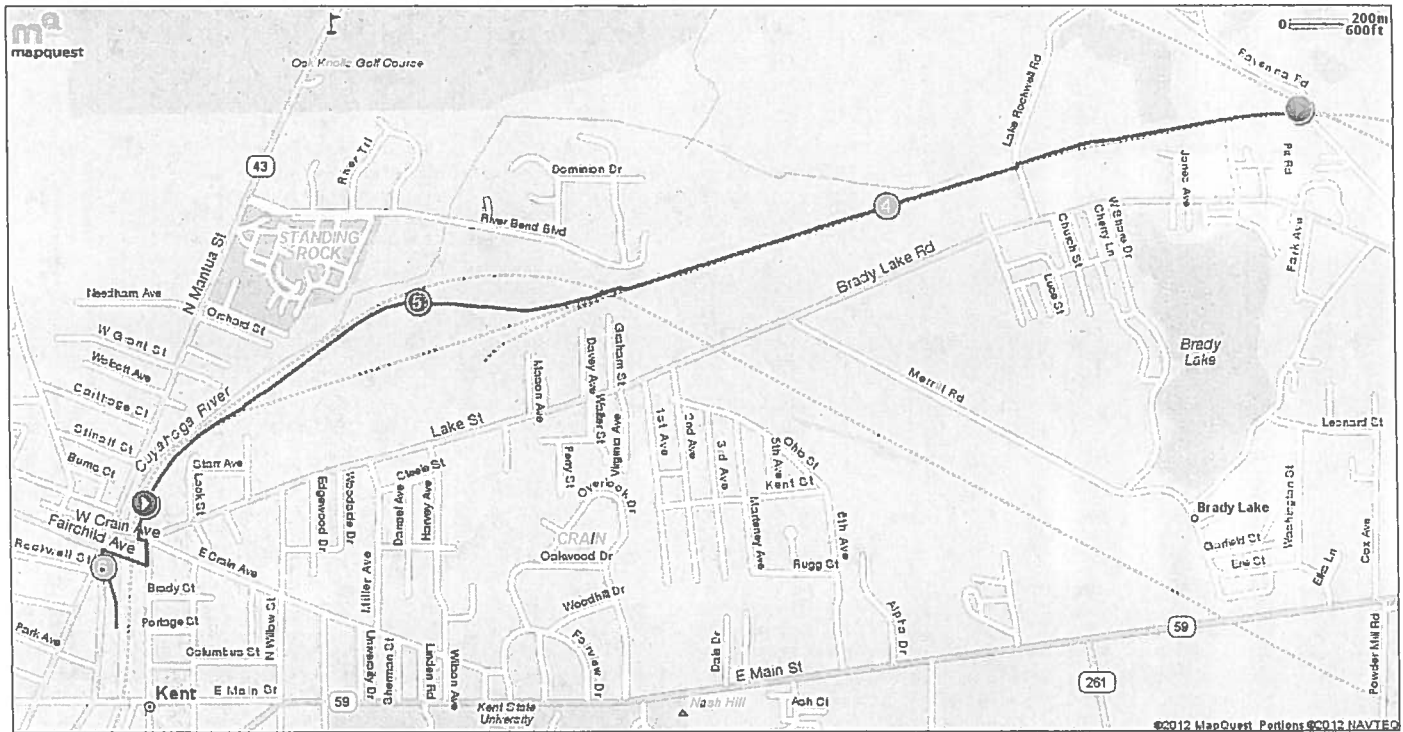
Attachment A.



Description

OMO2F Marathon 1.0

Starts In Kent, Ohio



©2012 MapQuest Portions ©2012 NAVTEQ

Notes

| AT | FOR | NOTES |
|----------|-----|---|
| 3.13 mi. | 🔄 | 722ft Turn right onto The Portage Hike and Bike Trail |
| 3.26 mi. | 🔄 | 2114ft Head west on The Portage Hike and Bike Trail toward Lake Rockwell Rd |
| 3.66 mi. | 🔄 | 340ft Head west on The Portage Hike and Bike Trail toward Lake Rockwell Rd |
| 3.73 mi. | 🔄 | 31ft Turn left onto Lake Rockwell Rd |
| 3.73 mi. | 🔄 | 1385ft Turn right onto The Portage Hike & Bike Trail |
| 4 mi. | 🔄 | 2329ft Head west on The Portage Hike & Bike Trail |
| 4.44 mi. | 🔄 | 822ft Head west on The Portage Hike & Bike Trail |
| 4.59 mi. | 🔄 | 2094ft Turn left to stay on The Portage Hike & Bike Trail |
| 4.99 mi. | 🔄 | 2686ft Head west on The Portage Hike & Bike Trail |
| 5.5 mi. | 🔄 | 1412ft Head southwest toward Crain Ave |

This segment shows 2.64 mi. (13,936 ft.) of your route.

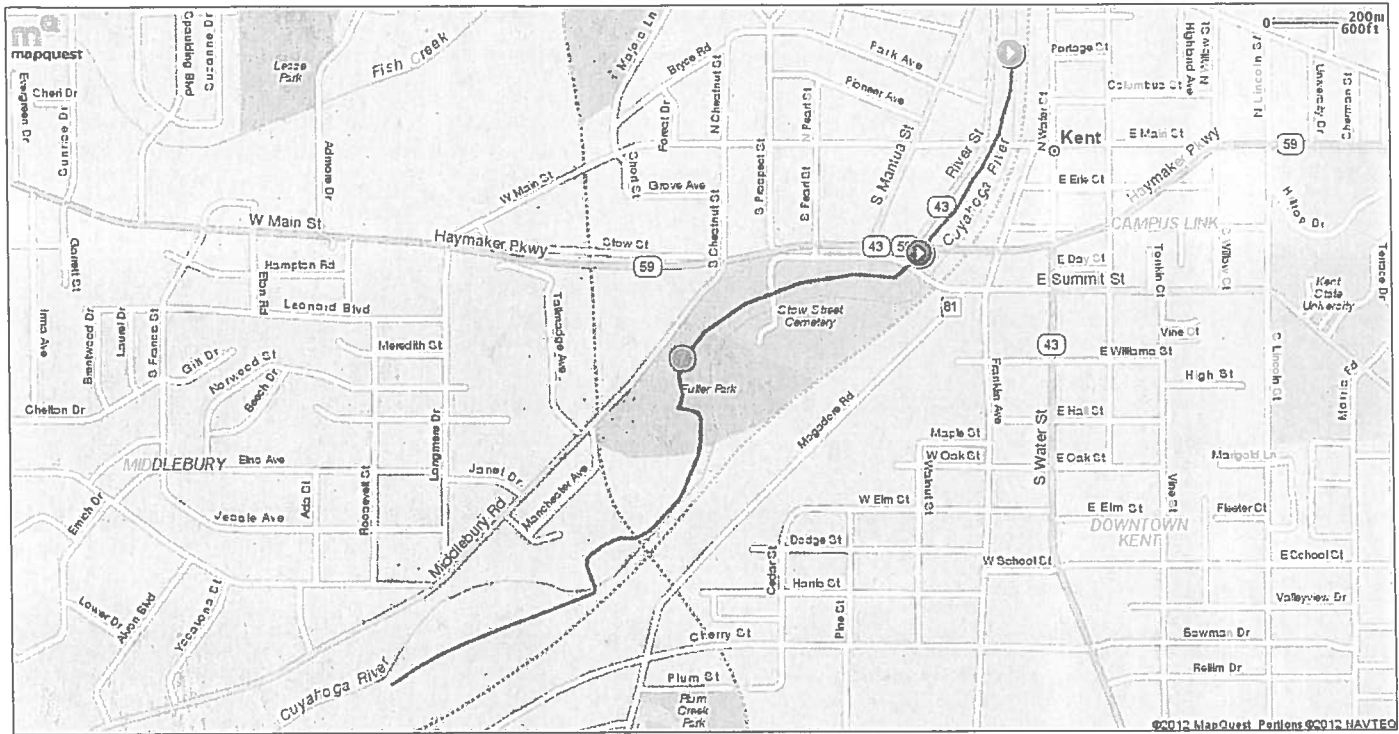
Notes

| AT | FOR | NOTES |
|----------|-----|---|
| 5.77 mi. | 🔄 | 154ft Head south toward Crain Ave |
| 5.79 mi. | 🔄 | 108ft Head south toward Crain Ave |
| 5.82 mi. | 🔄 | 84ft Turn left onto Crain Ave |
| 5.83 mi. | 🔄 | 399ft Turn right onto N Water St |
| 5.91 mi. | 🔄 | 600ft Head west on Fairchild Ave/ Fairchild Ave Bridge toward |
| 6.02 mi. | ☐ | 146ft Direct/ offroad route segment:41.15844000000006:-81.3599400000001:9 |
| 6.05 mi. | ☐ | 276ft Direct/ offroad route segment:41.15790026545233:-81.359870734671:9653 |
| 6.1 mi. | ☐ | 272ft Direct/ offroad route segment:41.157528688971404:-81.35967761562193:9 |
| 6.15 mi. | ☐ | 332ft Direct/ offroad route segment:41.15680168541643:-81.3594201235565:978 |

This segment shows 0.45 mi. (2,372 ft.) of your route.

OMO2F Marathon 1.0

Starts in Kent, Ohio



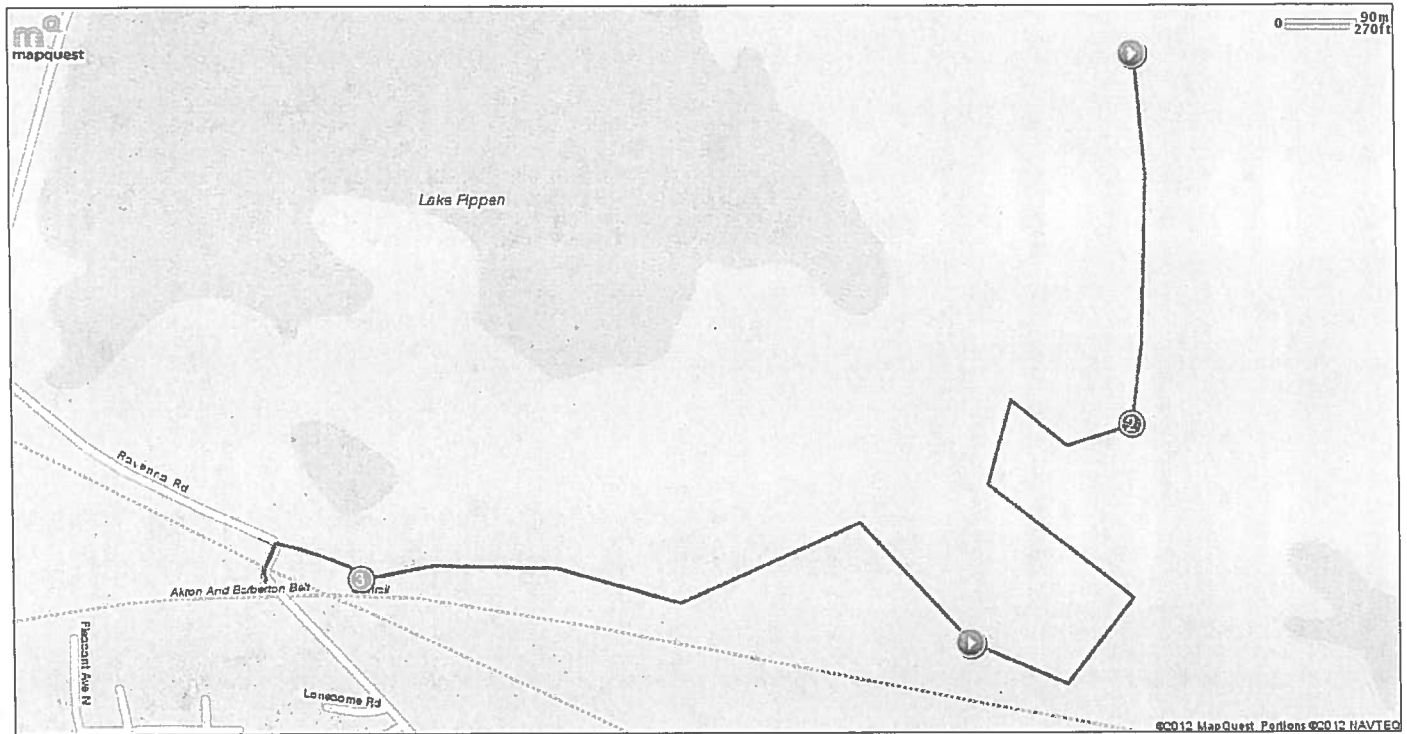
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| Notes | | |
|---|--------------------------------|--|
| AT | FOR | NOTES |
| 6.21 mi. | <input type="checkbox"/> 290ft | Direct/ offroad route segment:41.15605851789272:-81.3594201235565:9863 |
| 6.27 mi. | <input type="checkbox"/> 139ft | Direct/ offroad route segment:41.155153780839356:-81.35946303890074:9863 |
| 6.3 mi. | <input type="checkbox"/> 350ft | Direct/ offroad route segment:41.154394438317134:-81.35976344631041:1020 |
| 6.36 mi. | <input type="checkbox"/> 127ft | Direct/ offroad route segment:41.15402284196253:-81.359870734671:10095 |
| 6.39 mi. | <input type="checkbox"/> 281ft | Direct/ offroad route segment:41.15316654669115:-81.3604286341461:1020 |
| 6.44 mi. | <input type="checkbox"/> 370ft | Direct/ offroad route segment:41.15289188357452:-81.36070758388365:1020 |
| 6.51 mi. | <input type="checkbox"/> 173ft | Direct/ offroad route segment:41.15221329917642:-81.36117965267027:1030 |
| 6.54 mi. | <input type="checkbox"/> 84ft | Direct/ offroad route segment:41.151437765549225:-81.36203795955504:1030 |
| <p>This segment shows 0.34 mi. (1,814 ft.) of your route.</p> | | |

| Notes | | |
|---|--|--|
| AT | FOR | NOTES |
| 6.56 mi. | <input type="checkbox"/> 243ft | Direct/ offroad route segment:41.15103383815165:-81.36235982463683:1030 |
| 6.6 mi. | <input type="checkbox"/> 357ft | Direct/ offroad route segment:41.15085610930832:-81.3625529436859:1030 |
| 6.67 mi. | <input type="checkbox"/> 486ft | Direct/ offroad route segment:41.15041986374111:-81.36321813152159:1030 |
| 6.76 mi. | <input type="checkbox"/> 535ft | Direct/ offroad route segment:41.15050065017624:-81.36450559184874:1030 |
| 6.87 mi. | <input type="checkbox"/> 404ft | Direct/ offroad route segment:41.150290605237814:-81.36624366329039:1030 |
| 6.94 mi. | <input type="checkbox"/> 1083ft | Head southwest |
| 7.15 mi. | <input checked="" type="checkbox"/> 1140ft | Head south |
| 7.36 mi. | <input checked="" type="checkbox"/> 623ft | Head southwest |
| 7.48 mi. | <input checked="" type="checkbox"/> 428ft | Head south |
| 7.56 mi. | <input checked="" type="checkbox"/> 1389ft | Head west |
| 7.83 mi. | <input checked="" type="checkbox"/> 837ft | Head southwest |
| <p>This segment shows 1.43 mi. (7,525 ft.) of your route.</p> | | |

OMO2F Marathon 1.0

Starts In Kent, Ohio



| Notes | | |
|----------|--------------------------------|--|
| AT | FOR | NOTES |
| 1.81 mi. | <input type="checkbox"/> 711ft | Direct/ offroad route segment:41.17802686924757:-81.30015403316344:273 |
| 1.94 mi. | <input type="checkbox"/> 346ft | Direct/ offroad route segment:41.17662176140373:-81.3000038294586:2895 |
| 2.01 mi. | <input type="checkbox"/> 276ft | Direct/ offroad route segment:41.17468363215904:-81.30008966014708:311 |
| 2.06 mi. | <input type="checkbox"/> 294ft | Direct/ offroad route segment:41.173746849134346:-81.30023986385191:32 |
| 2.11 mi. | <input type="checkbox"/> 368ft | Direct/ offroad route segment:41.17351474127698:-81.30119307405045:330 |
| 2.18 mi. | <input type="checkbox"/> 753ft | Direct/ offroad route segment:41.174037576334236:-81.30199939296568:33 |
| 2.33 mi. | <input type="checkbox"/> 451ft | Direct/ offroad route segment:41.17306848065031:-81.30234271571959:350 |
| 2.41 mi. | <input type="checkbox"/> 419ft | Direct/ offroad route segment:41.171760178736506:-81.30023986385191:37 |
| 2.49 mi. | <input type="checkbox"/> 676ft | Direct/ offroad route segment:41.17077236433143:-81.30121669580723:386 |

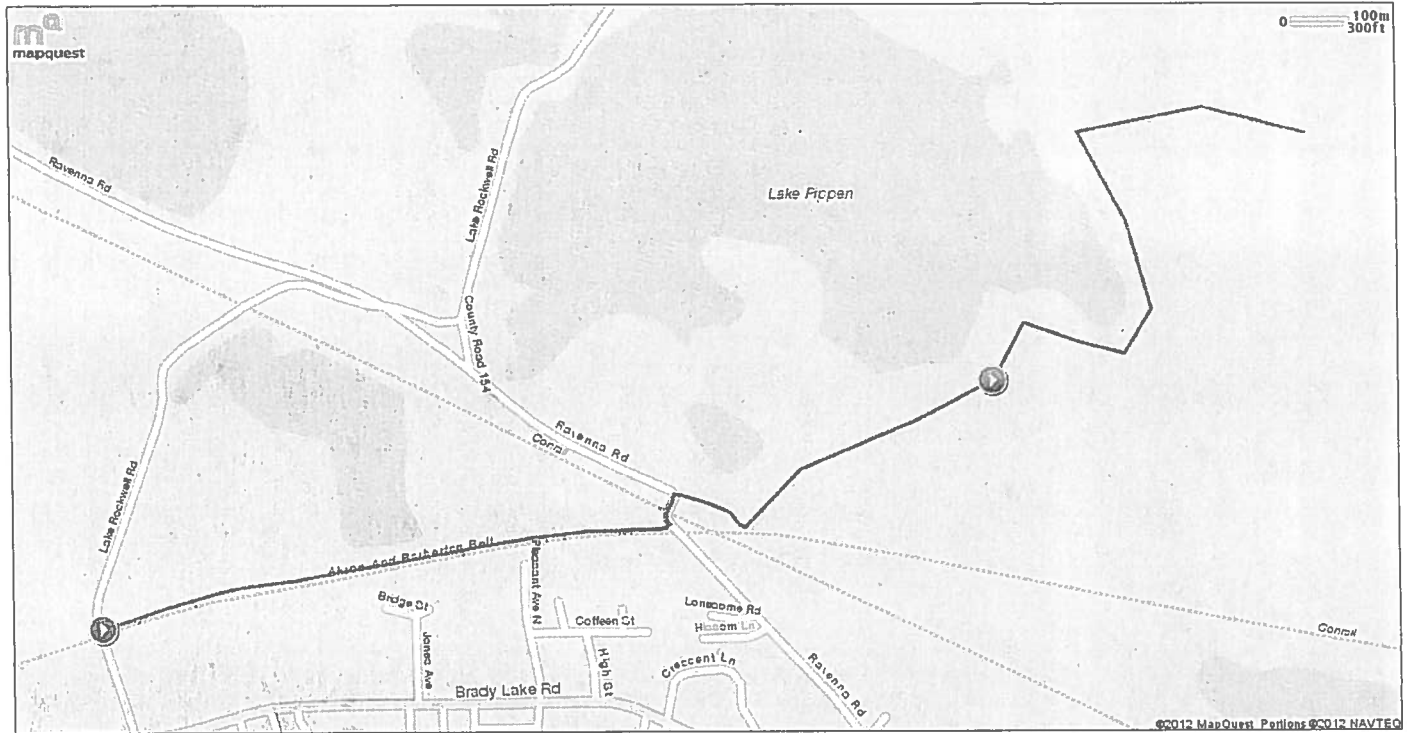
This segment shows 0.81 mi. (4,294 ft.) of your route.

| Notes | | |
|----------|--------------------------------|--|
| AT | FOR | NOTES |
| 2.62 mi. | <input type="checkbox"/> 801ft | Direct/ offroad route segment:41.17124331152135:-81.30260020778502:394 |
| 2.77 mi. | <input type="checkbox"/> 519ft | Direct/ offroad route segment:41.17263024641393:-81.30421309170066:411 |
| 2.87 mi. | <input type="checkbox"/> 486ft | Direct/ offroad route segment:41.171711722608315:-81.30684882686461:44 |
| 2.96 mi. | <input type="checkbox"/> 303ft | Direct/ offroad route segment:41.17211552258149:-81.30865127132262:461 |
| 3.02 mi. | <input type="checkbox"/> 362ft | Head northwest on The Portage Hike and Bike Trail to Rd |
| 3.09 mi. | 22ft | Head west on The Portage Hike and Bike Trail toward |
| 3.09 mi. | 183ft | Turn left onto Ravenna Rd |

This segment shows 0.63 mi. (3,353 ft.) of your route.

OMO2F Marathon 1.0

Starts In Kent, Ohio



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| Notes | | |
|--|--------------------------------|---|
| AT | FOR | NOTES |
| START | 984ft | Head east on The Portage Hike and Bike Trail tow |
| 0.19 mi. | 1131ft | Head east on The Portage Hike and Bike Trail tow |
| 0.4 mi. | 1033ft | Head east on The Portage Hike and Bike Trail tow |
| 0.6 mi. | 1084ft | Turn left onto Ravenna Rd |
| 0.8 mi. | <input type="checkbox"/> 705ft | Direct/ offroad route segment:41.17189000000005:-81.31131:1148.124 |
| 0.94 mi. | <input type="checkbox"/> 466ft | Direct/ offroad route segment:41.17279390093349:-81.3101962237152 |
| 1.02 mi. | <input type="checkbox"/> 365ft | Direct/ offroad route segment:41.17356918187701:-81.3078573374542 |
| This segment shows 1.09 mi. (5,770 ft.) of your route. | | |

| Notes | | |
|--|--------------------------------|--|
| AT | FOR | NOTES |
| 1.09 mi. | <input type="checkbox"/> 328ft | Direct/ offroad route segment:41.17418293945034:-81.30637675807799:164 |
| 1.15 mi. | <input type="checkbox"/> 251ft | Direct/ offroad route segment:41.17507126259556:-81.30577594325865:175 |
| 1.2 mi. | <input type="checkbox"/> 294ft | Direct/ offroad route segment:41.17476438868914:-81.30466014430846:185 |
| 1.26 mi. | <input type="checkbox"/> 521ft | Direct/ offroad route segment:41.174586724191514:-81.30378037975157:195 |
| 1.36 mi. | <input type="checkbox"/> 572ft | Direct/ offroad route segment:41.17528122812427:-81.3032439379486:2017 |
| 1.47 mi. | <input type="checkbox"/> 701ft | Direct/ offroad route segment:41.17665406307196:-81.30373746440733:217 |
| 1.6 mi. | <input type="checkbox"/> 582ft | Direct/ offroad route segment:41.17804301973723:-81.30468160198058:234 |
| 1.71 mi. | <input type="checkbox"/> 517ft | Direct/ offroad route segment:41.178430630294116:-81.30219251201476:255 |
| This segment shows 0.71 mi. (3,767 ft.) of your route. | | |

OMO2F Marathon 1.0

Starts In Kent, Ohio

| Notes | | |
|-----------|--------|--|
| AT | FOR | NOTES |
| 8.17 mi. | 645ft | Head west |
| 8.3 mi. | 670ft | Head west |
| 8.42 mi. | 612ft | Head west |
| 8.54 mi. | 165ft | Head west toward Middlebury Rd |
| 8.57 mi. | 657ft | Head east |
| 8.69 mi. | 933ft | Head east |
| 8.87 mi. | 937ft | Head east |
| 9.05 mi. | 1285ft | Head northeast |
| 9.29 mi. | 1591ft | Head northeast |
| 9.59 mi. | 1805ft | Head northeast |
| 9.94 mi. | 577ft | Head north |
| 10.04 mi. | 974ft | Turn right |
| 10.23 mi. | 354ft | Head northeast toward Stow St |
| 10.3 mi. | 348ft | Head east toward Stow St |
| 10.36 mi. | 222ft | Direct/ offroad route segment:41.15014:-81.3672800000001:16554.0685 |
| 10.4 mi. | 293ft | Direct/ offroad route segment:41.15029855116063:-81.36659235046233: |
| 10.46 mi. | 401ft | Direct/ offroad route segment:41.150435888295284:-81.36580914542998 |
| 10.54 mi. | 387ft | Direct/ offroad route segment:41.15054898924895:-81.36475771949614: |
| 10.61 mi. | 649ft | Direct/ offroad route segment:41.15048436015646:-81.3633093266281:1 |
| 10.73 mi. | 469ft | Direct/ offroad route segment:41.15117333387106:-81.36224866962459 |
| 10.82 mi. | 452ft | Direct/ offroad route segment:41.15258477305178:-81.36083096549834: |

| Notes | | |
|-----------|--------|--|
| AT | FOR | NOTES |
| 10.91 mi. | 347ft | Direct/ offroad route segment:41.15367534551369:-81.3599404721054:1 |
| 10.97 mi. | 671ft | Direct/ offroad route segment:41.15485475901547:-81.35946840331877: |
| 11.1 mi. | 138ft | Direct/ offroad route segment:41.15580036366474:-81.35943236891791: |
| 11.13 mi. | 170ft | Direct/ offroad route segment:41.15762548944323:-81.35960787818755: |
| 11.16 mi. | 508ft | Head east on Fairchild Ave/ Fairchild Ave Bridge to |
| 11.25 mi. | 8ft | Head east on Fairchild Ave/ Fairchild Ave Bridge to |
| 11.26 mi. | 279ft | Turn left onto N Water St |
| 11.31 mi. | 84ft | Head west on Crain Ave |
| 11.32 mi. | 15ft | Turn right |
| 11.33 mi. | 316ft | Head north toward The Portage Hike & Bike Trail |
| 11.39 mi. | 1507ft | Head north toward The Portage Hike & Bike Trail |
| 11.67 mi. | 1280ft | Head northeast toward The Portage Hike & Bike Tr |
| 11.91 mi. | 1906ft | Head northeast on The Portage Hike & Bike Trail |
| 12.28 mi. | 1429ft | Head east on The Portage Hike & Bike Trail toward Bike Trail |
| 12.55 mi. | 284ft | Turn right to stay on The Portage Hike & Bike Trail |
| 12.6 mi. | 1816ft | Head east on The Portage Hike & Bike Trail |
| 12.94 mi. | | Head east on The Portage Hike & Bike Trail toward |

OMO2F Marathon 1.0

Starts In Kent, Ohio

| Notes | | |
|----------|--------------------------------|--|
| AT | FOR | NOTES |
| 3.66 mi. | 340ft | Head west on The Portage Hike and Bike Trail toward Rd |
| 3.73 mi. | 31ft | Turn left onto Lake Rockwell Rd |
| 3.73 mi. | 1385ft | Turn right onto The Portage Hike & Bike Trail |
| 4 mi. | 2329ft | Head west on The Portage Hike & Bike Trail |
| 4.44 mi. | 822ft | Head west on The Portage Hike & Bike Trail |
| 4.59 mi. | 2094ft | Turn left to stay on The Portage Hike & Bike Trail |
| 4.99 mi. | 2686ft | Head west on The Portage Hike & Bike Trail |
| 5.5 mi. | 1412ft | Head southwest toward Crain Ave |
| 5.77 mi. | 154ft | Head south toward Crain Ave |
| 5.79 mi. | 108ft | Head south toward Crain Ave |
| 5.82 mi. | 84ft | Turn left onto Crain Ave |
| 5.83 mi. | 399ft | Turn right onto N Water St |
| 5.91 mi. | 600ft | Head west on Fairchild Ave/ Fairchild Ave Bridge to |
| 6.02 mi. | <input type="checkbox"/> 146ft | Direct/ offroad route segment:41.158440000000006:-81.35994000000001: |
| 6.05 mi. | <input type="checkbox"/> 276ft | Direct/ offroad route segment:41.15790026545233:-81.359870734671:965: |
| 6.1 mi. | <input type="checkbox"/> 272ft | Direct/ offroad route segment:41.157528688971404:-81.35967761562193: |
| 6.15 mi. | <input type="checkbox"/> 332ft | Direct/ offroad route segment:41.15680168541643:-81.3594201235565:97: |
| 6.21 mi. | <input type="checkbox"/> 290ft | Direct/ offroad route segment:41.15605851789272:-81.3594201235565:98: |
| 6.27 mi. | <input type="checkbox"/> 139ft | Direct/ offroad route segment:41.155153780839356:-81.35946303890074: |

| Notes | | |
|----------|---------------------------------|--|
| AT | FOR | NOTES |
| 6.3 mi. | <input type="checkbox"/> 350ft | Direct/ offroad route segment:41.154394438317134:-81.35976344631041: |
| 6.36 mi. | <input type="checkbox"/> 127ft | Direct/ offroad route segment:41.15402284196253:-81.359870734671:100: |
| 6.39 mi. | <input type="checkbox"/> 281ft | Direct/ offroad route segment:41.15316654669115:-81.3604286341461:10: |
| 6.44 mi. | <input type="checkbox"/> 370ft | Direct/ offroad route segment:41.15289188357452:-81.36070758388365:1: |
| 6.51 mi. | <input type="checkbox"/> 173ft | Direct/ offroad route segment:41.15221329917642:-81.36117965267027:1: |
| 6.54 mi. | <input type="checkbox"/> 84ft | Direct/ offroad route segment:41.151437765549225:-81.36203795955504:- |
| 6.56 mi. | <input type="checkbox"/> 243ft | Direct/ offroad route segment:41.15103383815165:-81.36235982463683:1: |
| 6.6 mi. | <input type="checkbox"/> 357ft | Direct/ offroad route segment:41.15085610930832:-81.3625529436859:10: |
| 6.67 mi. | <input type="checkbox"/> 486ft | Direct/ offroad route segment:41.15041986374111:-81.36321813152159:1: |
| 6.76 mi. | <input type="checkbox"/> 535ft | Direct/ offroad route segment:41.15050065017624:-81.36450559184874:1: |
| 6.87 mi. | <input type="checkbox"/> 404ft | Direct/ offroad route segment:41.150290605237814:-81.36624366329039: |
| 6.94 mi. | <input type="checkbox"/> 1083ft | Head southwest |
| 7.15 mi. | 1140ft | Head south |
| 7.36 mi. | 623ft | Head southwest |
| 7.48 mi. | 428ft | Head south |
| 7.56 mi. | 1389ft | Head west |
| 7.83 mi. | 837ft | Head southwest |
| 7.98 mi. | 1007ft | Head southwest |

OMO2F Marathon 1.0

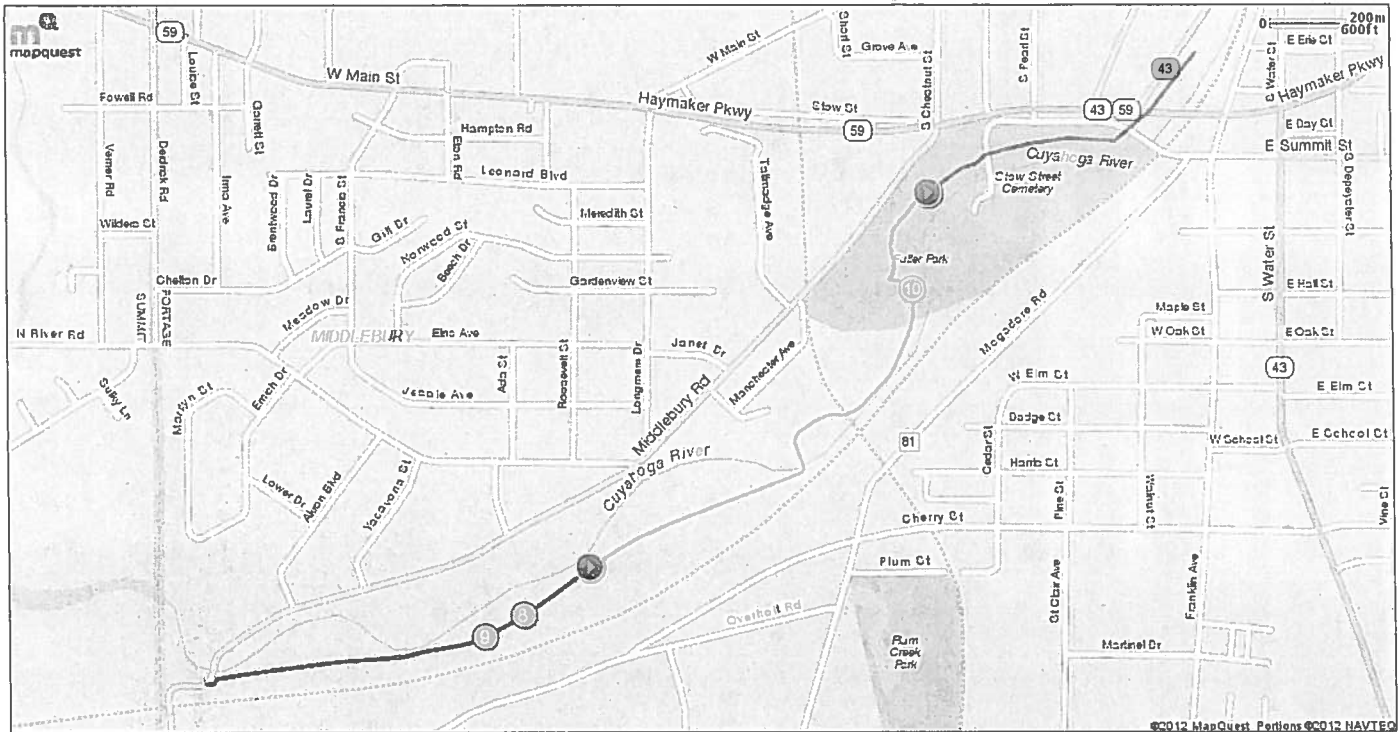
Starts in Kent, Ohio

| Notes | | |
|----------|--------------------------------|--|
| AT | FOR | NOTES |
| START | 984ft | Head east on The Portage Hike and Bike Trail tow |
| 0.19 mi. | 1131ft | Head east on The Portage Hike and Bike Trail tow |
| 0.4 mi. | 1033ft | Head east on The Portage Hike and Bike Trail tow |
| 0.6 mi. | 1084ft | Turn left onto Ravenna Rd |
| 0.8 mi. | <input type="checkbox"/> 705ft | Direct/ offroad route segment:41.171890000000005:-81.31131:1148.126 |
| 0.94 mi. | <input type="checkbox"/> 466ft | Direct/ offroad route segment:41.17279390093349:-81.3101962237152 |
| 1.02 mi. | <input type="checkbox"/> 365ft | Direct/ offroad route segment:41.17356918187701:-81.3078573374542 |
| 1.09 mi. | <input type="checkbox"/> 328ft | Direct/ offroad route segment:41.17418293945034:-81.3063767580779 |
| 1.15 mi. | <input type="checkbox"/> 251ft | Direct/ offroad route segment:41.17507126259556:-81.3057759432586 |
| 1.2 mi. | <input type="checkbox"/> 294ft | Direct/ offroad route segment:41.17476438868914:-81.3046601443084 |
| 1.26 mi. | <input type="checkbox"/> 521ft | Direct/ offroad route segment:41.174586724191514:-81.303780379751 |
| 1.36 mi. | <input type="checkbox"/> 572ft | Direct/ offroad route segment:41.17528122812427:-81.3032439379486 |
| 1.47 mi. | <input type="checkbox"/> 701ft | Direct/ offroad route segment:41.17665406307196:-81.3037374644073 |
| 1.6 mi. | <input type="checkbox"/> 582ft | Direct/ offroad route segment:41.17804301973723:-81.3046816019805 |
| 1.71 mi. | <input type="checkbox"/> 517ft | Direct/ offroad route segment:41.178430630294116:-81.302192512014 |
| 1.81 mi. | <input type="checkbox"/> 711ft | Direct/ offroad route segment:41.17802686924757:-81.3001540331634 |
| 1.94 mi. | <input type="checkbox"/> 346ft | Direct/ offroad route segment:41.17662176140373:-81.3000038294586 |

| Notes | | |
|----------|--------------------------------|--|
| AT | FOR | NOTES |
| 2.01 mi. | <input type="checkbox"/> 276ft | Direct/ offroad route segment:41.17468363215904:-81.30008966014708:3 |
| 2.06 mi. | <input type="checkbox"/> 294ft | Direct/ offroad route segment:41.173746849134346:-81.30023986385191:3 |
| 2.11 mi. | <input type="checkbox"/> 368ft | Direct/ offroad route segment:41.17351474127698:-81.30119307405045:3 |
| 2.18 mi. | <input type="checkbox"/> 753ft | Direct/ offroad route segment:41.174037576334236:-81.30199939296568:3 |
| 2.33 mi. | <input type="checkbox"/> 451ft | Direct/ offroad route segment:41.17306848065031:-81.30234271571959:3 |
| 2.41 mi. | <input type="checkbox"/> 419ft | Direct/ offroad route segment:41.171760178736506:-81.30023986385191:3 |
| 2.49 mi. | <input type="checkbox"/> 676ft | Direct/ offroad route segment:41.17077236433143:-81.30121669580723:3 |
| 2.62 mi. | <input type="checkbox"/> 801ft | Direct/ offroad route segment:41.17124331152135:-81.30260020778502:3 |
| 2.77 mi. | <input type="checkbox"/> 519ft | Direct/ offroad route segment:41.17263024641393:-81.30421309170066:4 |
| 2.87 mi. | <input type="checkbox"/> 486ft | Direct/ offroad route segment:41.171711722608315:-81.30684882686461:4 |
| 2.96 mi. | <input type="checkbox"/> 303ft | Direct/ offroad route segment:41.17211552258149:-81.30865127132262:4 |
| 3.02 mi. | <input type="checkbox"/> 362ft | Head northwest on The Portage Hike and Bike Trail |
| 3.09 mi. | 22ft | Head west on The Portage Hike and Bike Trail toward |
| 3.09 mi. | 183ft | Turn left onto Ravenna Rd |
| 3.13 mi. | 722ft | Turn right onto The Portage Hike and Bike Trail |
| 3.26 mi. | 2114ft | Head west on The Portage Hike and Bike Trail toward |

OMO2F Marathon 1.0

Starts In Kent, Ohio



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| Notes | | | |
|-----------|-----|--------|--------------------------------|
| AT | FOR | NOTES | |
| 7.98 mi. | ⊕ | 1007ft | Head southwest |
| 8.17 mi. | ⊕ | 645ft | Head west |
| 8.3 mi. | ⊕ | 670ft | Head west |
| 8.42 mi. | ⊕ | 612ft | Head west |
| 8.54 mi. | ⊕ | 165ft | Head west toward Middlebury Rd |
| 8.57 mi. | ⊕ | 657ft | Head east |
| 8.69 mi. | ⊕ | 933ft | Head east |
| 8.87 mi. | ⊕ | 937ft | Head east |
| 9.05 mi. | ⊕ | 1285ft | Head northeast |
| 9.29 mi. | ⊕ | 1591ft | Head northeast |
| 9.59 mi. | ⊕ | 1805ft | Head northeast |
| 9.94 mi. | ⊕ | 577ft | Head north |
| 10.04 mi. | ⊕ | 974ft | Turn right |

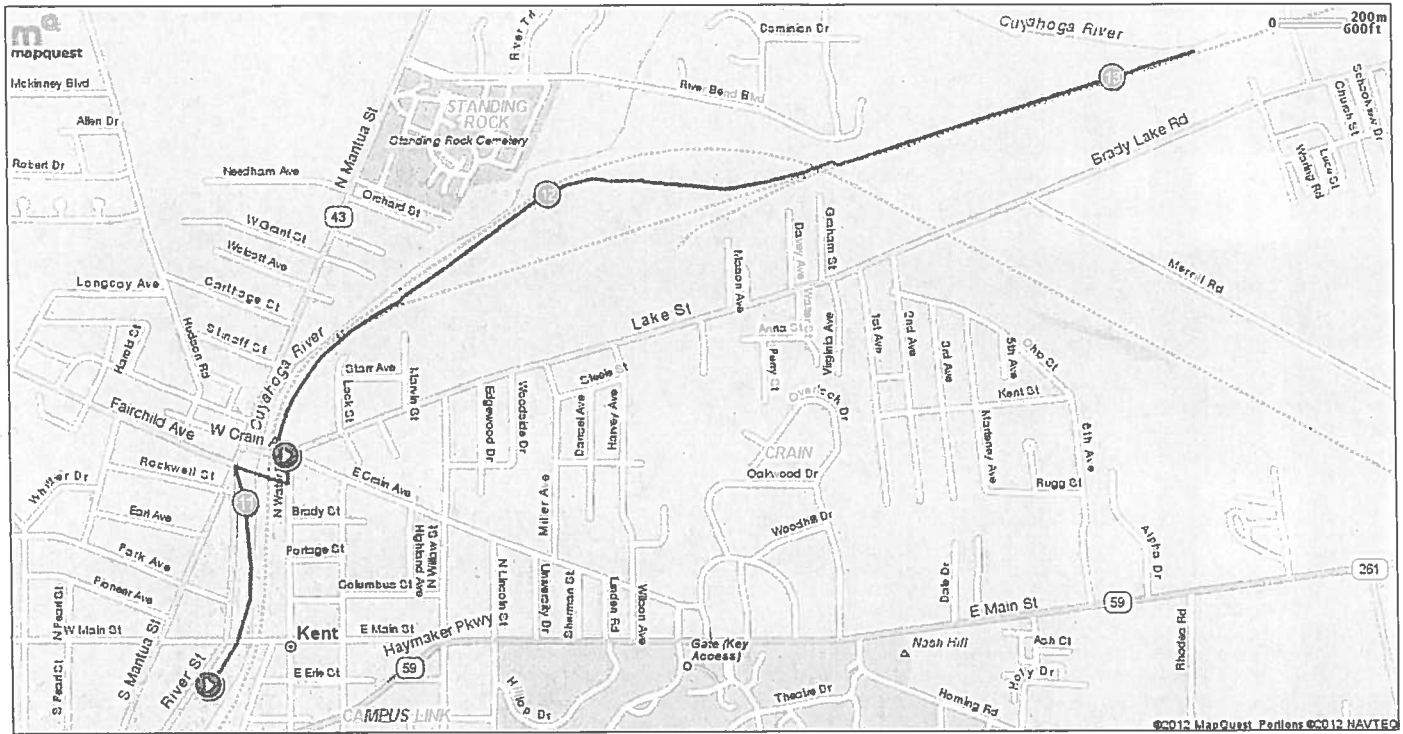
This segment shows 2.25 mi. (11,857 ft.) of your route.

| Notes | | | |
|-----------|-----|-------|--|
| AT | FOR | NOTES | |
| 10.23 mi. | ⊕ | 354ft | Head northeast toward Stow St |
| 10.3 mi. | ⊕ | 348ft | Head east toward Stow St |
| 10.36 mi. | □ | 222ft | Direct/offroad route segment:41.15014:-81.36728000000001:16554.06854 |
| 10.4 mi. | □ | 293ft | Direct/offroad route segment:41.15029855116063:-81.36659235046233:1 |
| 10.46 mi. | □ | 401ft | Direct/offroad route segment:41.150435888295284:-81.36580914542998: |
| 10.54 mi. | □ | 387ft | Direct/offroad route segment:41.15054898924895:-81.36475771949614:1 |
| 10.61 mi. | □ | 649ft | Direct/offroad route segment:41.15048436015646:-81.3633093266281:16 |
| 10.73 mi. | □ | 469ft | Direct/offroad route segment:41.151173333387106:-81.36224866962459: |

This segment shows 0.59 mi. (3,123 ft.) of your route.

OMO2F Marathon 1.0

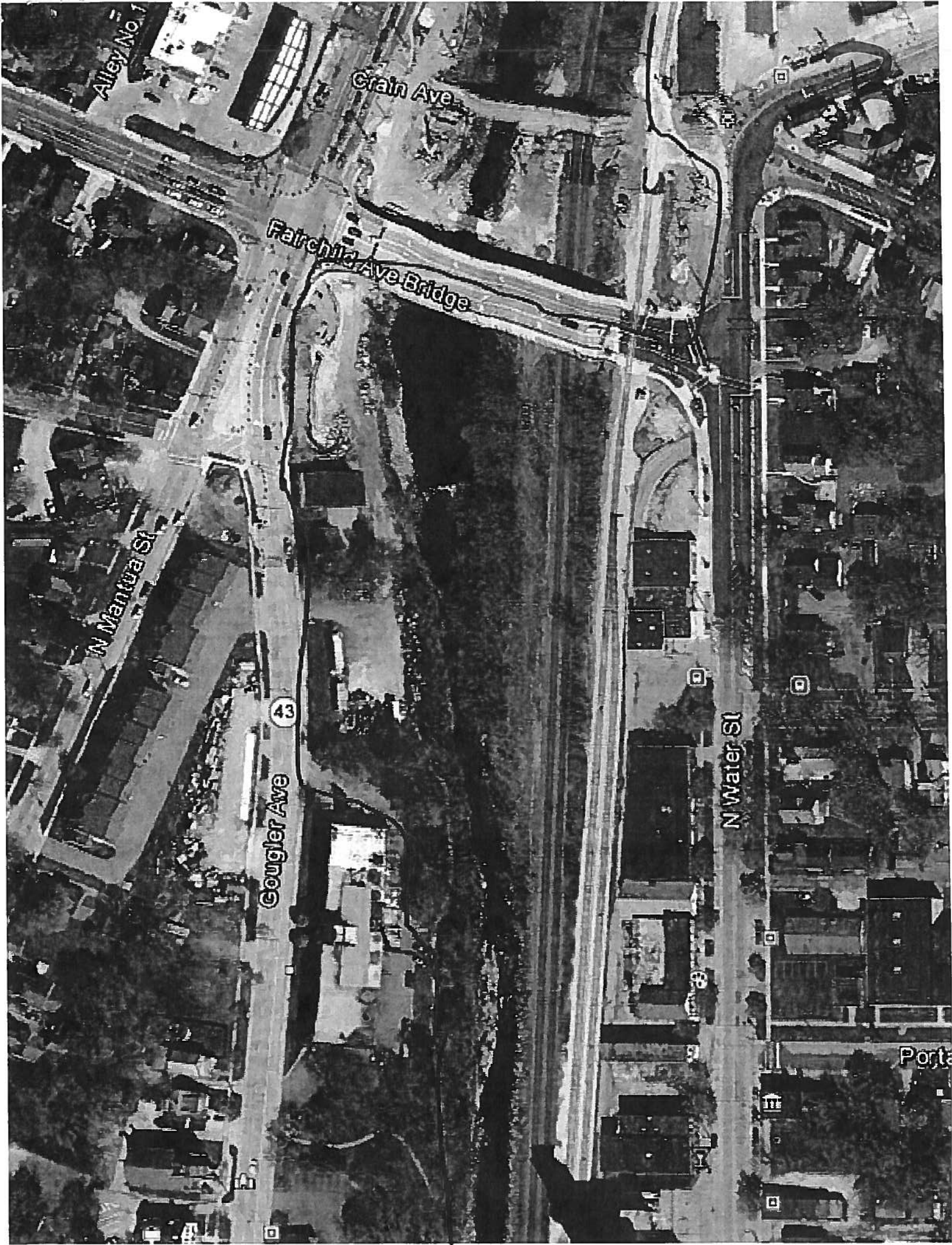
Starts in Kent, Ohio



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| Notes | | |
|---|--------------------------------|--|
| AT | FOR | NOTES |
| 10.82 mi. | <input type="checkbox"/> 452ft | Direct/ offroad route segment:41.15258477305178;-81.36083096549834:1 |
| 10.91 mi. | <input type="checkbox"/> 347ft | Direct/ offroad route segment:41.15367534551369;-81.3599404721054:17 |
| 10.97 mi. | <input type="checkbox"/> 671ft | Direct/ offroad route segment:41.15485475901547;-81.35946840331877:1 |
| 11.1 mi. | <input type="checkbox"/> 138ft | Direct/ offroad route segment:41.15580036366474;-81.35943236891791:1 |
| 11.13 mi. | <input type="checkbox"/> 170ft | Direct/ offroad route segment:41.15762548944323;-81.35960787818755:1 |
| 11.16 mi. | <input type="checkbox"/> 508ft | Head east on Fairchild Ave/ Fairchild Ave Bridge to |
| 11.25 mi. | 8ft | Head east on Fairchild Ave/ Fairchild Ave Bridge to |
| 11.26 mi. | 279ft | Turn left onto N Water St |
| 11.31 mi. | 84ft | Head west on Crain Ave |
| This segment shows 0.5 mi. (2,655 ft.) of your route. | | |

| Notes | | |
|--|--------|---|
| AT | FOR | NOTES |
| 11.32 mi. | 15ft | Turn right |
| 11.33 mi. | 316ft | Head north toward The Portage Hike & Bike Trail |
| 11.39 mi. | 1507ft | Head north toward The Portage Hike & Bike Trail |
| 11.67 mi. | 1280ft | Head northeast toward The Portage Hike & Bike Trail |
| 11.91 mi. | 1906ft | Head northeast on The Portage Hike & Bike Trail |
| 12.28 mi. | 1429ft | Head east on The Portage Hike & Bike Trail toward The Portage Hike & Bike Trail |
| 12.55 mi. | 284ft | Turn right to stay on The Portage Hike & Bike Trail |
| 12.6 mi. | 1816ft | Head east on The Portage Hike & Bike Trail |
| 12.94 mi. | 84ft | Head east on The Portage Hike & Bike Trail toward Lake Rockwell Rd |
| This segment shows 1.9 mi. (10,031 ft.) of your route. | | |



Alley No. 1

Crain Ave

Fatchild Ave Bridge

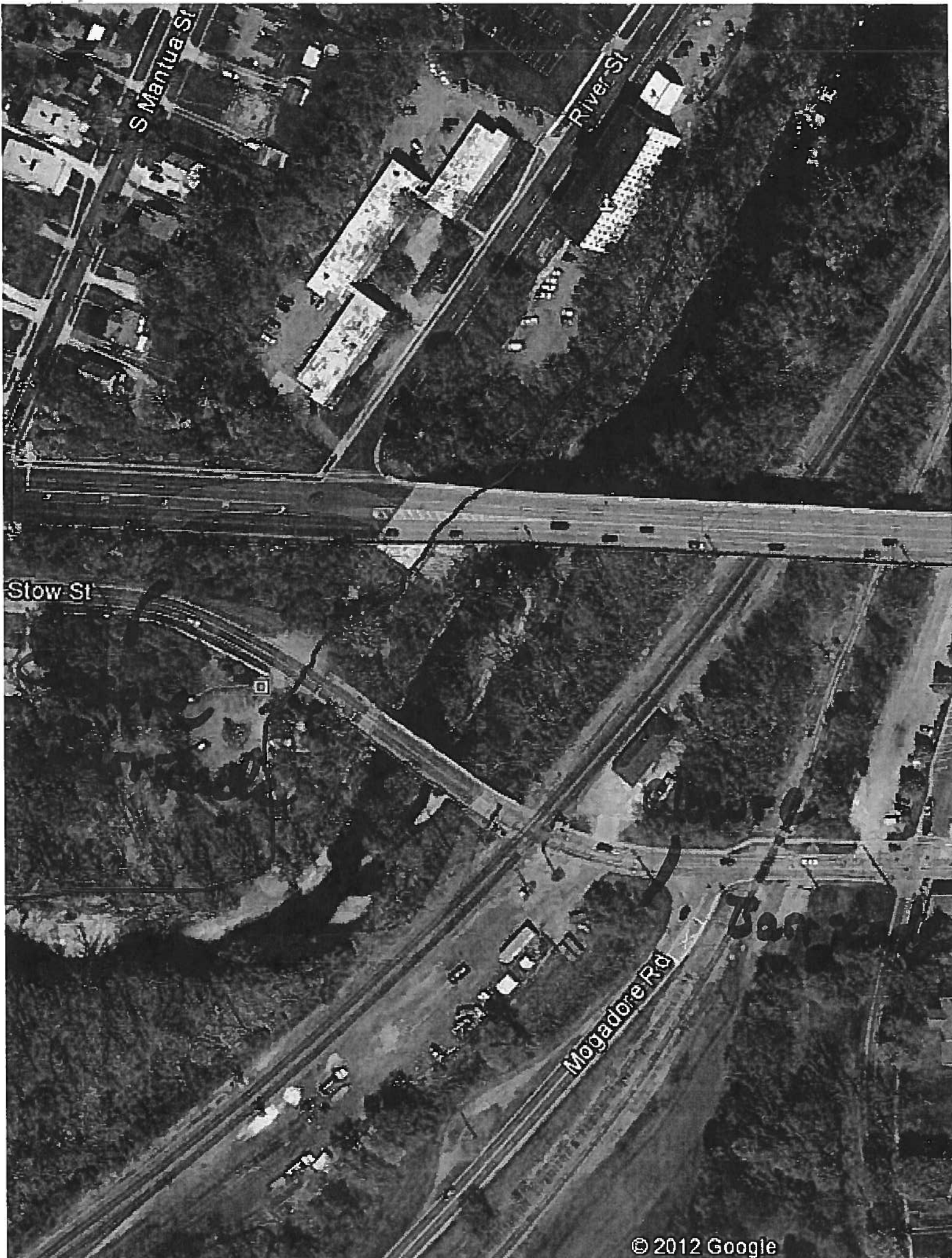
N Mantwa St

Gougler Ave

43

N Water St

Porta



S Mantua St

River St

Stow St

Mogadore Rd

Ben

On My Own Two Feet Marathon Cost Estimate

C

Central Maintenance: per G. Shanley

| | |
|---|-----------------|
| One Repair Operator OT rate @ 36.07 x 6 hours | \$216.42 |
| One Service Worker OT rate @ 34.41 x 6 hours | \$206.46 |
| Two pick up trucks @ 14.00 each x 6 hours | \$168.00 |
| Subtotal: | \$590.88 |

Fire: per Chief D. Manthey

| | |
|----------------------------------|--------|
| Stage EMA Gator at KFD Station 1 | \$0.00 |
| No additional fire staff | \$0.00 |

Subtotal: \$0.00

Police: per Capt. P. Canfield

| | |
|--|-----------------|
| Two Police Officers OT rate @ 55.10 each x 6 hours | \$661.20 |
| Two Police Cruisers @ 10.00 each x 6 hours | \$120.00 |
| Subtotal | \$781.20 |

(Note: quoted at highest rate)

Other: N/A

Total: \$1,372.08

Note: Minimum 3 hour "show up" fee for each position
Actual cost may be less due to event ending earlier.



CITY OF KENT, OHIO

DEPARTMENT OF SAFETY

To: James Silver
From: Bill Lillich
Subject: Re-examination/revision of the Dispatch Coordinator position
Date: December 21, 2012

Mr. Silver,

The police department has developed a proposal which is intended to modify the position of Dispatch Coordinator in the police department. This currently represents three positions in the police dispatch section, although there are only two people in this position currently. After an extended review by Capt. Cole and Chief Lee, the police administration has produced a document recommending that the staffing in this position be returned to one. It is proposed that this reduction would take place through attrition sometime in the near future. I am including Capt. Cole's treatise on this subject for background and review. I have also included a proposal for the revision of the Dispatch Coordinator job description.

My question on this issue is more with process. Should this proposed change be presented to the City Council, or should it first be reviewed by the Civil Service Commission as it relates to the proposed job description revision. After your review, please contact us so we can review any changes and then forward to document for scheduling before the Council. We would like to present this in February.

Respectfully,

Bill Lillich
c. Mr. Ruller
Chief Lee
Capt. Cole
2012068 + attachments



KENT POLICE DEPARTMENT

MEMO

December 21, 2012

TO: Chief Lee

FR: Capt. Cole

RE: Dispatch Coordinator Vacancies

As you are aware, D/C Smith will be retiring 12/23/12. Although not formally, D/C Mosher previously has stated her intentions to retire sometime in 2014. The imminent vacancy and the eventual second one present a timely opportunity to revise the composition and structure of the Communications Section to operate more efficiently and effectively, with the ultimate goal to improve the service we provide to the police officers, firemen and public we serve. Specifically, I am recommending that we seek Civil Service Commission action to reclassify two Dispatch Coordinator positions back to Clerk/Dispatcher as those Coordinator positions are vacated. I offer the following supporting reasons for your consideration.

The police department had only one dispatch coordinator since at least the early 1980's up to 1993. There were 9 other dispatchers and the ratio of one coordinator, who performed mostly administrative duties, to nine subordinates functioned well. Even though the total number of dispatch employees remained the same, in 1993 two clerk/dispatcher positions were reclassified to dispatch coordinators, and the positions were filled from within via normal civil service promotional procedures. The rationale at the time (please note, documentation about this change is sparse) appears to have been a perceived need for greater supervision on each of the three shifts to deal with two changes the department was facing. First, the department was in the process of computerizing its reporting and records system. Since computing skills were a relatively new thing to many of the employees, direct supervision on each of the three shifts was desirable to ensure the accuracy and quality of numerous essential daily tasks. Second, the ranks of police officers had increased in the preceding few years, and the addition of a dispatch coordinator to each shift was intended to relieve the shift sergeants and lieutenants from some of the duties of supervising the dispatchers. It was also believed at the time, that having a dispatch coordinator who was more knowledgeable about the specifics of the dispatchers' job would result in improved dispatcher performance and more fair performance evaluations.

We have functioned with three coordinators, one on each of the three shifts supervising two or three dispatchers since 1993 to the present. The ratio of one supervisor for only two or three subordinates is excessive and inefficient. I believe that the rationale for having three coordinators no longer applies to the communications division as it exists today, and in fact hampers our operations in some ways.

First, computerized departmental records and administrative functions has been the norm for years. It is no longer a change with which to be contended, but rather the industry standard and a condition that has existed for all but two of our dispatchers for nearly their entire careers. The ability to operate computer equipment is now a basic job requirement and a common skill. The addition of computer-aided dispatch in 2002 dramatically changed the basic job of a dispatcher for the better. Although I do not at all minimize the importance of dispatching talent and skills, CAD has made the basic tasks of the job much more streamlined, straight-forward, efficient and far less prone to error. Currently, dispatchers have nearly all the resources and up-to-date information they need literally at their fingertips, and the adoption of an improved Communications Training Officer program in 2005 has resulted in a much higher baseline of performance quality among our current dispatchers. Simply put, there is today much less of a need for our dispatchers to have constant direct supervision of their common, daily tasks.

Second, although some of the original intent behind having a coordinator on each shift was to improve supervision in dispatch, it is my observation that improvement has never been realized. The reasons behind this are many. Although the three coordinators were given title and increased pay as being supervisors, they were never relieved from any of the basic duties of performing as clerk/dispatchers just as they had before promotion. More than ninety percent of their working time was and is still spent functioning as a regular dispatcher. With little time or motivation to do so, few coordinators have made any efforts to perform supervisory duties, much less develop or improve their performance as supervisors. The "coordinating" portion of their workload currently amounts to little more than filling at most, two overtime vacancies per shift created by leave time and maintaining the scheduling calendar.

Likewise, previous administrations did not take enough steps to develop supervisory skills in our coordinators, or hold them accountable to the expectations that they perform supervisory duties such as quality control, subordinate development, performance evaluation or subordinate coaching & counseling. That lack of supervisory performance, contrary to the intent, resulted in many cases in decreased performance quality by the dispatchers. Equally as detrimental, because the shift sergeants and lieutenants were then relieved from the duty of direct supervision over the dispatchers, and

because the majority of the time, coordinators were only functioning as regular dispatchers, an environment of isolation and adversarial relationships developed. The most frequent interaction between shift supervisors and coordinators became the airing of complaints about dispatch by patrol officers, and the defense of dispatch by the coordinators, with no substantial efforts being made by either to address the root causes of the complaints and improve performance. Not only did dispatch become isolated from patrol, but likewise, having three coordinators created territorial atmospheres on their respective shifts, isolated from each other. Performance expectations can vary widely from one to the next based upon the preferences and tolerances of the individual coordinators. There is, in fact little communication or coordination taking place between the three coordinators, which can be seen clearly in the recent difficulties we've experienced trying to manage the schedules of the three part-time dispatchers and my efforts to hold the D/C's accountable for supervisory performance. This condition is a detriment to the dispatchers, who have actually been observed to make decisions on whether or not to fill overtime vacancies based upon who they might be working with and upon which shift.

I believe that the department, our dispatchers and officers, as well as the other various people and entities we serve would be better served by having one dispatch coordinator. Having reviewed the most recent job description for the position, I believe it adequately and fairly contains and describes all of the necessary responsibilities; working conditions; required knowledge, skills and abilities; and essential/critical functions that would be expected of a single dispatch coordinator serving and supervising over nine full-time and three part-time dispatchers. The is only one possible discrepancy in "Typical Tasks (Illustrative Only)", a reference to "...supervises dispatchers and clerks assigned to *the Shift* (emphasis added) in the areas of dispatching..." However, I do not believe that reference is an impediment to the requested reclassification. I likewise believe that Article 7.01, Management Rights, clearly provides the department the exclusive right to determine the size and composition of the working forces, preventing any reasonable objection by the bargaining unit.

I envision the single dispatch coordinator to function very much according to the current job description. The primary duties and functions I, as the Division Captain, would require and expect from a single coordinator are clearly listed in the "Responsibilities" section of the job description.

"Under the general direction of the Services Captain and supervision of the Assigned Shift Lieutenant, coordinates and supervises the ongoing functions of the Records and Communications Division of the Police Department. Performs radio dispatching and non-emergency call taking, and clerical duties; provides training for Records and Communications personnel; and performs related duties as required. Evaluates other Clerk/Dispatchers' performance and provides appropriate feedback and/or identifies training needs."

More specifically, I will expect the coordinator primarily to: oversee dispatch scheduling and part-time dispatcher utilization, fill vacancies and overtime known 24 hours or greater in advance, and maintain the scheduling calendar; provide in-house training, and oversee scheduling of outside training and schools according to individual and departmental needs with a focus on the eventual APCO certification of all our dispatchers; conduct and coordinate CTO training of new dispatch employees; perform normal emergency & non-emergency call taking and dispatching on an assigned shift when needed, and periodically on all three shifts whether to fill overtime slots or via schedule adjustment; evaluate clerk/dispatchers' performance on a regular ongoing basis and provide feedback toward improving performance, including both regular quality control reviews and incident specific reviews when requested; collaboratively work with the shift lieutenants and sergeants to supervise dispatcher performance, and to write annual performance reviews for all dispatchers. Assuming the transition takes place smoothly, I would eventually look to the single dispatch coordinator to possibly take on additional duties, such as serving as the LEADS Terminal Area Coordinator, and/or as a liaison between us and KSUPD dispatch, and New World Systems, our CAD vendor.

While at first glance, the move to a single coordinator may seem counterintuitive to improving the quality of supervision in dispatch, but we've already seen that having more is not necessarily better. I believe having one will be an improvement in the following ways. First, over the past two years, I have been gradually implementing a "customer service" focus to dispatch operations. The re-emphasis of shift lieutenants and sergeants in the chain of command over the dispatchers in day-to-day operations will serve to reinforce that concept - the police officers being the most frequent and highest volume customers that dispatch serves. The inclusion of patrol sergeants in the dispatch evaluation workshop this year was effective and viewed as a positive by all accounts. Dispatch is at its most effective when the dispatchers on a given shift feel as though they belong to a team. As you know, Capt. Canfield has been promoting the concept of teamwork heavily in the Patrol Division, and I point to night shift this past year as an example of that concept in action. There was open communication between the coordinator and dispatchers, and shift supervisors and officers. That level of teamwork and communication resulted in my recording zero complaints about dispatcher performance from patrol, and zero justified citizen complaints about dispatcher performance.

With a single coordinator in place, the dispatchers on a given shift will be more connected to their customers (the officers and supervisors and firemen), will feel more valuable as members of their respective teams, and will have a clear, single point of contact, the coordinator, for division-wide direction and issues of procedure outside the job knowledge of the shift

supervisors. Likewise, the shift supervisors will have a single point of contact for addressing performance issues that may necessitate training or correction. And the coordinator, being the conduit for all three shifts, will be positioned to identify customer needs and recommend training or procedure changes that may become necessary to improve overall performance.

In the current circumstances we face, I believe D/C Butcher, the soon-to-be remaining coordinator, has the necessary knowledge, skills, abilities and perhaps most importantly - the desire and enthusiasm - to perform her job as the lone coordinator serving all the clerk/dispatchers. Her involvement in developing the CTO program demonstrates her understanding of the importance of quality training, and she has shown the ability to critically evaluate processes with an eye toward improvement. As a dispatch coordinator this past year, she has demonstrated a commitment to the customer service philosophy I'm trying to develop in the communications division, and she has demonstrated her ability to supervise, evaluate, correct (properly, fairly and effectively) when necessary, and develop her subordinates. Over the past year, she has frequently made sound recommendations for the betterment of the division and has frequently sought to take on additional duties and responsibilities. I believe she is ready to do just that.

Although it is not one of the prime factors behind this proposal, I would be remiss if I did not point out that reclassifying two D/C positions back to Clerk/Dispatcher also provides us with some cost savings. Under the current agreement terms, the proposed reclassification would save us nearly \$10,000 in base wage costs next year. If typical overtime costs (average yearly overtime hours worked at D/C's OT rate) were factored in, the savings would be even more significant. With the current financial difficulties the City is facing, I don't believe we will have enough funds to adequately and properly develop the supervisory skills of three dispatch coordinators. Such expenditure would be foolish when it is my firm belief that the needs of the communications division, the department and the public would be best served by one dispatch coordinator.

I respectfully request this proposed reclassification to the Civil Service Commission at the next available opportunity.

R/S,

A handwritten signature in black ink, appearing to read "JWC/205". The signature is written in a cursive, somewhat stylized font.

Dispatch Coordinator Job Description

Eligibility Requirements: Three years of progressively responsible experience in the performance of records and communication duties with the Kent Police Department. The position is only available to current Full-time Dispatchers with three years' experience. Possession of LEADS Computer and BCI CCH Certification is required.

Responsibilities: Under the general direction **and supervision** of the Services Captain, ~~and supervision of the Assigned Shift Lieutenant~~ coordinates and supervises the ongoing functions of the Records and Communications ~~Division~~ **Section** of the Police Department. Performs radio dispatching, **emergency** and non-emergency call taking, and clerical duties; provides **and/or coordinates** training for Records and Communications personnel; and performs related duties as required. Evaluates ~~other~~ Clerk/Dispatchers' performance **with collaborative input and assistance from the Patrol Division Shift Supervisors** and provides appropriate feedback and/or identifies training needs.

Typical Tasks (Illustrative Only): Coordinates and supervises dispatchers and clerks assigned to the Shift in the areas of dispatching and assigned clerical duties. **Collaborates with Patrol Division Supervisors to ensure adequate supervision, performance review and feedback, training and development of Clerk/Dispatchers; provides technical knowledge and assistance to Patrol Division Supervisors in the operations and functions of the Communications Section. Oversees Clerk/Dispatcher scheduling and** ensures adequate staffing; inspects personnel; assigns duties to individual dispatchers and/or records and clerical personnel; enforces Department policies and procedures within scope of authority. Receives and screens calls for service from citizens requesting police, fire and emergency medical services assistance and relays information to remote units; elicits necessary information and completes "~~Request for Service~~" forms **"Call for Service" and other computer-aided dispatch operations** so that proper dispatching can occur; dispatches police, fire and EMS services by radio and telephone; gives information to the public concerning a wide variety of matters; may determine the need for action and/or assign priorities to requests for service; contacts other city departments and private agencies such as ambulance services, towing services, and hospitals to obtain required services; contacts other law enforcement, fire and EMS departments; may send and receive messages on computer networks; operates audio/visual recording equipment, office equipment, and appliances; maintains confidential record system and provides information to authorized persons; monitors other law enforcement and fire agencies; contacts citizens and advises them of matters relating to their requests; performs clerical work related to communications operations and record systems.

Working Conditions: The working environment of the Dispatch Coordinator includes exposure to conditions generally found in an office setting. The Dispatch Coordinator works with office equipment such as computers, **two-way radio systems**, telephones, teletypes, digital recorders, tape recorders, fax machines, copy machines and appliances. Within the office setting, the Dispatch Coordinator will move, lift, and/or retrieve items of standard office use, such as paper by the ream or box, file record storage boxes, and office equipment. The Dispatch Coordinator may work varied shifts, including days, afternoons and nights, weekends, and holidays, and it expected to be able to report to work during inclement weather conditions.

Special Requirements: The Dispatch Coordinator must fulfill training and certification standards as required, and must be capable of performing light to moderate physical tasks within the office setting.

Necessary Knowledge, Skills and Abilities: The Dispatch Coordinator must possess the ability to assign, train, supervise and evaluate the work of clerical and dispatch personnel; to analyze difficult emergency dispatch situations, problems and data, and to use judgment in decision-making; to maintain records and prepare oral and written reports. The Dispatch Coordinator must possess excellent communication skills, which includes the ability to project clear and distinct speech; to visually and audibly monitor communications equipment; to elicit information from persons who may be distressed and take appropriate dispatching action; to carry out oral and written instructions as directed; to establish and maintain positive working relationships with co-workers, City officials, and the public. The Dispatch Coordinator must develop a working knowledge of City geography; must be able to learn operating procedures for radio/telephone and call screening for police, fire and EMS services; must be able to learn to operate and test a variety of communications and related equipment, including the operation of personal computers; and computer-aided dispatch software, and must be capable of performing multiple tasks simultaneously. The Dispatch Coordinator must possess clerical skills to include the ability to effectively use a typewriter, personal computer station and keep accurate records.

Necessary Education, Training and Experience: Any combination of training and experience which indicates possession of the knowledge, skills and abilities listed in this posting.

Essential/Critical Functions: The functions specified below are the fundamental job duties which an employee must be able to perform based on supervisory/incumbent interviews relative to: the purpose of the position; the availability of others to perform the function; and/or the serious nature of the consequences of not requiring the incumbent to perform the function.

Physical Requirements: The majority of work is done while sitting with intermittent periods of standing and walking. Requirements include:

- Ability to communicate information both orally and in writing.
- Ability to sit, stand, or walk for extended or intermittent periods of time.
- Ability to listen, comprehend, and respond to discussions involving either one-on-one or group settings.
- Ability to remain alert and watchful during assigned duty hours.
- Ability to transport paperwork or material evidence for short distances which may involve climbing stairs.
- Ability to withstand potential exposure to health hazards.
- Ability to demonstrate and maintain sufficient physical agility to operate job-related equipment which may involve twisting, pushing, pulling, reaching, or lifting.
- Ability to demonstrate manual dexterity to perform multiple job functions simultaneously, such as note-taking and operating of radios, telephones and computer hardware.
- Ability to distinguish frequencies and multiple sound sources.
- Ability to make visual observations, sometimes involving color differentiation.
- Ability to satisfactorily pass a complete medical examination as it relates to the essential functions of the position.
- Ability to maintain a dependable attendance record.

Mental Requirements: The position involves interviewing and interpersonal skills which demand predominantly accurate and effective mental activity. Requirements include:

- Ability to logically order information to report on or react to a given situation which may include serious consequences.
- Ability to inspire trust and confidence in others.
- Ability to make decisions with limited information under stress.
- Ability to cope with and diffuse situations involving angry or difficult people.
- Ability to operate in the absence of clear expectations, precedence, or procedures.
- Ability to concentrate on a given task for extended periods of time.
- Ability to demonstrate reading comprehension levels ranging from basic instructions to technical or legal materials.
- Ability to prioritize workloads while coordinating multiple demands.
- Ability to visualize scenarios when presented as written plans or oral instructions.
- Ability to compare letters, numbers, or patterns quickly and accurately.
- Ability to demonstrate mature judgment and reasoning at all times.

**KENT CITY PLANNING COMMISSION
BUSINESS MEETING
JANUARY 8, 2013**

**COUNCIL CHAMBERS
KENT CITY HALL
325 S. DEPEYSTER STREET
7:00 P.M.**

A G E N D A

I. CALL TO ORDER

II. ROLL CALL

III. READING OF PREAMBLE

IV. ADMINISTRATION OF OATH

V. CORRESPONDENCE

VI. OLD BUSINESS

- A. PC12-028 ART & HEART GALLERY
707 S. Water Street
Conditional Zoning Certificate & Site Plan Review**

The applicant is requesting a Conditional Zoning Certificate and Site Plan Review and Approval in order to operate a tattoo and body piercing business. The subject property is zoned R-C: Density Multifamily Commercial District.

- 1) Public Hearing**
- 2) Planning Commission Discussion/Action**

VII. NEW BUSINESS

- A. PC13-001 STEVE KUBOFCIK
335 Park Avenue
Conditional Zoning Certificate & Site Plan Review**

The applicant is requesting to convert a single family dwelling into a rooming house for three tenants. The subject property is zoned R-4: Multifamily Residential District.

- 1) Public Hearing**
- 2) Planning Commission Discussion/Action**

**B. PC13-002 BAR 145 PATIO
100 East Erie Street
Site Plan & Sign Plan Review**

The applicant is seeking Site Plan Review and Approval for an enclosed outdoor bar on the patio and amendment to the Comprehensive Sign Plan. The subject property is zoned C-D: Commercial Downtown District.

- 1) Public Comment**
- 2) Planning Commission Discussion/Action**

VIII. MEETING MINUTES: October 16, 2012

IX. OTHER BUSINESS

X. ADJOURNMENT



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 2, 2013
TO: Kent City Planning Commission
FROM: Jennifer Barone, PE, Development Engineer
RE: Staff Report for the January 8, 2013 Planning Commission Meeting

The following items appear on the agenda for the January 8, 2013 Planning Commission meeting:

OLD BUSINESS:

CASE NO: PC12-028

APPLICANT: Art & Heart Gallery

SITE LOCATION: 707 South Water Street

STATUS OF APPLICANT: The applicant is leasing the property.

REQUESTED ACTION: Conditional Zoning Certificate and Site Plan Review and Approval for a tattoo/body piercing business and art gallery

ZONING: R-C: High Density Multifamily – Commercial

TRAFFIC: The site is accessed from South Water Street and East Hall Street.

SURROUNDING LAND USES: The property is surrounded by commercial uses on the south & west sides and residential on the north and east sides.

APPLICABLE CODE SECTIONS: Chapters 1113 and 1137 of the Kent Codified Ordinances (KCO).

ANALYSIS:

PROJECT DESCRIPTION:

This case was presented at the December 18, 2012 Planning Commission meeting. At that time, it was determined that insufficient information was provided concerning the parking layout.

The applicant asked that the issue be tabled until this meeting in order to prepare an acceptable plan for the parking layout. The following is repeated from the previous staff report.

The applicant is proposing a tattoo and body piercing business. Customers will have to make an appointment to have the work performed. Initially the business will have three employees with a potential for six. The business will be open from 3 pm to midnight. The applicant is also proposing to display/sell artwork.

TRAFFIC/PARKING:

Six spaces are required by the code and eight spaces are shown on the plan. The City is going to require the spaces be re-striped so that the vehicles do not back out over the curb onto South Water Street. There is also a question as to whether the parking spaces off of East Hall Street are adequately sized. The parking layout will need to be adjusted. There is on-street parking available on the north side of East Hall Street.

UTILITIES:

Utilities are existing.

STORMWATER:

Storm water management is not required since this is an existing site.

SIGNAGE:

The applicant will be re-facing the existing pole sign.

LIGHTING/LANDSCAPING/DUMPSTER:

No additional lighting or landscaping is proposed. The applicant plans to use trash cans, not a dumpster.

ARCHITECTURAL ADVISORY BOARD:

The Architectural Advisory Board did not review this project since it is an existing building.

VARIANCES:

No variances are required.

RECOMMENDATION:

Planning Commission may approve, approve with conditions, or disapprove the application. Should Planning Commission wish to approve this project, the following language may be used:

I move that in Case PC12-028, the Planning Commission approve the Conditional Zoning Certificate and Site Plan to operate a tattoo and body piercing business at 707 South Water Street subject to the following:

1. Technical Plan Review.
2. An acceptable modification of the parking layout.

List of Enclosures for This Project:

1. Plans received January 2, 2013.

NEW BUSINESS:

CASE NO: PC13-001

APPLICANT: Steve Kubofcik

SITE LOCATION: 335 Park Avenue

STATUS OF APPLICANT: The applicant is the owner.

REQUESTED ACTION: Conditional Zoning Certificate and Site Plan Review and Approval for a rooming house.

ZONING: R-4: Multifamily Residential

TRAFFIC: The site is accessed from Park Avenue.

SURROUNDING LAND USES: The property is surrounded by residential uses on the north, south and east and by a school on the west.

APPLICABLE CODE SECTIONS: Chapters 1107, 1113, 1135 and 1122 of the Kent Codified Ordinances.

ANALYSIS:

PROJECT DESCRIPTION:

The applicant is requesting to convert a single family dwelling into a rooming house where three tenants may reside.

Rooming and boarding houses are conditionally permitted uses subject to KCO 1171.01(11), (17), (21) and (56) listed below. Please note that Number 56 is superseded by KCO 1122: Rooming and Boarding Houses. Staff believes all the conditions have been met.

- (11) Such uses shall be properly landscaped to be harmonious with surrounding residential uses.
- (17) All permitted installations shall be maintained in a neat orderly condition so as to prevent injury to any single property, any individual, or to the community in general; a bond may be required to insure that this provision will be met.
- (21) Lodging and boarding house uses shall be so designed, maintained and operated as to comply with inspection and rules of the City Board of Health and the regulations of all other applicable City codes, and to minimize possible disruptive effects on the character of adjacent and nearby properties.
- (56) There shall be one parking space for every person that lives in said structure of building. (Ord. 2002-90. Passed Sept. 18, 2002)

TRAFFIC/PARKING:

The proposed parking is in the driveway which has adequate length for three required parking spaces. The previous owner had widened the driveway towards the house, which is not depicted on the enclosed plans. This will allow some maneuverability for ingress/egress.

UTILITIES:

Utilities are existing.

STORMWATER:

There is no proposed site improvement. Therefore, storm water management is not required.

SIGNAGE:

No signage is proposed.

LIGHTING/LANDSCAPING/DUMPSTER:

No changes to the lighting or landscaping are proposed. Garbage cans are used for refuse.

ARCHITECTURAL ADVISORY BOARD:

The project did not require review by the Architectural Review Board.

VARIANCES:

A couple of zoning code variances will need to be presented to the Board of Zoning Appeals.

- KCO section 1135.03(a)(3) minimum lot area.
- KCO section 1135.03(b)(3) minimum lot width building line.

RECOMMENDATION:

Staff is recommending that the Planning Commission approve the conditional zoning certificate and site plan with the condition listed below.

Planning Commission may approve, approve with conditions, or disapprove the application. Should Planning Commission wish to approve this project, the following language may be used:

I move that in Case PC13-001, the Planning Commission approve the Conditional Zoning Certificate and Site Plan to operate a rooming house at 335 Park Avenue subject to the following conditions:

1. Limit of three unrelated persons.
2. Technical Plan Review.
3. Granting of variance(s) from the Board of Zoning Appeals (BZA).

List of Enclosures for This Project:

1. Cover letter dated November 13, 2012 and site plans received November 26, 2012.
2. Aerial Topo and Zoning Map.

CASE NO:

PC13-002

APPLICANT:

Bar 145 Patio

SITE LOCATION:

100 East Erie Street

STATUS OF APPLICANT:

College Town Kent LLC is the leaser of the Property which is owned by the City of Kent.

REQUESTED ACTION:

Site Plan Approval for an enclosed outdoor bar on the patio and amendment to the Comprehensive Sign Plan.

ZONING:

C-D: Commercial - Downtown

TRAFFIC: The site is accessed from East Erie Street.

SURROUNDING LAND USES: The property is surrounded by commercial properties on all sides.

APPLICABLE CODE SECTIONS: Chapter 1113 and 1146 of the Kent Codified Ordinance.

ANALYSIS:

PROJECT DESCRIPTION:

The applicant is requesting site plan approval to enclose the outside bar similar to what Panini's did at 295 South Water Street. Unlike Panini's, which had a roof line already approved that they enclosed, Bar 145 is adding the roof and enclosure which changes the building footprint.

TRAFFIC/PARKING:

There will be no change to parking.

UTILITIES:

Utilities are existing.

STORMWATER:

There is no additional impervious area. Therefore, storm water management is not required.

SIGNAGE:

One additional sign is proposed. This sign will conform to the criteria established in the Comprehensive sign package that was previously approved by Planning Commission on June 19, 2012. They are requesting approval of this amendment.

LIGHTING/LANDSCAPING/DUMPSTER:

No changes are proposed.

ARCHITECTURAL ADVISORY BOARD:

The Architectural Review Board reviewed this project on December 18, 2012 and requested some modifications. A new plan will be presented on January 8, 2013.

VARIANCES:

No variances are required.

RECOMMENDATION:

Staff is recommending that the Planning Commission approve the site plan with the condition listed below.

Planning Commission may approve, approve with conditions, or disapprove the application. Should Planning Commission wish to approve this project, the following language may be used:

I move that in Case PC13-002, the Planning Commission approve the Site Plan to construct an enclosed patio bar subject to the following conditions:

1. Technical Plan Review.
2. Issuance of a Certificate of Appropriateness by the Architectural Review Board.

List of Enclosures for This Project:

1. Site plans received November 28, 2012.
2. Aerial Photo and Zoning Map.

cc: Bridget Susel, Community Development Director
Jim Bowling, City Engineer
Eric Fink, Assistant Law Director
Heather Phile, Development Planner
Applicant
PC Case File

**CITY OF KENT
ARCHITECTURAL REVIEW BOARD
JANUARY 8, 2013**

**COMMUNITY DEVELOPMENT DEPARTMENT
CONFERENCE ROOM
930 OVERHOLT ROAD
4:00 P.M.**

A G E N D A

I. CALL TO ORDER

II. ROLL CALL

III. ADMINISTRATION OF OATH

IV. PROJECT REVIEW

**A. ARB12-031 FAIRMOUNT PROPERTIES
100 EAST ERIE STREET, SUITE 130 (BAR 145)**

The applicant is requesting review of the proposed patio addition and signage.

- 1) Discussion
- 2) Recommendation/Action – Certificate of Appropriateness

V. MEETING SUMMARY

VI. OTHER BUSINESS

VII. ADJOURNMENT



CITY OF KENT, OHIO

CIVIL SERVICE COMMISSION ■ 221 E. SUMMIT STREET ■ KENT, OHIO 44240 ■ 330-678-8101

January 9, 2013

Mr. David Ruller, City Manager
City of Kent, Ohio
215 East Summit Street
Kent, Ohio 44240

Dear Mr. Ruller,

Please find the Civil Service Commission's 2012 Activity Report enclosed.
This report breaks down the various 2012 activities in which the Commission was
involved.

If you have any questions regarding the report, please feel free to contact me.

Respectfully,

Lee M. Higgins

Lee M. Higgins, Chairperson
Civil Service Commission
City of Kent



CIVIL SERVICE COMMISSION

CITY OF KENT
221 EAST SUMMIT STREET
KENT, OHIO 44240

TELEPHONE: (330) 678-8101
OR (330) 676-7556
FAX: (330) 676-7580

Civil Service Commission *2012 Activity Report*

Appointment Certifications: 21
Exams Administered: 14

Monthly Activity

January:

- Police Officer agility test administered on January 2, 2012.
- Laborer exam administered on January 7, 2012.
- Police Officer eligible list posted on January 9, 2012.
- Top 25% of Police Officer eligible list certified on January 9, 2012 to appointing authority; ranks #1-10.
- Laborer eligible list posted on January 13, 2012 and expires on January 13, 2013.
- Accepted applications for the position of Civil Service Coordinator.
- Certified payrolls for City of Kent and Kent City School District biweekly.

February:

- Continued accepting applications for the position of Civil Service Coordinator.
- Civil Service Coordinator exam administered on February 11, 2012.
- Civil Service Coordinator eligible list posted on February 14, 2012.
- Certified payrolls for City of Kent and Kent City School District biweekly.

March:

- Civil Service Commission Special meetings for interviewing for position of Civil Service Coordinator on these dates:
 - March 19, 2012
 - March 21, 2012
 - March 23, 2012
 - March 24, 2012
- Certified payrolls for City of Kent and Kent City School District biweekly.

April:

- Civil Service Commission regular meeting held on April 10, 2012.
- Alicia Schrenk hired as Civil Service Coordinator effective April 16, 2012.
- Accepted applications for the position of Public Health Sanitarian.
- Public Health Sanitarian exam administered on April 24, 2012.

- Public Health Sanitarian eligible list posted on April 30, 2012.
- Certified payrolls for City of Kent and Kent City School District biweekly.

May:

- Accepted applications for the position of Detention Officer.
- Accepted applications for the promotional positions of Police Lieutenant and Police Sergeant.
- Civil Service Commission regular meeting held on May 8, 2012.
- Accepted applications for the position of Environmental Technician.
- Detention Officer exam administered on May 21, 2012.
- Detention Officer eligible list posted on May 29, 2012.
- Certified payrolls for City of Kent and Kent City School District biweekly.

June:

- Accepted applications for the position of Custodial I Worker for the Kent City School District.
- Entire eligible list of Detention Officer was certified to appointing authority on June 5, 2012.
- Environmental Technician exam administered on June 11, 2012.
- Environmental Technician eligible list posted on June 18, 2012.
- Custodial I Worker exam administered on June 26, 2012.
- Accepted applications for Secretary I for Kent City School District.
- Certified payrolls for City of Kent and Kent City School District biweekly.

July:

- Accepted applications for Secretary I for Kent City School District.
- Custodial I Worker eligible list posted on July 9, 2012.
- Police Sergeant promotional written exam administered on July 11, 2012.
- Police Lieutenant promotional written exam administered on July 11, 2012.
- Next 25% certified on Police Officer eligible list to appointing authority; ranks #10-19.
- Secretary I written exam administered on July 18, 2012.
- Civil Service Commission Regular meeting held on July 19, 2012.
- The Civil Service Commission voted and selected the following officers on July 19, 2012: Lee M. Higgins, Chairperson; Kenneth Hodar, Co-Chairperson; and Marilyn Sessions, Member.
- Police Sergeant promotional assessment exam administered on July 28, 2012.
- Police Lieutenant promotional assessment exam administered on July 30, 2012.
- Certified payrolls for City of Kent and Kent City School District biweekly.

August:

- Secretary I typing skills test administered on August 2, 2012
- Police Sergeant eligible list posted on August 3, 2012.
- Police Lieutenant eligible list posted on August 3, 2012.
- Secretary I typing skills test also administered on August 4, 2012.

- Secretary I eligible list posted on August 9, 2012.
- Civil Service Commission regular meeting held on August 16, 2012.
- Accepted applications for the promotional positions of Fire Chief and Fire Captain.
- Certified payrolls for City of Kent and Kent City School District biweekly.

September:

- Continued to accept promotional applications for Fire Chief and Fire Captain.
- Accepted applications for promotional position of Fire Lieutenant.
- Civil Service Commission regular meeting held on September 11, 2012.
- Researched updated/changed Ohio Revised Codes pertaining to Chapter 124.
- Certified payrolls for City of Kent and Kent City School District biweekly.

October:

- Continued researching updated/changed ORC, found one regarding Age Requirement for Firefighter applicants.
- Fire Chief promotional exam administered on October 20, 2012.
- Fire Chief eligible list posted on October 29, 2012.
- Accepted applications for the position of Firefighter/Paramedic.
- Certified payrolls for City of Kent and Kent City School District biweekly.

November:

- Continued accepting applications for the position of Firefighter/Paramedic.
- Fire Lieutenant written exam administered on November 3, 2012.
- Firefighter/Paramedic exam administered on November 8, 2012.
- Civil Service Commission regular meeting held on November 13, 2012.
- Fire Lieutenant assessment exam administered on November 17, 2012.
- Fire Captain assessment exam administered on November 18, 2012.
- Firefighter/Paramedic eligible list posted on November 28, 2012.
- Fire Captain eligible list posted on November 30, 2012 and expires on November 30, 2012.
- Fire Lieutenant eligible list posted on November 30, 2012 and expires on November 30, 2014.
- Certified payrolls for City of Kent and Kent City School District biweekly.

December:

- Civil Service Commission regular meeting held on December 11, 2012.
- Started 2012 Activity Report.
- Testing Fees Research Documentation Information Report.
- 2012 Job Statistics Reports on Entry-Level positions
- Certified payrolls for City of Kent and Kent City School District biweekly.

New Employee Certified Appointments

City of Kent:

- January 17, 2012 Johnthon H. White appointed to Waste Water Plant Op.
- January 23, 2012 Tanya Bzdil appointed to Secretary to Police Chief
- February 13, 2012 Michael C. Atkinson appointed to Laborer
- April 9, 2012 Kelli Myers appointed to part-time Clerk/Dispatcher
- April 16, 2012 Alicia E. Schrenk appointed to Civil Service Coordinator
- June 11, 2012 Justin T. Smith appointed to Public Health Sanitarian
- June 11, 2012 Kyle C. Kelly appointed to Public Health Sanitarian
- July 23, 2012 Joshua Nelson appointed to Police Officer
- September 10, 2012 Eric Gorczynski appointed to Environmental Technician
- December 18, 2012 Neal Hilbruner appointed to part-time Detention Officer

Kent City School District:

- August 13, 2012 Richard Routt appointed to Custodial I Worker
- August 16, 2012 Theresa Reed appointed to Secretary I
- September 4, 2012 Kyle Fritch appointed to Custodial I Worker
- November 26, 2012 Stephen Karas appointed to Custodial I Worker

Promotions/Transfers

Kent Fire Department:

- November 5, 2012 Acting Fire Chief David Manthey promoted to Fire Chief
- December 3, 2012 Fire Lieutenant David Moore promoted to Fire Captain
- December 3, 2012 Firefighter James Samels promoted to Fire Lieutenant

Kent Police Department:

- April 23, 2012 Police Lieutenant Paul Canfield promoted to Police Captain
- August 13, 2012 Police Sergeant Jennifer Ennemoser promoted to Police Lieutenant
- August 13, 2012 Police Officer Jason Short promoted to Police Sergeant
- November 12, 2012 Police Officer James Ennemoser Jr. promoted to Police Sergeant

City of Kent:

- January 2, 2012 Lab. Technician Trevor Jones transferred to Public Health Sanitarian.
- March 26, 2012 Sanitarian Jonnette Campbell transferred to Lab. Technician
- October 22, 2012 Grants Administrator Bridget Susel promoted to Director of Community Dev. (Uncl.)
- December 1, 2012 Chief Water Plant Operator John Cordier promoted to Water Plant Lab. Tech.
- December 1, 2012 Water Plant Oper. Brian Johnson promoted to Chief Water Plt. Op.
- December 10, 2012 Service Worker Matthew Benson promoted to Water Plant Oper.

Kent City School District:

- August 6, 2012 Bus Driver Lyndee Wolf transferred to Typist II
- August 22, 2012 Custodian Bruce Moekle transferred to Maintenance Worker

Retirements/Resignations

Kent Fire Department:

- August 12, 2012 Fire Chief James A. Williams (retired)

Kent Police Department:

- January 8, 2012 Police Officer Michael Roberts (retired)
- February 17, 2012 Detention Officer Ronald Wright (deceased)
- April 22, 2012 Police Captain Gregory Urchek (retired)
- November 11, 2012 Police Sergeant Samuel Todd (retired)
- December 23, 2012 Dispatch Coordinator Yolanda Smith (retired)

City of Kent:

- January 31, 2012 Civil Service Coordinator Anna Lucas (retired)
- November 30, 2012 Water Plant Lab. Technician Charles Matti (retired)

Kent City School District:

- January 3, 2012 Custodial I Worker David Lark (resigned)
- April 27, 2012 Secretary I Linda Guyas (resigned)
- July 1, 2012 Asst. Principal Secretary II Jaci Cirullo (retired)
- July 1, 2012 Maintenance Worker Marlin Mankamyer (retired)
- October 19, 2012 Custodial I Worker Paul Kimpton (resigned)

Revised Job Description Approvals

- May 8, 2012 Police Sergeant job description revision
- May 8, 2012 Police Lieutenant job description revision
- August 16, 2012 Fire Chief job description revision
- August 16, 2012 Fire Captain job description revision
- August 16, 2012 Fire Lieutenant job description revision
- August 16, 2012 Firefighter/Paramedic job description revision

Civil Service Commission 2012 Activity Report

| Position | Exam Date | Physical/Skills Test or Assessment Completion Date | Eligibility List Date | Type of Position (Location) | Entry/Promo. | Applications Accepted/Filed | Applications Rejected | Did Not Appear | Failed | Passed | # on Certified List | # of Appointed Get. |
|---------------------------|------------|--|---------------------------|-----------------------------|--------------|-----------------------------|-----------------------|---|----------------------------------|---|-------------------------------------|---------------------|
| Police Officer | 12/10/2011 | 1/2/2012 | W 12/16/11 - P 01/09/2012 | City of Kent | Entry Level | 102 | 0 | 21 - Written Exam 13 - Physical Exam | 5 - Written 7 - Physical | 76 - Written Exam 30 - Physical Exam | 1-10 (07/09/12) 10-19 (07/12/12) | 1 |
| Laborer | 1/7/2012 | NA | 1/13/2012 | City of Kent | Entry Level | 100 | 0 | 39 | 2 | 59 | 10 | 1 |
| Civil Service Coordinator | 2/11/2012 | NA | 2/14/2012 | City of Kent | Entry Level | 29 | 0 | 5 | 0 | 24 | 7 | 1 |
| Public Health Sanitarian | 4/24/2012 | NA | 4/30/2012 | City of Kent | Entry Level | 14 | 4 | 0 | 4 | 10 | 10 | 2 |
| Detention Officer (PT) | 5/21/2012 | NA | 5/29/2012 | City of Kent | Entry Level | 12 | 0 | 2 | 1 | 9 | 9 | 1 |
| Environmental Tech. | 6/11/2012 | NA | 6/18/2012 | City of Kent | Entry Level | 36 | 10 | 1 | 0 | 35 | 9 | 1 |
| Custodial I | 6/26/2012 | NA | 7/9/2012 | Kent City Schools | Entry Level | 63 | 5 | 18 | 2 | 43 | 11 | 3 |
| Police Sergeant | 7/11/2012 | 7/28/2012 | 8/3/2012 | City of Kent | Promotional | 6 | 0 | 1 - Written 1 - Assessment | 1 | 4 - Written 3 - Written | 1 | 2 |
| Police Lieutenant | 7/11/2012 | 7/30/2012 | 8/3/2012 | City of Kent | Promotional | 3 | 0 | 0 | 0 | 3 - Written | 1 | 1 |
| Secretary I | 7/18/2012 | 8/4/2012 | 8/9/2012 | Kent City Schools | Entry Level | 180 | 2 | 26 - Written Exam 19 - Typing Test | 27 (Written) 81 (Typing Test) | 127 - Written 27 - Skills Test | 7 | 1 |
| Fire Lieutenant | 11/3/2012 | 11/17/2012 | 11/30/2012 | City of Kent | Promotional | 7 | 0 | 0 | 1 | 6 | 1 | 1 |
| Fire Captain | 11/19/2012 | NA | 11/30/2012 | City of Kent | Promotional | 5 | 0 | 0 | 0 | 5 | 1 | 1 |
| Fire Chief | 10/20/2012 | NA | 10/29/2012 | City of Kent | Promotional | 2 | 0 | 0 | 0 | 2 | 1 | 1 |
| Firefighter/Paramedic | 11/8/2012 | NA | 11/28/2012 | City of Kent | Entry Level | 116 | 2 | 5 | 36 | 75 | 19 | N/A |

2012 Activity Report
Civil Service Commission
City of Kent, Ohio
221 E. Summit Street
Kent, Ohio 44240
330-678-8101

Last updated: 12/28/2012
AES