



# CITY OF KENT, OHIO

## DEPARTMENT OF FINANCE

**To:** Dave Ruller, City Manager  
**From:** David A. Coffee, Director of Budget and Finance  
**Date:** September 25, 2014  
**Re:** FY2014 Appropriation Amendments, Transfers, and Advances

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

### Fund 201 – Water

Decrease \$ 16,700 Service-Water Plant / Capital – Reduce appropriation for Fairchild Tank Lead Abatement and Painting Project to reflect actual current year expenditures.

### Fund 202 – Sewer

Decrease \$ 19,000 Contingency / Transfer to Capital/Sewer Plant for Digester Lid Project per B. Brown/G. Roberts 9/11/14 request.

Increase \$ 19,000 SVC-Sewer Plant / Capital– Addt'l appropriation/transfer from Sewer Contingency for Digester Lid No. 2 Project per B. Brown/G. Roberts 9/11/14 request.

### Fund 301 – Capital

Decrease \$ 6,833 Safety - Police / Capital – Reduce appropriation for Taser Replacement project to reflect actual expenditures.

Decrease \$ 1,656 Safety - Police / Capital – Reduce appropriation for Speed Trailer Replacement project to reflect actual expenditures.



# CITY OF KENT, OHIO

## DEPARTMENT OF ECONOMIC DEVELOPMENT

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DATE: September 25, 2014  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *B.S.*  
RE: 2014 *Celebrate Kent!* Grant Program

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The Request for Proposals (RFP) for the 2014 *Celebrate Kent!* Grant Program was issued in May and the City received a total of thirteen (13) proposals from seven (7) different organizations. The total amount of funding requested was \$27,939.00, which exceeds the \$15,000.00 that had been appropriated for the 2014 *Celebrate Kent!* Grant Program, but staff was able to allocate funding to at least one proposal submission from each applicant organization.

Attached is a summary table of the staff's funding recommendations for the 2014 *Celebrate Kent!* Grant Program and the eligibility guidelines which were included in the 2014 *Celebrate Kent!* RFP package.

I am respectfully requesting time at the October 1, 2014 Council Committee session to present the staff funding recommendations to the members of Council and to request, with emergency, approval of the proposed grant funding allocations.

Please let me know if you have any questions concerning the attached materials or if you need any additional information on the 2014 *Celebrate Kent!* Grant Program in order to include this item on the agenda.

Thank you.

Cc: Linda Jordan, Clerk of Council

**YEAR 2014 CELEBRATE KENTI  
RECOMMENDED FUNDING AMOUNTS**

<u>Organization</u>	<u>Program</u>	<u>2014 Funding</u>		
		<u>Requested</u>	<u>Recommended</u>	<u>FY2013 Grant Award</u>
Kent Jaycees	Grill for Good!	\$1,000.00	\$1,000.00	\$800.00
Standing Rock Cultural Arts	Downtown Innovative Comm. Events (D.I.C.E)	\$2,000.00	\$2,000.00	\$2,000.00
Standing Rock Cultural Arts	Who's Your Mama? Earth Day & Env. Film	\$2,000.00	\$2,000.00	\$2,000.00
Western Reserve Folk Arts Assoc.	Downtown Kent Ghost Walk	\$1,065.00	\$1,000.00	\$700.00
Western Reserve Folk Arts Assoc.	Kent Paranormal Weekend	\$1,650.00	\$1,300.00	n/a
Western Reserve Folk Arts Assoc.	Kent Folk Festival	\$7,500.00	\$1,500.00	n/a
Haymaker Farmers' Market	Music @ the Market	\$2,000.00	\$1,500.00	\$1,000.00
Kent Historical Society	Town and Garden Tour	\$1,224.00	\$1,200.00	n/a
Kent Area Chamber of Commerce	Discover Downtown 2014	\$500.00	\$500.00	n/a
Crooked River Arts Council	Kent Blues Fest	\$3,000.00	\$0.00	\$1,700.00
Crooked River Arts Council	Reggae Meltown	\$1,500.00	\$0.00	\$800.00
Crooked River Arts Council	Kent BealeFest	\$1,500.00	\$0.00	n/a
Crooked River Arts Council	Kent 'Round Town' Music Festival	\$3,000.00	3,000.00	n/a
<b>Totals</b>		<b>\$27,939.00</b>	<b>\$15,000.00</b>	<b>\$9,000.00</b>

**NOTE: 2013 grant funds were not drawn by subrecipient. Staff sent two reminder e-mails concerning the deadline date for submitting grant draw requests.**

**NOTE: Event was held in February 2014, which was before the Celebrate Kent! 2014 grant period so project not eligible for funding consideration.**

# *Celebrate Kent!*

## PROGRAM GUIDELINES

### PROGRAM GOAL:

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

### OBJECTIVES:

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

### PROGRAM REQUIREMENTS:

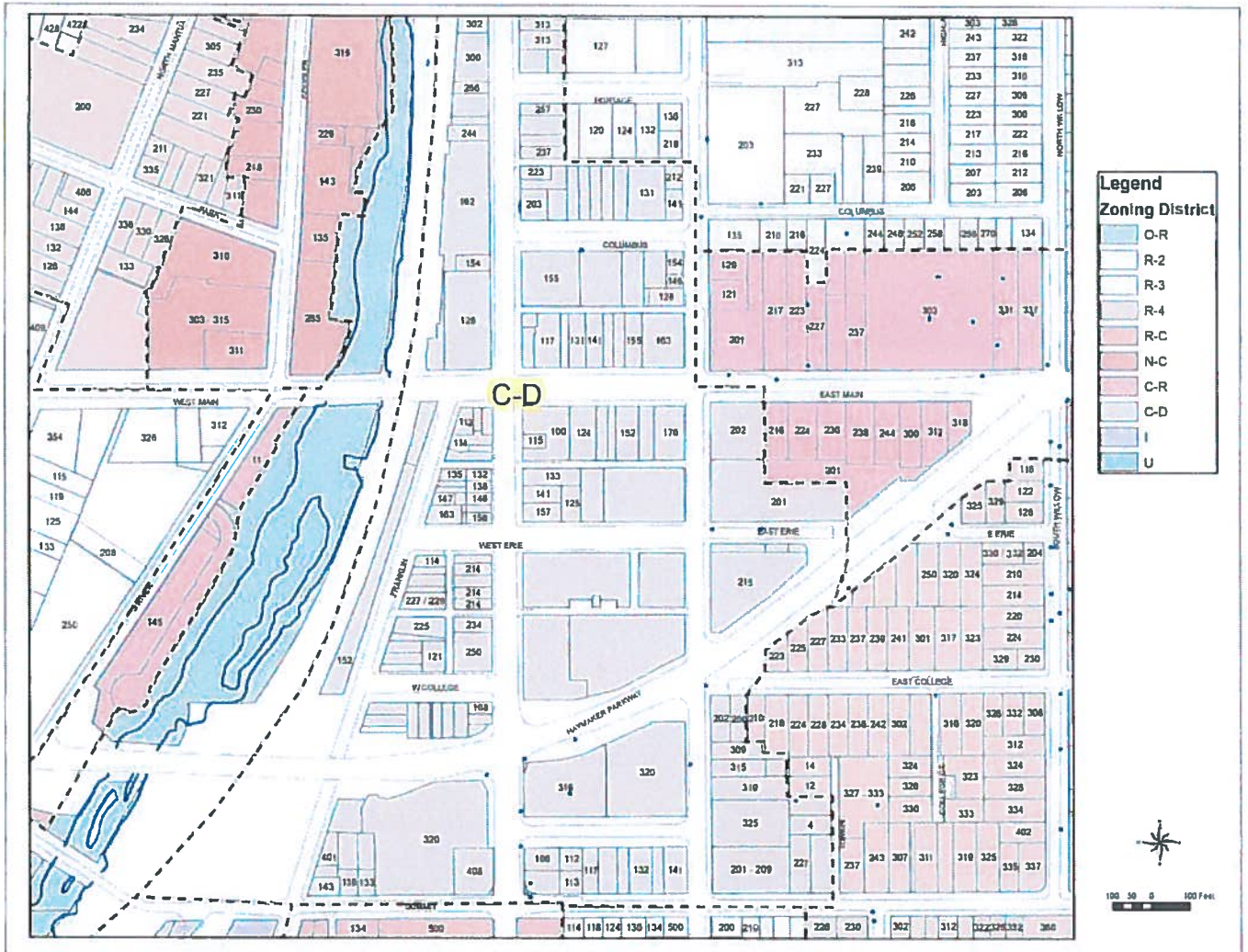
1. The project needs to be oriented toward attracting people to the Kent downtown district and must be held within the downtown district. Attached is a copy of the City's Commercial-Downtown (CD) Zoning District which identifies the boundaries in which an event must be held.
2. Applicants must be, or represent, a Kent company or organization.
3. Funding is intended to support verifiable program expenses which include hard costs such as materials, advertisements, flyers, printing, etc. Funding for administrative purposes such as salaries, general office supplies, agency overhead, payment for services provided by applicant employees or representatives, etc. will not be considered eligible project costs.
4. Grant-funded projects must be completed within one year of the date of the executed grant agreement.
5. At the completion of the event(s) the grant recipient must submit a report to the City of Kent summarizing and documenting the results of the event(s), and explaining how the stated program goals and objectives were met.
6. The final invoice for payment must be submitted no later than June 30, 2015.
7. Grant funds will be disbursed on a reimbursement basis only for eligible expenses as identified in the Project Description and Project Budget sections of the submitted application. All invoices must be for goods or services specific to the event only and must specify the quantity of the item or service provided. All eligible expenses must be documented through third-party invoices and receipts. Hand written receipts or bills that are not formalized company invoices will not be accepted. No disbursements will be authorized until the report mentioned in item number 4 has been received by the City of Kent.
8. Each dollar of grant funding must be matched with one-dollar from another source, or two-dollars of in-kind contribution. A combination of both cash and in-kind contributions is permissible; however, separate and distinct accounting procedures must be maintained for each of the two sources. Evidence of all matching contributions, be they in-kind or cash, must be verifiable, and accepted by the City of Kent prior to reimbursement.
9. All *Celebrate Kent!* Grant agreements must be signed within 30 days of notification of grant award.



# Celebrate Kent!

## PROGRAM BOUNDARIES

This map depicts the City's Commercial-Downtown (CD) Zoning District which identifies the boundaries in which an event must be held.



CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Linda Jordan

FROM: Jon Giaquinto

DATE: 9/23/14

RE: East Summit Street Improvement Project – State of Ohio Temporary Construction Easement

Engineering is requesting council time to seek approval of the attached temporary construction easement with the State of Ohio for the East Summit Street improvement project. This document is necessary to allow the City to construct necessary improvements along Summit Street on State of Ohio (KSU) land. The temporary easement will allow the contractor to access the property and build items such as sidewalk, ramps, pedestrian lighting, driveways, parking lots, utility service connections, drainage basins, grading and landscaping. The temporary easement will have a duration of four years starting in 2015. The cost of the easement is \$1.00. The project is anticipated to start construction in 2015.

c: Gene Roberts, Service Director  
Jim Bowling, City Engineer  
Suzanne Stemnock, Executive Assistant  
Jim Silver, Law Director  
David Coffee, Budget and Finance Director

# Main Street Bridge Parking 2014



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# KENT POLICE DEPARTMENT

319 SOUTH WATER STREET KENT, OHIO 44240  
330-673-7732

**MICHELLE A. LEE**  
Chief of Police

To: Mayor Fiala and Kent City Council

Dave Ruller - City Manager

From: Michelle Lee - Police Chief 

Date: September 23, 2014

Last May I brought to council many changes in the KCO section 137.11 Motor Vehicle Towing. This was at the request of tow operators working within the city which raised many of the fees they could charge.

It has come to my attention that there is a discrepancy in the ordinance whereas the cost of motor vehicle storage fees has a maximum \$12 per day is clearly stated in the Ohio Revised Code. Our ordinance allows a maximum of \$15 per day, city ordinance cannot supersede state law.

I propose a change to KCO 137.11 reducing the storage fees back to a maximum \$12 per day as the state mandates in ORC 4513.60.



### 137.11 MOTOR VEHICLE TOWING.

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

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

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

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

(1)	For all standard towing by sling or wheel lift truck performed within the corporate limits of the City including the release of a vehicle after it has been connected to the tow vehicle:	\$90.00
(2)	For the storage of motor vehicles, motorcycles or mopeds at a commercial tow service or at a City of Kent facility:	
	A. For less than six hours	\$10.00
	B. For each period of twenty-four hours or fraction thereof	<del>\$15.00</del> \$12.00
	C. For each period of twenty-four hours or fraction thereof stored inside a building	\$25.00
(3)	For the release of any vehicle during non-business hours when the business is closed. (Normal business hours shall be 9 a.m. to 5:00 p.m. M-F: Sat 9 a.m. to Noon)	\$40.00
(4)	For show-up at the scene of tow when no tow is required: (For show-up at scene when a different piece of equipment is necessary requiring a second response, a fuel surcharge of \$4.00 per mile may be billed for that unused equipment)	\$40.00
(5)	For any unusual situations as would justify the use of additional equipment or operations which may be needed to remove a vehicle from City streets, an additional fee may be charged as follows:	
	Flatbed truck	\$30.00
	Use of dollies	\$30.00
	Double hook-up	\$30.00
	Winching of a vehicle	\$30.00

		Plus \$2.00 per foot in excess of 30 feet
	Motorcycle tow	\$30.00
	Linkage disconnection	\$30.00
(6)	If, due to requirements at an accident scene, a tow operator is called out and stand-by time exceeds one-half hour the additional rate for each one-half hour or fraction thereof is:	\$35.00
(7)	Major recovery or salvage operations, or the tow of vehicles in excess of a three-quarter ton chassis shall be at the authorized towing company's established hourly rate of the equipment required.	
(8)	For extensive clean-up of an accident in excess of fifteen minutes duration, or for clean-up that requires compliance with special waste standards: (All such special waste clean-up will require disposal of the waste material in compliance with the current State guidelines for handling of special waste materials).	\$35.00.
(9)	Retrieval of property from an impounded vehicle: During the period that a vehicle is impounded, no items of vehicle equipment, vehicle accessories, or other items typically associated with the operation of, or attached to the vehicle, may be removed by the owner, operator or other person claiming to have custody of the vehicle. If the owner or operator of an impounded vehicle reports to the impound location, and requests the release of personal items from the vehicle during normal business hours of 9:00 a.m. to 5:00 p.m. daily, said request shall be granted without charge. If the request is for retrieval of personal items during a period that is outside the posted business hours, a fee of up to \$40.00 may be charged for providing access to the vehicle.	
(10)	If a vehicle that is impounded, or damaged in a motor vehicle accident is requested to be towed to a destination outside the City limits, a fuel surcharge of \$4.00 per mile or fraction of a mile may be charged by the towing company. A fuel surcharge of \$4.00 per mile may be charged for any in-City tows.	

(Ord. 2013-47. Passed 5-15-13.)



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: September 26, 2014  
TO: David Ruller, City Manager  
FROM: Bridget Susel, Community Development Director  
Subject: Franklin Township JEDD Appointment

A handwritten signature in black ink, appearing to read "B. Susel", is written over the "FROM:" line of the memo.

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The Ohio Revised Code (ORC) specifies the composition of the board of directors for joint economic development districts (JEDD's). The ORC requires the board to have "one member representing the owners of businesses located within the district."

The Franklin Township JEDD had an executive team member from Schneller appointed to the Board to fulfill this requirement, but that representative has transferred to another Schneller location so a replacement employer representative will need to be appointed.

Mr. Alex Feil has been named President of Schneller and has been identified as the proposed new employer representative. Mayor Fiala has recommended appointing Mr. Feil to fill the vacant "employer representative" Franklin JEDD Board position and I am respectfully requesting time at the October 1<sup>st</sup> Committee session to secure Council's formal approval of the appointment.

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

Thank you.

Cc: The Honorable Jerry Fiala, Mayor  
Linda Jordan, Clerk of Council



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: September 25, 2014  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *bed.*  
RE: Proposed CRA III Area

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The City of Kent currently has two established Community Reinvestment Areas (CRA) which allow property owners to receive tax incentives for investments made in real property improvements. The CRA program provides a direct real property tax exemption to property owners who renovate existing structures or construct new buildings. The CRA program has proven to be a valuable economic development tool that has fostered new growth and revitalization in areas of the community that previously had not experienced any significant new investment.

City staff has been in discussions in recent months with commercial interests located in the northwest quadrant of the City concerning possible capital projects that will support business expansion needs. In order to assist with facilitating investment in possible construction activities that will generate new employment opportunities, staff has evaluated the viability of establishing a third CRA in that region of the City.

The Ohio Development Services Agency (ODSA) has requirements that need to be met before a new CRA can be considered which includes the completion of a housing survey of the area and the identification of historic and deteriorated properties within the proposed area that could be improved if CRA tax incentives were to be made available.

Staff completed the preliminary ODSA requirements for establishing a third community reinvestment area and the results of the housing inventory, map of the proposed area, and the draft ordinance have been attached for review. I am respectfully requesting time at the October 1st Committee session to discuss the proposed establishment of Community Reinvestment Area III and to request Council designate the new area and authorize, with emergency, the submission of the petition for the Community Investment Area III to the Director of the Ohio Development Services Agency for formal confirmation.

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

Cc: Jim Silver, Law Director  
Linda Jordan, Clerk of Council

930 Overholt Rd., Kent, Ohio 44240 • (330) 678-8108 fax (330) 678-8030 • [www.KentOhio.org](http://www.KentOhio.org)

CRA III  
General Boundary  
Description Map

EXHIBIT B

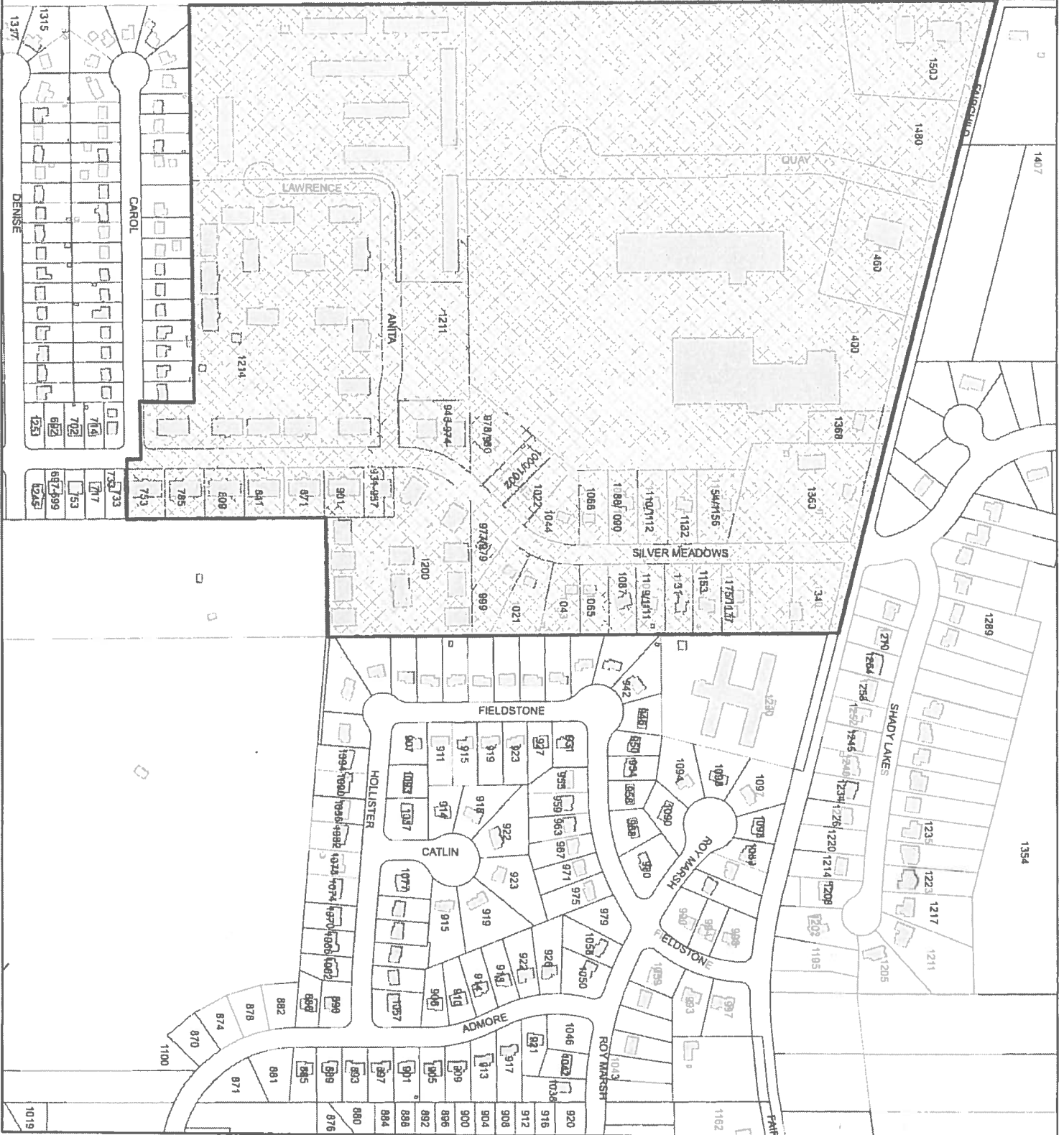


EXHIBIT A  
**Housing Survey**  
**City of Kent**  
**Community Reinvestment Area III**

**1. Purpose & Scope**

**Purpose**

The purpose of this Housing Survey is to support the creation of the City of Kent Community Reinvestment Area III (CRA III) in Kent, Ohio, which is located in Portage County. This report will provide evidence that this area “is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged”.

**Scope**

The proposed CRA III encompasses a portion of Census Tract 1603 and includes 30 residential structures encompassing 1,123 total housing units.

**2. Demographic Characteristics**

Kent is a college town located on the banks of the Cuyahoga River and is home to Kent State University. It is a largely built-out community with little remaining green space for new development, so infill activities and the rehabilitation or expansion of existing structures is the community’s development priorities. According to the Census 2008-2012 American Community Survey, the City’s population is 29,076.

**Year Structure Built**

The City as a whole has an aging housing stock with almost 85% of its structures more than 35 years old and more than half are 45 years or older. Census Tract 6013, which is the area covered by CRA III, has almost one quarter of its structures constructed prior to 1940, which is or more than 75 years old.

	2000								
	Pre-1939	1940-49	1950-59	1960-69	1970-79	1980-89	1990-94	1995-98	'99-3/00
Ohio	22.49%	8.92%	15.66%	14.31%	15.83%	9.53%	5.74%	5.76%	1.77%
Portage County	15.79%	6.49%	12.01%	16.05%	19.71%	11.48%	7.59%	8.05%	2.84%
Kent	17.93%	7.40%	12.52%	22.48%	23.84%	7.45%	4.37%	3.15%	0.86%
Census Tract 6013 (part)	22.98%	5.36%	8.10%	15.52%	33.00%	4.91%	3.49%	5.10%	1.54%

*Source U S Census Bureau*



# Housing Survey

## City of Kent

### Community Reinvestment Area III

#### Housing Tenure

Due to the Kent State University student population, the housing tenure for Kent is predominantly renter-occupied, with nearly 61% of the properties classified as rental. While the statistics for Census Tract 6013 classify the housing tenure type as predominantly owner-occupied, 100% of the residential structures located within the boundaries of CRA III are multi-family rental units.

	2010				
	Occupied Units	Owner Occupied	Owner Occupied (%)	Renter Occupied	Renter Occupied (%)
Ohio	4,603,435	3,111,054	67.58%	1,492,381	32.42%
Portage County	62,222	43,479	69.88%	18,743	30.12%
Kent	10,288	3,808	37.01%	6,480	62.99%
Census Tract 6013 (part)	2,713	1,632	60.15%	1,081	39.85%

*Source: U.S. Census Bureau*

#### Economic Characteristics

According to 2006-2014 Community Survey, almost 59% of the households in Kent are at 80% or below the area median income (AMI) which classifies them as low-to-moderate income. Of the households located within the proposed CRA III, the number of households at 80% or below the AMI is nearly 72%.

	Median Household Income	Families Below Poverty Level (Past 12 Months)
Ohio	\$47,030	11.8%
Portage County	\$51,201	10.7%
Kent	\$30,435	21.9%
Census Tract 6013 (part)	not available	not available

*Source: U.S. Census Bureau*

# Housing Survey City of Kent Community Reinvestment Area III

## 3. Example of a Structure of Historical Significance

The structure located at 1360 Fairchild Avenue, which is located within the proposed CRA III, was constructed in 1920. It is still in use today, 93 years later, and is owned by the Bread of Life Church, a Free Methodist Church in the Ohio Conference. Following the Ohio Historic Preservation Office (OHPO) guidelines, structures are evaluated for historical significance if they are "generally at least 50 years old", so the structure at 1360 Fairchild Avenue would be classified as one that meets this criterion.



1360 Fairchild Avenue (Constructed in 1920)

**Housing Survey  
City of Kent  
Community Reinvestment Area III**

**4. Examples of Structures in Need of Repair**

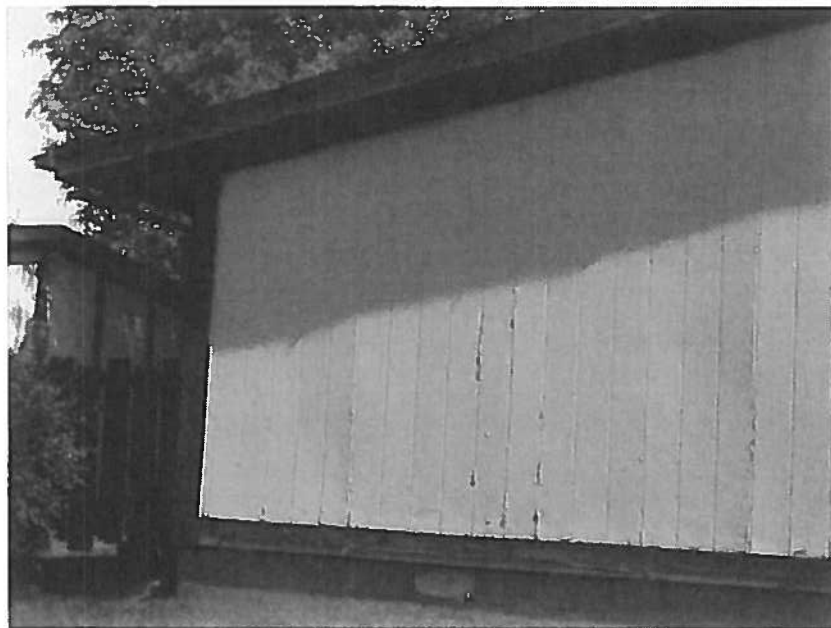


*1110 Silver Meadows Boulevard*

**Housing Survey  
City of Kent  
Community Reinvestment Area III**



*1200 Silver Meadows Boulevard, Unit #4 (Picture 1 of 2)*



*1200 Silver Meadows Boulevard, Unit #4 (Picture 2 of 2)*

**Housing Survey  
City of Kent  
Community Reinvestment Area III**



*901 Silver Meadows Boulevard*

**5. Conclusion**

Based on the demographic data contained in Sections 1 & 2 of this report, the structure of historical significance shown in Section 3, and the evidence of disrepair shown in Section 4, the area proposed as CRA III in Kent, Ohio "is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged", which meets the definition of a "community reinvestment area" as defined in Ohio Revised Code 3735.65(B).

**ORDINANCE NO. 2014- \_\_\_\_\_**

AN ORDINANCE IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF A COMMUNITY REINVESTMENT AREA IN THE CITY OF KENT, OHIO, DESIGNATING THE CITY HOUSING OFFICER TO ADMINISTER THE DUTIES REQUIRED BY OHIO REVISED CODE 3735.67 AND 3735.68 FOR THE NEW AREA, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Kent (hereinafter "Council") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City of Kent that have not enjoyed reinvestment from remodeling or new construction;

WHEREAS, a survey of housing, marked Exhibit A, a copy of which is on file in the Community Development Department, as required by Ohio Revised Code (ORC) Section 3735.66, has been prepared for the area to be included in the proposed Community Reinvestment Area III

WHEREAS, the maintenance of existing and construction of new structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area III constitutes a public purpose for which real property exemptions may be granted.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least a majority (5) of all members elected thereto concurring:

Section 1: The area designated as the City of Kent Community Reinvestment Area III constitutes an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged:

Section 2: Pursuant to ORC Section 3735.66, City of Kent Community Reinvestment Area III is hereby established in the following described area:

The district is generally defined as beginning at the southwest corner of parcel no. 17-028-00-00-017-000, extending north along the Summit/Portage County border to the centerline of Fairchild Avenue, extending east along said centerline to the northeast corner of parcel no. 17-028-00-00-026-002, extending south along the back parcel lines of the properties fronting Silver Meadows Boulevard on the east, to the southeast corner of parcel no. 17-028-10-00-098-000, extending west along the southern border of said parcel to the centerline of Silver Meadows Boulevard, extending west from said centerline point to the southwest corner of parcel no. 17-028-00-00-008-000, extending north along back line of said parcel to southern line of same parcel, extending west along the back parcel lines of the properties fronting Carol Drive on the north, to



the origination point of the district.

The Community Reinvestment Area is approximately depicted as the crosshatched area on the map attached to this Ordinance, marked Exhibit B, and by this reference incorporated herein.

Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated Community Reinvestment Area will be eligible for exemptions under this Program.

Section 3: All properties identified as being within the designated Community Reinvestment Area depicted in Exhibit B, the "General Boundary Description Map," are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area. As part of the project, the City of Kent may undertake supporting public improvements in the designated area.

Section 4: Within the Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3765.67. The results of the negotiation, as approved by this Council, will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods. Residential applications shall be filed with the Housing Officer no later than six (6) months after the completion of construction.

- (a) An abatement of up to 75% for a term of five (5) years, for the remodeling of residential dwelling units and upon which the cost of remodeling is at least \$2,500, as described in ORC Section 3735.67.
- (b) An abatement of up to 75% for a term of up to twelve (12) years for existing commercial and industrial facilities which shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring.
- (c) An abatement of up to 75% for a term of up to twelve (12) years for new commercial or industrial facilities, which shall be negotiated on a case-by-case basis in advance of construction occurring. For those projects involving the construction of three (3) or more new residential units, the agreement is subject to prior approval by the Board of Education.

For the purposes of the above described Community Reinvestment Area III, structures exclusively used for residential purposes and composed of four (4) and fewer units shall be classified as residential structures.

If remodeling qualifies for an exemption, during the period of the exemption, the exempted

percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

Section 5: All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672 (C).

Section 6: To administer and implement the provisions of this Ordinance, the City of Kent Director of Community Development, is designated as the Housing Officer as described in Sections 3735.65 through 3735.70.

Section 7: That a “Community Reinvestment Area Housing Council” has been created, consisting of two members appointed by the Mayor of the City of Kent, two members appointed by the Council of the City of Kent and one member appointed by the Planning Commission of the City of Kent. The majority of the members shall then appoint two additional members who shall be residents within the areas. Terms of the members of the Community Reinvestment Area Housing Council shall be for three years. An unexpired term resulting from a vacancy shall be filled in the same manner as the initial appointment was made.

A Tax Incentive Review Council shall be established pursuant to ORC Section 5709.85 and shall consist of three representatives appointed by the Board of County Commissioners, two representatives of the City of Kent, appointed by the City Manager, with Council concurrence, the County Auditor or designee and a representative of each affected Board of Education. At least two members must be residents of the City of Kent. The Tax Incentive Review Council shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the ORC and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

Section 8: That the Kent City Council reserves the right to re-evaluate the designation of the City of Kent Community Reinvestment Area III after December 31, 2024 at which time the Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

Section 9: The Community Reinvestment Area Housing Council shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the ORC. The Community Reinvestment Area Housing Council shall also hear appeals under Section 3735.70 of the ORC.

Section 10: The City Manager of the City of Kent is hereby directed and authorized to petition the Director of the Ohio Development Services Agency to confirm the findings contained within this Ordinance.

Section 11: That the Kent City Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the ORC.

Section 12: That this Ordinance shall take effect and be in force from and after the earliest date allowed by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: September 25, 2014  
TO: David Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *BS*  
Subject: Loan Review Board (Loan Administration Board) Appointments

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The City's Loan Review Board is responsible for reviewing loan applications from qualified businesses seeking Economic Development Administration (EDA) funding to assist with needed commercial start-up or production expansion costs. The 1989 program guidelines designated the creation of the five (5) member Board and specified that it consist of:

- a.) Three (3) experienced commercial loan officers from different local banks;
- b.) One (1) local realtor who has knowledge of the commercial real estate market;
- c.) One (1) local attorney.

These same program guidelines specified the names of the initial five (5) Board members, but three (3) of those members are no longer on the Board so currently there is two vacancies for the "commercial loan officer" designation and a vacancy for the "local attorney" representative. Carol Crimi, with KSU Student Legal Services, has been participating on the Board as the "local attorney" member, but it was recently noted that her appointment to the Board had not been formally authorized by Council.

I am requesting time at the October 1<sup>st</sup> Committee session in order to request that Council consider formally appointing Ms. Crimi to the Loan Review Board. In addition to the appointment of Ms. Crimi, the Community Development staff is requesting that Council consider establishing a staggered term structure for the Board and modifying the more specific classification of "commercial loan officers" to read "loan officers" in order to expand the number of representatives that will be eligible to participate on the Board.

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

Cc: Jim Silver, Law Director  
Linda Jordan, Clerk of Council



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: September 25, 2014  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *had.*  
RE: On-Street Single Space Metered Parking System

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In January of this year, the administration was authorized by Council to issue bid documents and award a contract for the installation of a single space smart meter parking system. The primary objective for transitioning some of the downtown on-street parking to a paid parking system is to encourage greater turnover of the vehicles parking on the street in areas of the downtown that tend to have higher concentrations of retail and service-oriented establishments.

The methodology currently used to monitor parking compliance had been effective in the years preceding the redevelopment of the City's downtown, but since the completion of the revitalization effort, the downtown attracts a high volume of visitors throughout the week and the current system lacks the technology needed to ensure compliance with the City's short term parking requirements. The single space smart meters will be installed at approximately 225 on-street parking locations throughout the central business district and will provide "real time" electronic status reports at all metered locations which will allow for more efficient and effective monitoring and enforcement in the downtown short-term parking areas.

Although the administration had received Council authorization to proceed with securing a vendor for the meters and to appropriate the needed funding, the requirements for implementation of the system have not yet been formalized. The Parking Action Committee (PAC) met on September 19, 2014 and formally approved recommendations for consideration by Council regarding implementing the metered parking program. I am respectfully requesting time at the September 25, 2014 Committee session to present and discuss the Parking Action Committee's proposed recommendations and to request Council amend Section 353 of the Kent Codified Ordinances to allow for the implementation and ongoing operation of an on-street metered parking system.

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

Cc: Jim Silver, Law Director  
Linda Jordan, Clerk of Council  
Gene Roberts, Service Director  
Jim Bowling, City Engineer  
Michelle Lee, Police Chief  
David Coffee, Budget & Finance Director

930 Overholt Rd., Kent, Ohio 44240 • (330) 678-8108 fax (330) 678-8030 •

[www.KentOhio.org](http://www.KentOhio.org)



**DAVID SOMMERS & ASSOCIATES, LLC**  
**ARCHITECTURE • PLANNING • INTERIORS**

September 19, 2014

Dave Ruller, City Manager  
215 East Summit Street  
Kent, Ohio 44240

RE: Kent Police Station – Design Process Update

Dear Dave;

The design process for the new Kent Police Station has progressed to a level that we believe an update to City Council would be of benefit in continuing moving the design further along. We understand that the council meets on October 1<sup>st</sup> and, if possible, we would like have the update on the agenda.

The update will focus on three specific aspects of the design process that have been completed to date and the next steps moving forward.

First, the Pre-Design Programming of the building that was developed will be reviewed. This generally will consist of the required spaces/rooms of the new building and their relationships to one another.

Second, we will discuss the numerous studies that were completed with regards to Site Impacts on the development and layout of the site. This will include numerous Site Impact items that were studied including:

- Emergency Egress
- Topography
- Solar Path
- Utilities
- Surrounding Building Density
- Surround Building Heights
- Overlay District
- LEED
- Kent Bicentennial Plan
- Surrounding Stake Holders
- Pedestrian Access
- Vehicular Access
- Surrounding Noise Levels
- Density of Surrounding Vehicular Traffic
- Existing Utilities
- Views of and from the Site

*Giving Shape to Your Vision*



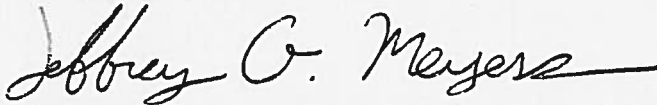
- Wind Path
- Kent Zoning Requirements

The final aspect that will be discussed in detail is the combination of the Pre-Design Programming and the Site Impact Studies. This combination creates the initial schematic floor plan, building size, building footprint and location, and finally the functionality of the site.

The update will finish by describing the next steps of the process including building massing and elevation studies.

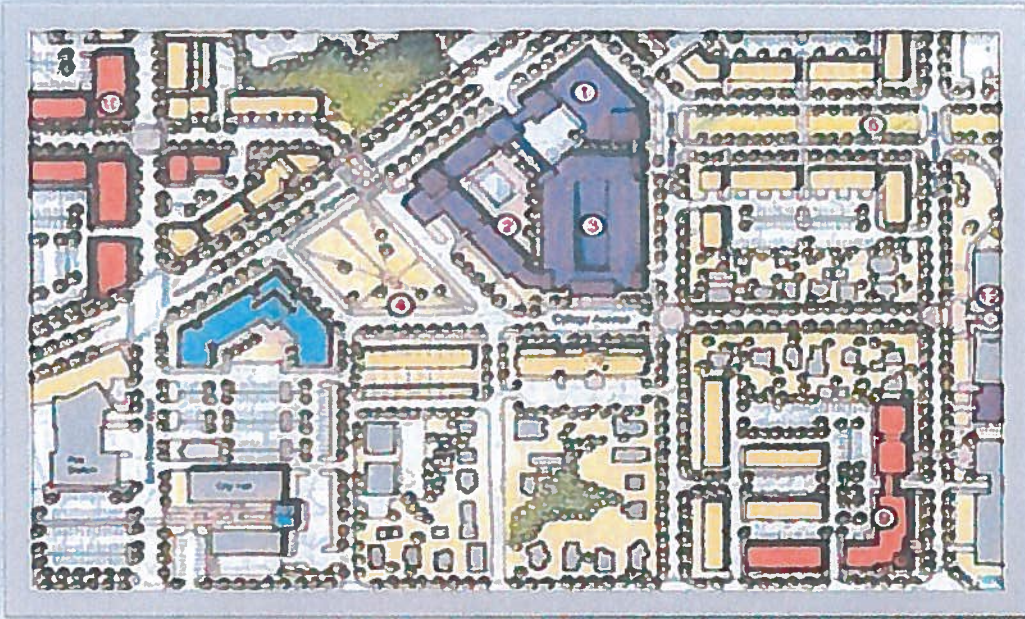
I anticipate this update to last between 30 and 45 minutes depending on questions from council.

Truly yours,

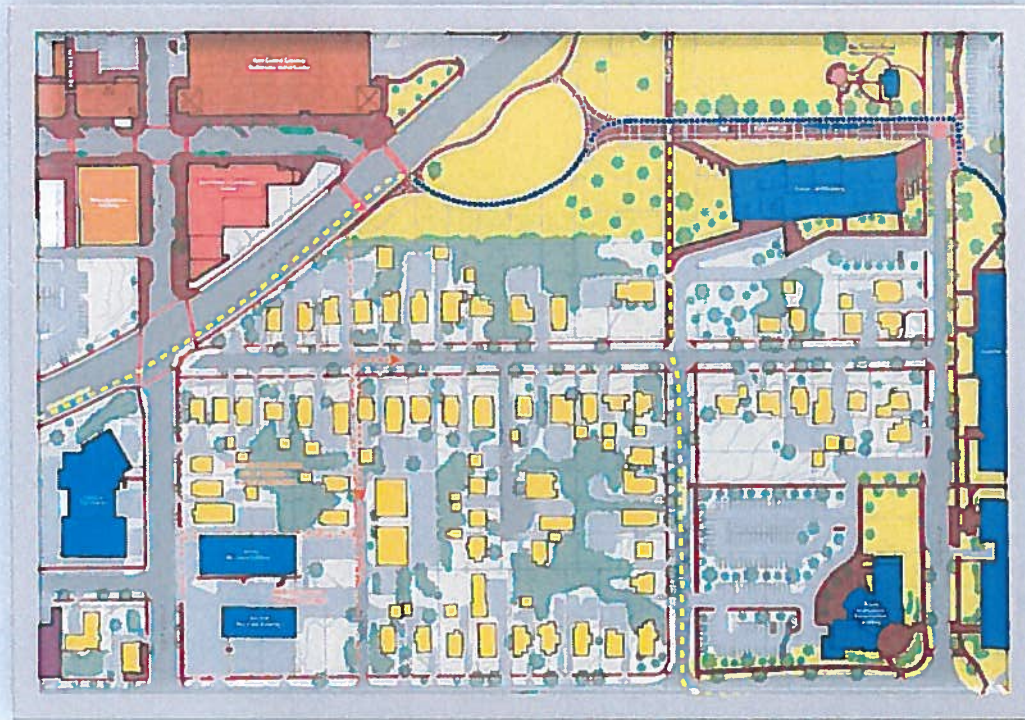
A handwritten signature in black ink that reads "Jeffrey G. Meyers". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Jeffrey G. Meyers, AIA, NCARB, LEED AP BD+C  
Principal Architect

# Campus Link Area Update: Approved Plan and Current Development Status



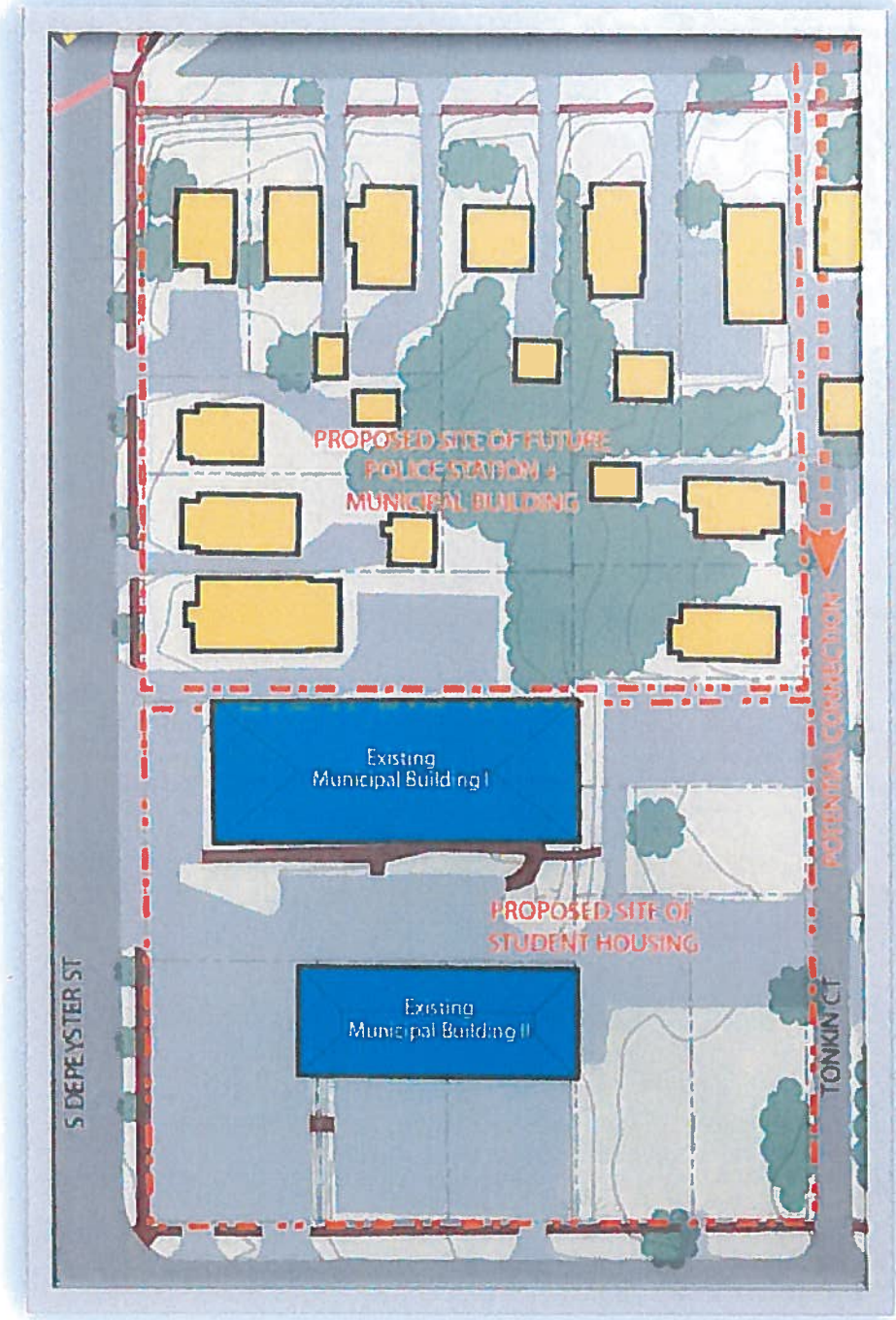
2005 Approved Concept Plan



2014 Update



# Possible Municipal Property Land Sale, 2014



# newbrook

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## PARTNERS

July 28, 2014

Dave Rueller, City Manager  
Jim Silver, Law Director  
City of Kent  
215 E. Summit Street  
Kent, OH 44240

This letter represents our formal intent to purchase the below captioned properties (the "Property") including the land and improvements on the following terms and conditions:

Property: City Administration Buildings:  
215 E. Summit Street  
325 S. Depeyster Street; Kent, OH

Purchaser: GMS Acquisitions LLC (or assignee)

Seller: City of Kent

Price: \$1,400,000

Earnest Money: \$10,000 to be deposited into an escrow account by Purchaser within five (5) business days after the execution of a formal Purchase and Sale Agreement. Earnest Money will be held with Old Republic Title Company in Cleveland, OH. The earnest money deposit shall be credited to the purchase upon the close of Escrow.


Due Diligence: Purchaser shall have a (180) calendar day due diligence period from the time of the execution of a formal Purchase and Sale Agreement to complete due diligence. The total deposit of \$10,000 shall be deemed non-refundable and applicable to the Purchase Price after expiration of the due diligence except in the event of Seller default. Due diligence to include but not limited to obtaining site plan approval for proposed development of Property.

- Documentation: Seller shall provide all documentation available within three (3) days of execution of contract. Documents include but not limited to environmental reports, survey, title, easement agreements, lease agreements and any other documents in relation to the building and site.
- Closing: Option 1:  
Upon Seller vacating premises; Purchaser will close on the acquisition of the Property within 60 days.
- Option 2:  
Purchaser shall acquire the Property within 60 days of expiration of Due Diligence period. Purchaser will allow Seller to occupy the Property upon the execution of a lease with the following terms:
- Lease Term: 5 years (tenant may terminate lease at any time upon delivering fully vacated Property to Purchaser).
  - Monthly Rent: \$14,000
  - Expenses: Seller responsible for all operating expenses including but not limited to real estate taxes, electric, gas, water/sewer, landscaping, snow removal and property insurance (with Purchaser named as additional insured).
- Contract: Purchaser to provide draft contract within 10 business days of receipt of this fully executed Letter of Intent.
- Confidentiality: The terms of this Letter of Interest and the parties' discussions and exchanged written materials relating to the Property (the "Confidential Information") are confidential. The Confidential Information shall include, without limitation, (a) Sale Price, (b) Due Diligence Period, (c) Closing Date and (d) the scope of the Entitlements that will be requested.

This letter of intent is not intended to create a binding agreement on the Seller to sell or the Purchaser to buy. The purpose of this letter is to set forth the primary terms and conditions upon which to execute a formal Purchase and Sale Agreement. All other terms and conditions shall be negotiated in the formal Purchase and Sale Agreement.

Sincerely yours,

**PURCHASER:**



\_\_\_\_\_  
Mark Conzelmann, Member

Date: 7/28/14

Agreed and accepted:

**SELLER:**

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

cc: Guy Totino





# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: September 25, 2014  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director  
RE: Go2Go New Lease

A handwritten signature in black ink, appearing to read 'B.Susel', is written over the 'FROM:' line of the header.

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The five-year commercial property lease for Go2Go Elite Transportation has expired effective September 16, 2014. The company is no longer eligible for the subsidized rental rates offered to new small businesses operating at the City's Summit Street Small Business Development Center (SBDC) location. The approved SBDC program policies do allow, in certain instances, for a business to continue to occupy leased space, but at the fair market rate (FMR) of \$9.00 per square foot for a period of up to one (1) year.

A letter was sent to Mr. Doron Kutash, owner of Go2Go Elite Transportation, notifying him of the expiration date of his current lease and offering him the option to enter into a new lease for the space at the fair market rental rate for a period of six (6) months, with the option to continue the lease on a month-to-month basis for an additional six (6) months. Mr. Kutash expressed an interest in entering into the new lease so I am respectfully requesting time at the October 1, 2014 Committee session to discussion the terms of the new lease with Council and to request authorization, with emergency, for the City to execute the new lease agreement with Go2Go Elite Transportation.

I have attached a copy of the proposed lease for review prior to the Committee session. If you need any additional information in order to place this item on the agenda, please let me know.

Thank you.

Cc: Jim Silver, Law Director  
Linda Jordan, Clerk of Council

## **COMMERCIAL PROPERTY LEASE**

THIS LEASE is made between the CITY OF KENT, Ohio as "Lessor", and DORON KUTASH, dba Go2Go Elite Transportation as "Lessee."

### **SECTION I** **Description of Leased Premises**

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the 880 square foot of space as presently constituted known as 205 East Summit Street, (Suite C) referred to below as "the premises" in the City of Kent, Portage County, State of Ohio, referred to below as the building.

### **SECTION II** **Term**

The space is leased for a term beginning on September 17, 2014 and to end March 16, 2015, or on an earlier time and date as this lease may terminate as provided below, except that, if the date falls on a Sunday or a holiday, then this lease shall end at midnight on the business day which precedes the above-mentioned date. By agreement of the parties, the lease may be extended on a month-to-month basis, but not to exceed beyond September 16, 2015. In addition, this lease may be terminated at any time by agreement of the parties with a sixty (60) day notice period.

### **SECTION III** **Rent**

The total rent for:

1. October 17, 2014 through April 16, 2015 (six-month period) is the sum of \$3,960.00, which is payable in six (6) equal monthly \$660.00 installments, in advance, on the 16th day of each calendar month during the term, beginning September 2014. Rent calculation of \$9.00 fair market rate (FMR) x 880 s.f.= \$7,920 annual, divided by twelve (12) months, monthly rate of \$660.00.
2. If lease extended on a month-to-month basis, not to exceed beyond October 16, 2015, rent due and payable by the 16<sup>th</sup> of each month will be \$660.00.

### **SECTION IV** **Use and Occupancy**

Lessee agrees to use and occupy the premises for a taxi/transportation services delivery and for no other purpose. Lessor represents that the premises may lawfully be used for the stated purpose.

**SECTION V**  
**Place for Payment of Rent**

Lessee shall pay rent, and any additional rent as provided below, to Lessor at Jack Kohl Realty, 200 East Summit Street, Kent, Ohio 44240. Lessor may designate in writing another location for payment of rent, without demand and without counterclaim, deduction, or setoff.

**SECTION VI**  
**Care and Repair of Premises**

Lessee shall not commit any act of waste and shall take good care of the premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessor shall make all necessary repairs to the premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees. All improvements made by Lessee to the premises which are attached to the premises so that they cannot be removed without material injury to the premises, shall become the property of Lessor upon installation.

Not later than the last day of the term Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which are not the property of Lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of the removal. Lessor may have any property left on the premises stored at Lessee's risk and expense.

Lessor shall be responsible for snow removal from the parking lot and sidewalks.

**SECTION VII**  
**Alterations, Additions or Improvements**

Lessee shall not, without first obtaining the written consent of Lessor (by and through the City Service Director), make any alterations, additions or improvements in, to or about the premises.

The premises shall be returned to their original conditions (as of May 23, 2007) by Lessee when they vacate the premises.

Lessor agrees to address the following matters: NONE

**SECTION VIII**

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**Prohibition Against Activities Increasing Fire Insurance Rates**

Lessee shall not do or permit any activity on the premises, which will cause an increase in the rate of fire insurance on the building.

**SECTION IX**  
**Disposal of Waste or Refuse Matter**

Lessee shall not permit the disposal of waste or refuse matter on the leased premises or anywhere in or near the building.

Lessee agrees to pay for trash service for the premises leased. Lessee shall comply with any recycling rules, regulations and ordinances imposed. Lessor may charge Lessee for inappropriate disposal of trash.

**SECTION X**  
**Abandonment**

Lessee shall not, without first obtaining the written consent of the Lessor, abandon the premises, or allow the premises to become vacant or deserted.

**SECTION XI**  
**Assignment of Sublease**

Lessee shall not, without first obtaining the written consent of the Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises. This covenant shall be binding upon the legal representatives of Lessee, and upon every person to whom Lessee's interest under this lease passes by operation of law, but shall not apply to an assignment or subletting to the parent or subsidiary of a corporate Lessee or to a transfer of the leasehold interest occasioned by a consolidation or merger involving Lessee.

**SECTION XII**  
**Compliance with Rules and Regulations**

Lessee shall observe and comply with any rules and regulations which may exist, which are made part of this agreement, and with any further reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the safety, care, and cleanliness of the building and the comfort, quiet, and convenience of other occupants of the building.

**SECTION XIII**  
**Heat**

Lessee agrees to pay for the heating of the premises leased.

**SECTION XIV**  
**Water**

Lessee agrees to pay \$25.77 per month to Lessor for water and sewer charges for the premises leased. This payment is due at the same time as the rent payment.

**SECTION XV**

**Electricity**

Lessee agrees to pay for electricity charges of the premises leased.

**SECTION XVI**

**Damages to Building**

If the building is damaged by fire or any other cause to the extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed forty (40) percent of the replacement value of the building, exclusive of foundations, just prior to the occurrence of the damage, then Lessor may, no later than the 15th day following the damage, give Lessee a notice of election to terminate this lease, or if the cost of restoration will equal or exceed forty (40) percent of the replacement value and if the premises are not reasonably usable for the purposes for which they are leased under this agreement, then Lessee may, no later than the 15th day following the damage, give Lessor a notice of election to terminate this lease. In event of either election this lease shall terminate on the third day after Lessor gives notice to Lessee, and Lessee shall surrender possession of the premises within a reasonable time, and the rent, and any additional rent, shall be apportioned as of the date of the surrender and any rent paid for any period beyond that date shall be repaid to tenant.

In any case in which use of the premises is affected by any damage to the building, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the premises are not reasonably usable for the purpose for which they are leased under this agreement. The words "restoration" and "restore" as used in this Section XVI include repairs. If the damage results from the fault of the Lessee, or Lessee's agents, servants, visitors, or licensees, Lessee shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of the rent.

**SECTION XVII**

**Waivers of Subrogation**

Notwithstanding the provisions of Section VI of this lease, in any event of loss or damage to the building, the premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all insured claims against the other party.

**SECTION XVIII**

**Eminent Domain**

If the cost of restoration as estimated by Lessor amounts to less than forty (40) percent of the

replacement value of the building, or if, despite the cost, Lessor does not elect to terminate this lease, Lessor shall restore the building and the premises with reasonable promptness, subject to delays beyond Lessor's control and delays in the making of insurance adjustments between Lessor and its insurance carrier, and Lessee shall have no right to terminate this lease except as provided in this agreement. Lessor need not restore fixture and improvements owned by tenant.

If the premises or any part of the premises or any estate in the premises, or any other part of the building materially affecting Lessee's use of the premises, is taken by eminent domain, this lease shall terminate on the date when title vests pursuant to the taking. The rent, and any additional rent, shall be apportioned as of the termination date and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for the taking or any payment in lieu of payment, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

#### **SECTION XIX** **Lessor's Remedies on Default**

If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions of this agreement, Lessor may give Lessee notice of the default. If Lessee does not cure any rent, or additional rent, default within thirty (30) days, or other default within thirty (30) days, after notice is given or if the other default is of a nature that it cannot be completely cured within that period, Lessee does not commence curing within thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure the default, then Lessor may terminate this lease on not less than three (3) days' notice to Lessee. On the date specified in the notice the term of this lease shall terminate and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as provided in Section XX. If this lease is terminated by Lessor, Lessor may at any time after termination resume possession of the premises by any lawful means and remove Lessee or other occupants and its or their effect.

#### **SECTION XX** **Deficiency**

In any case where Lessor has recovered possession of the premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the premises or cause the premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the premises or any part of the premises as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, at Lessor's option, and receive the rent as agreed under the lease. Any rent received shall be applied first to the payment of expenses Lessor may incur in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting, and reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent under this agreement and to the cost and expenses of performance of the other covenants of Lessee as provided in this agreement. Lessee agrees, in the above described circumstances, whether or not Lessor has relet, to pay to Lessor damages equal to the rent and other sums agreed to, less the net proceeds of the

reletting. The damages shall be payable by Lessee on the several rent days above specified. In reletting the premises, Lessor may grant rent concessions, and Lessee shall not be credited with the concessions. No reletting shall constitute a surrender and acceptance or be deemed evidence of a surrender and acceptance. If Lessor elects, pursuant to this agreement, actually to occupy and use the premises or any part of the premises during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or damages as defined in this agreement, during the period of Lessor's occupancy, the reasonable value of the occupancy, not to exceed in any event the rent reserved and the occupancy shall not be construed as a relief of Lessee's liability under this agreement.

Lessee waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or later in force. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

#### **SECTION XXI**

##### **Effect of Failure to Insist on Strict Compliance with Conditions**

The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained in this agreement, shall not be construed as a waiver of the covenant, condition, or option in any other instance. This lease cannot be changed or terminated orally.

#### **SECTION XXII**

##### **Collection of Rent from any Occupant**

If the premises are sublet or occupied by anyone other than Lessee and Lessee is in default under this agreement, or if this lease is assigned by Lessee, Lessor may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent reserved. The collection shall not be deemed a waiver of the covenant against assignment and subletting, or on acceptance of the assignee, subtenant, or occupant as lessee, or a release of Lessee from further performance of the covenants contained in this agreement.

#### **SECTION XXIII**

##### **Subordination of Lease**

This lease shall be subject and subordinate to all underlying leases and to mortgages and trust deeds which now or subsequently affect the leases or the real property of which the premises form a part, and also to all renewals, modifications, consolidations, and replacement of the underlying leases and the mortgages and trust deeds. Although no instrument or act on the part of Lessee shall be necessary to effectuate the subordination, Lessee will, nevertheless, execute and deliver instruments confirming the subordination of this lease as may be desired by the holders of the mortgages and trust deeds or by any of the Lessors under the underlying leases. Lessee agrees to appoint Lessor attorney in fact, irrevocably, to execute and deliver any of the above described instrument for Lessee. If any underlying lease to which this lease is subject terminates, Lessee shall, on timely request, attorn to the owner of the reversion.



**SECTION XXIV**  
**Security Deposit**

Lessee agrees to deposit with Lessor upon signing of this lease the sum of \$220.00 as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as provided in this agreement. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall upon demand deposit with Lessor the amount applied so that Lessor shall have the full deposit on hand at all times during the term of this lease. Lessee's deposit will be returned at upon termination of the lease if the premises are returned in acceptable condition.

**SECTION XXV**  
**Lessor's Right To Cure Lessee's Breach**

If Lessee breaches any covenant or condition of this lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure the breach at the expense of Lessee. The reasonable amount of all expenses, including attorneys' fees, incurred by Lessor in curing the breach, whether paid by Lessor or not, shall be deemed additional rent payable on demand.

**SECTION XXVI**  
**Mechanics Lien**

Lessee shall within fifteen (15) days after notice from Lessor discharge any mechanics liens for materials or labor claimed to have been furnished to the premises on Lessee's behalf.

**SECTION XXVII**  
**Notices**

Any notice by either party to the other shall be in writing and shall be deemed proper only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope; if to Lessee, at the above described building (205 East Summit Street, Kent, Ohio 44240); if to Lessor, at 215 E. Summit Street, Kent, Ohio 44240; or, to either, at another address as Lessee or Lessor, respectively, may designate in writing. Notice shall be deemed properly given, if delivered personally, upon delivery, and if mailed, upon the third day after mailing.

**SECTION XXVIII**  
**Lessor's Right To Inspection, Repair, and Maintenance**

Lessor may enter the premises at any reasonable time, upon adequate notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or to make repairs, replacements, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of entry for these purposes except as provided in Section XXXIII of this agreement.

The Lessee agrees to meet with Community Development Department and other City staff on

an annual basis to assess the Lessee's progress towards growth strategies and attainment of goals that were agreed to during the original application process.

**SECTION XXIX**  
**Interruption of Services or Use**

Interruption or curtailment of any service maintained in the building, if caused by strikes, mechanical difficulties, or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless Lessor fails to take such measures as may be reasonable in the circumstances to restore the service without delay. If the premises are rendered untenantable in whole or part, for a period of fifteen (15) business days, due to repairs, replacements, or additions, other than those made with Lessee's consent or caused by misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenantability.

**SECTION XXX**  
**Conditions of Lessor's Liability**

Lessee may not claim a constructive eviction from the premises unless Lessee has first notified Lessor in writing of the condition or conditions giving rise to the eviction, and, if the complaints are justified, unless Lessor fails within a reasonable time after receipt of notice to remedy the conditions.

**SECTION XXXI**  
**Lessor's Right To Show Premises**

Lessor may show the premises to prospective purchasers and mortgagees and, during the six (6) months prior to termination of this lease, to prospective tenants, during business hours upon reasonable notice to Lessee.

**SECTION XXXII**  
**Effect of Other Representations**

No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this agreement or in some future writing signed by the party making the representations or promises.

**SECTION XXXIII**  
**Peaceful Enjoyment**

Lessor covenants that if, and for as long as Lessee pays the rent, and any additional rent as provided in this agreement, and performs the covenants of this lease, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term mentioned, subject to the provisions of this lease.

**SECTION XXXIV**  
**Lessee's Certification as to Force and Effect of Lease**

Lessee shall, from time to time, upon not less than five (5) days' prior written request by Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the lease is unmodified and in full force and effect, or that the lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Lessee's knowledge Lessor is in default under this lease and, if so, specifying the nature of the default. It is intended that any statement delivered according to this Section may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the building.

**SECTION XXXV**  
**Waiver of Jury Trial**

To the extent permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this lease or the premises.

**SECTION XXXVI**  
**Section Headings**

The section headings in this lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

**SECTION XXXVII**  
**Binding Effect on Successors and Assigns**

The provisions of this lease shall apply to, bind, and inure to the benefit of Lessor and Lessee and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this lease means only the owner, a mortgagee in possession, or a term Lessee of the building, so that in the event of any sale of the building or of any lease of the building, or if a mortgagee takes possession of the premises, the Lessor named in this agreement shall be entirely freed and relieved of all covenants and obligations of Lessor subsequently accruing under this agreement. The purchaser, the term Lessee of the building, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the Lessor under this agreement.

**SECTION XXXVIII**  
**Insurance**

1. Lessee shall protect, save harmless and indemnify Lessor against and from (i) any penalties, damages, charges or costs (including reasonable attorneys fees) imposed or resulting from any violation of any law, order of governmental agency or ordinance by Lessee, (ii) all claims, losses, costs, damages or expenses (including reasonable attorneys' fees) arising out of or from Lessee's

occupancy of the Premises, and (iii) any and all losses, costs, damages or expenses (including reasonable attorneys' fees) arising out of any failure of Lessee in any material respect to comply with or perform all of the requirements and provisions of this Lease.

2. Lessee shall, at Lessee's cost and expense, procure and continue in force, in the name of Lessor, Lessor's mortgagee(s) and Lessee, as their interests may appear, general liability insurance coverage against injuries to persons and property occurring in, or upon the Premises, during the term of this Lease, such insurance at all times to be in a single limit amount of not less than \$500,000 per incident and One Million Dollars (\$1,000,000) in the aggregate. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of Ohio, and there shall be delivered to Lessor customary insurance certification evidencing such insurance and copies of the policies. Such insurance shall further provide that the same may not be cancelled, terminated or modified unless the insurer gives Lessor at least fifteen (15) days' prior written notice thereof.

3. Lessor, at Lessor's expense, shall maintain special form or "All-Risk" property insurance insuring the Premises and other improvements on the land but not Lessee's contents or personal property located on the Premises.

**SECTION XXXIX**  
**Waiver of Relocation Benefits**

The below signed Lessees of the property located at 205 East Summit Street, Kent Ohio, hereby acknowledge and agree that each, jointly and severally, is a tenant in the described premises for a six month (6) term pursuant to this lease of even date herewith with the City of Kent as the owner and Lessor of the premises.

The below signed further acknowledge that either party may terminate the written lease upon giving the other the requisite notice provided for in the lease.

Upon receipt of such notice, the below signed agree to vacate the premises in accordance with the terms of the lease without any compensation due the below signed from the Lessor for exercising its rights under the lease.

The below signed hereby waive and release Lessor from having to pay to the below signed, their successors, administrators and assigns, any relocation benefit or payments in the event Lessor, City of Kent, exercises its rights under the terms of the lease to terminate the lease for any reason, with or without cause.

**DORON KUTASH, dba**  
Go2Go ELITE TRANSPORTATION

**CITY OF KENT, OHIO**

By: \_\_\_\_\_  
Doron Kutash

By: \_\_\_\_\_  
David Ruller, City Manager

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James R. Silver, Law Director

**City of Kent  
Income Tax Division**

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**August 31, 2014  
Income Tax Receipts Comparison - ( Excluding 0.25% Police Facility Receipts )**

**Monthly Receipts**

Total receipts for the month of August, 2014	\$997,630
Total receipts for the month of August, 2013	\$989,007
Total receipts for the month of August, 2012	\$942,880

**Year-to-date Receipts and Percent of Total Annual Receipts Collected**

	<u>Year-to-date Actual</u>	<u>Percent of Annual</u>
Total receipts January 1 through August 31, 2014	\$8,620,460	69.52%
Total receipts January 1 through August 31, 2013	\$8,173,641	65.93%
Total receipts January 1 through August 31, 2012	\$7,783,295	64.52%

**Year-to-date Receipts Through August 31, 2014 - Budget vs. Actual**

<u>Year</u>	<u>Annual Budgeted Receipts</u>	<u>Revised Budgeted Receipts</u>	<u>Year-to-date Actual Receipts</u>	<u>Percent Collected</u>	<u>Percent Remaining</u>
2014	\$ 12,400,000	\$ 12,400,000	\$ 8,620,460	69.52%	30.48%

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

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change From Prior Year</u>
2006	\$ 10,151,202	-0.36%
2007	\$ 10,540,992	3.84%
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%
2011	\$ 10,711,766	2.48%
2012	\$ 12,063,299	12.62%
2013	\$ 12,397,812	2.77%

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

**2014 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts**  
**(Excluding 0.25% Police Facility Receipts)**  
**as of Month Ended August 31, 2014**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,085,253	\$ 897,977	\$ 935,222	\$ 37,245	4.15%
February	806,227	919,060	992,427	73,367	7.98%
March	860,826	988,906	1,027,737	38,831	3.93%
April	1,239,488	1,330,732	1,393,884	63,152	4.75%
May	972,050	1,021,364	1,029,906	8,542	0.84%
June	915,138	1,059,172	1,170,257	111,085	10.49%
July	961,433	967,424	1,073,397	105,973	10.95%
August	942,880	989,007	997,630	8,623	0.87%
September	980,892	1,205,984			
October	1,076,141	1,038,755			
November	890,325	1,042,418			
December	1,332,645	937,014			
Totals	\$ 12,063,299	\$ 12,397,812	\$ 8,620,460		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,085,253	\$ 897,977	\$ 935,222	\$ 37,245	4.15%
February	1,891,480	1,817,036	1,927,649	110,613	6.09%
March	2,752,306	2,805,942	2,955,386	149,444	5.33%
April	3,991,794	4,136,674	4,349,270	212,596	5.14%
May	4,963,844	5,158,038	5,379,176	221,138	4.29%
June	5,878,982	6,217,210	6,549,433	332,223	5.34%
July	6,840,415	7,184,634	7,622,830	438,196	6.10%
August	7,783,295	8,173,641	8,620,460	446,819	5.47%
September	8,764,187	9,379,625			
October	9,840,328	10,418,380			
November	10,730,653	11,460,798			
December	12,063,299	12,397,812			
Totals	\$ 12,063,299	\$ 12,397,812			

**2014 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**(Excluding 0.25% Police Facility Receipts)**  
**as of Month Ended August 31, 2014**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 403,606	\$ 383,688	\$ 397,519	\$ 13,832	3.60%
February	335,895	353,861	361,700	7,839	2.22%
March	360,114	384,674	404,469	19,795	5.15%
April	362,957	396,905	412,661	15,757	3.97%
May	360,026	379,202	396,992	17,790	4.69%
June	362,330	413,558	425,614	12,057	2.92%
July	379,316	359,357	374,686	15,329	4.27%
August	359,550	375,619	389,902	14,283	3.80%
September	328,283	321,941			
October	376,474	392,945			
November	384,179	399,939			
December	423,935	441,408			
<b>Totals</b>	<b>\$ 4,436,666</b>	<b>\$ 4,603,095</b>	<b>\$ 3,163,545</b>		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 403,606	\$ 383,688	\$ 397,519	\$ 13,832	3.60%
February	739,501	737,549	759,219	21,671	2.94%
March	1,099,615	1,122,223	1,163,689	41,466	3.69%
April	1,462,573	1,519,127	1,576,350	57,223	3.77%
May	1,822,598	1,898,329	1,973,342	75,013	3.95%
June	2,184,929	2,311,886	2,398,956	87,070	3.77%
July	2,564,245	2,671,244	2,773,643	102,399	3.83%
August	2,923,795	3,046,863	3,163,545	116,682	3.83%
September	3,252,078	3,368,804			
October	3,628,552	3,761,748			
November	4,012,731	4,161,688			
December	4,436,666	4,603,095			
<b>Totals</b>	<b>\$ 4,436,666</b>	<b>\$ 4,603,095</b>			



**2014 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**(Excluding 0.25% Police Facility Receipts)**

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

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change</u>
2006	\$ 3,542,080	2.59%
2007	\$ 3,707,931	4.68%
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%
2012	\$ 4,436,666	4.48%
2013	\$ 4,603,095	3.75%

**2014 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts**  
**Police Facility Dedicated Income Tax Receipts - 1/9 of Total ( 0.25% )**  
**as of Month Ended August 31, 2014**

**Monthly Receipts**

Month	2012	2013	2014
January	N/A	N/A	\$ 116,890
February	N/A	N/A	124,039
March	N/A	N/A	128,453
April	N/A	N/A	174,216
May	N/A	N/A	128,723
June	N/A	N/A	146,266
July	N/A	N/A	134,159
August	N/A	N/A	124,690
September			
October			
November			
December			
Totals	\$ -	\$ -	\$ 1,077,435

**Year-to-Date Receipts**

Month	2012	2013	2014
January	N/A	N/A	\$ 116,890
February	N/A	N/A	240,929
March	N/A	N/A	369,382
April	N/A	N/A	543,598
May	N/A	N/A	672,321
June	N/A	N/A	818,586
July	N/A	N/A	952,745
August			1,077,435
September			
October			
November			
December			
Totals	\$ -	\$ -	

**2014 CITY OF KENT, OHIO**  
**Comparison of Total Income Tax Receipts - Including Police Facility Receipts**  
**as of Month Ended August 31, 2014**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,085,253	\$ 897,977	\$ 1,052,112	\$ 154,135	17.16%
February	806,227	919,060	1,116,466	197,407	21.48%
March	860,826	988,906	1,156,190	167,285	16.92%
April	1,239,488	1,330,732	1,568,100	237,368	17.84%
May	972,050	1,021,364	1,158,629	137,265	13.44%
June	915,138	1,059,172	1,316,523	257,350	24.30%
July	961,433	967,424	1,207,556	240,133	24.82%
August	942,880	989,007	1,122,320	133,313	13.48%
September	980,892	1,205,984			
October	1,076,141	1,038,755			
November	890,325	1,042,418			
December	1,332,645	937,014			
<b>Totals</b>	<b>\$ 12,063,299</b>	<b>\$ 12,397,812</b>	<b>\$ 9,697,896</b>		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,085,253	\$ 897,977	\$ 1,052,112	\$ 154,135	17.16%
February	1,891,480	1,817,036	2,168,578	351,542	19.35%
March	2,752,306	2,805,942	3,324,768	518,826	18.49%
April	3,991,794	4,136,674	4,892,868	756,194	18.28%
May	4,963,844	5,158,038	6,051,497	893,459	17.32%
June	5,878,982	6,217,210	7,368,020	1,150,810	18.51%
July	6,840,415	7,184,634	8,575,576	1,390,942	19.36%
August	7,783,295	8,173,641	9,697,896	1,524,255	18.65%
September	8,764,187	9,379,625			
October	9,840,328	10,418,380			
November	10,730,653	11,460,798			
December	12,063,299	12,397,812			
<b>Totals</b>	<b>\$ 12,063,299</b>	<b>\$ 12,397,812</b>			



## KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT August 2014

### FIRE INCIDENT RESPONSE INFORMATION

#### Summary of Fire Incident Alarms

	CURRENT PERIOD			YEAR TO DATE		
	2014	2013	2012	2014	2013	2012
City of Kent	39	52	68	365	372	445
Kent State University	8	5	16	54	49	132
Franklin Township	10	16	13	66	83	127
Sugar Bush Knolls	0	1	1	12	4	2
Mutual Aid Given	0	5	6	23	41	36
<b>Total Fire Incident Alarms</b>	<b>57</b>	<b>79</b>	<b>104</b>	<b>520</b>	<b>549</b>	<b>742</b>

#### Summary of Mutual Aid Received by Location

City of Kent	0	0	2	4	5	12
Kent State University	0	0	0	0	1	2
Franklin Township	0	0	0	1	3	4
Sugar Bush Knolls	0	0	0	0	0	0
<b>Total Mutual Aid</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>5</b>	<b>9</b>	<b>18</b>

### EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

#### Summary of Emergency Medical Service Responses

	CURRENT PERIOD			YEAR TO DATE		
	2014	2013	2012	2014	2013	2012
City of Kent	183	200	195	1445	1546	1460
Kent State University	28	23	18	204	183	227
Franklin Township	43	30	40	273	283	302
Sugar Bush Knolls	2	2	1	4	12	8
Mutual Aid Given	6	4	2	28	32	23
<b>Total Emergency Medical Service Responses</b>	<b>262</b>	<b>259</b>	<b>256</b>	<b>1954</b>	<b>2056</b>	<b>2020</b>

#### Summary of Mutual Aid Received by Location

City of Kent	1	4	1	14	21	8
Kent State University	2	2	1	4	2	3
Franklin Township	0	1	0	2	4	7
Sugar Bush Knolls	0	0	0	0	0	0
<b>Total Mutual Aid</b>	<b>3</b>	<b>7</b>	<b>2</b>	<b>20</b>	<b>27</b>	<b>18</b>

<b>TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS</b>	<b>319</b>	<b>338</b>	<b>360</b>	<b>2474</b>	<b>2605</b>	<b>2762</b>
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<b>TOTAL ALL RESPONSES, INCLUDING MUTUAL AID</b>	<b>322</b>	<b>345</b>	<b>364</b>	<b>2499</b>	<b>2641</b>	<b>2798</b>
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