



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 23, 2018
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *B.S.*
RE: Sublease Renewal: Haymaker Farmers' Market

The City of Kent leases the unimproved area on the west side of Franklin Avenue, just south of the Treno Ristorante paved parking area, from the Akron Barberton Cluster (ABC) Railway Company, in order to provide space for additional long-term parking in the downtown business district. Since 2012, the City has allowed the Haymaker Farmers' Market to sublease this area for use on Saturday's, from 9:00 a.m. to 1:00 p.m., beginning with the first Saturday in May and extending through the last Saturday in October. The Haymakers' Farmers Market is incorporated as a nonprofit organization and it leases the space from the City for the nominal annual fee of \$1.00.

I am respectfully requesting time at the April 4, 2018 Committee session to have this item presented to the members of Council and to request Council's authorization, with emergency, for the renewal of the sub-lease with the Haymaker Farmers' Market for the 2018 outdoor market season.

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

Thank you.

Attachment

Cc: Hope Jones, Law Director
Tom Wilke, Economic Development Director
Tara Grimm, Clerk of Council

CITY OF KENT, OHIO



SUB-LAND LEASE

THIS SUB-LEASE, made this _____ day of _____, 2018, between **THE CITY OF KENT, OHIO**, whose address is 310 South Depeyster Street, Kent, Ohio 44240, hereinafter referred to as **SUB-LESSOR**, and **HAYMAKER FARMERS' MARKET**, which has its summer market operations at the intersection of Franklin Avenue and Summit Street, Kent, Ohio 44240, hereinafter referred to as **SUB-LESSEE**.

I. PREMISES

SUB-LESSOR does hereby lease unto SUB-LESSEE certain unimproved land, located in the City of Kent, Portage County, Ohio, hereinafter called "the premises," as shown on the map attached hereto and hereby made a part hereof, described as follows:

Being a rectangular parcel of land located north of Summit Street, west of Franklin Avenue and east of LESSOR's main line track containing an area of 0.168 acres, more or less as shown in green, attached hereto as Exhibit "A."

SUB-LESSOR currently leases the subject premises from Akron Barberton Cluster Railway Company (the ORIGINAL LESSOR) pursuant to a land lease agreement dated October 26, 2011, No. 35-04380, as amended July 16, 2014.

II. TERMS AND CONDITIONS

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

1. **Use.** SUB-LESSEE shall use and occupy the premises solely for the purpose of a farmers' market held on Saturday morning (9:00 a.m. to 1:00 p.m.).
2. **Term and Rent.** To hold the demised premises for and during the term of May 5, 2018 through October 27, 2018 (unless sooner terminated as hereinafter provided) for the rent or sum of one dollar (\$1.00) payable in advance.

3. **Expenses.** SUB-LESSOR shall be responsible for snow plowing costs, any utility costs or charges and shall maintain insurance on the premises pursuant to their lease with ORIGINAL LESSOR.

4. **Approval of Plans.** SUB-LESSEE, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, SUB-LESSOR and the ORIGINAL LESSOR. SUB-LESSEE shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent.

5. **Fire and Damage.** SUB-LESSEE shall cooperate with SUB-LESSOR and shall promptly comply with fire prevention measures requested by SUB-LESSOR. SUB-LESSEE shall make no electrical installation or alterations in and to the improvements or electrical circuits (whether for power, light, heat or other purposes) located on the premises except by a duly licensed electrician, and shall make no installation of natural gas, propane, kerosene or other combustion fuel heating or cooling units, except by licensed heating or cooling contractor; and no such alterations or installations shall be made without prior written approval of the ORIGINAL LESSOR.

6. **Ordinances and Regulations.**

6.1 SUB-LESSEE, at SUB-LESSEE's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority having jurisdiction over the premises or SUB-LESSEE's intended use thereof, including but not limited to zoning, health, safety, building or environmental matters. SUB-LESSEE shall supply SUB-LESSOR and ORIGINAL LESSOR with copies of letters or certificates of approval of SUB-LESSEE's use.

7. **Maintenance and Repairs.**

7.1 SUB-LESSEE will not create or permit any nuisance in, on or about the premises, and SUB-LESSEE shall maintain the premises in a neat and clean condition. Any approved structures of SUB-LESSEE shall be erected and/or maintained on the premises by SUB-LESSEE to the satisfaction of the ORIGINAL LESSOR.

7.2 SUB-LESSEE will not utilize the City of Kent trash containers or the area near the trash containers, for the disposal of produce, perishable products, boxes, crates, storage containers, bags of trash or any other form of refuse generated by vendors operating on the premises.

7.3 SUB-LESSEE will not make, or permit to be made, any improvements or alterations to the premises without the written consent of the ORIGINAL LESSOR. Approval by the ORIGINAL LESSOR of any improvements or installations made by SUB-LESSEE, or failure of the ORIGINAL LESSOR to object to any work done or material used, or the method of construction or installation, shall not be construed as an admission of

responsibility by the ORIGINAL LESSOR or SUB-LESSOR or as a waiver of any of SUB-LESSEE's obligations under this Sub-Lease.

7.4 All work performed by SUB-LESSEE, or SUB-LESSEE contractor(s), pursuant to Section 7 shall be subject to the written approval of the ORIGINAL LESSOR's Chief Engineer or his duly authorized representative.

8. **Service and Utilities.** The ORIGINAL LESSOR will be under no obligation to furnish the premises with water, gas, sewage, electricity, heat or other services and supplies that may be necessary or desirable in connection with SUB-LESSEE use and occupancy of the premises. The SUB-LESSOR shall bear all costs of utilities used on the premises, including heat, electricity, hot water and sewer use charges. SUB-LESSEE shall reimburse SUB-LESSOR for any utilities SUB-LESSEE uses.

9. **Adjacent Areas.** Except as provided in Section 10 hereafter, SUB-LESSEE shall not use, for utility lines or otherwise, any property of the ORIGINAL LESSOR and SUB-LESSOR other than the premises herein leased without first obtaining ORIGINAL LESSOR's prior written consent and complying with all requirements of the ORIGINAL LESSOR applicable thereto.

10. **Ingress and Egress.** The ORIGINAL LESSOR, SUB-LESSOR and SUB-LESSEE shall have the right to use, in common with SUB-LESSOR and others authorized by SUB-LESSOR, existing driveway(s) or other property designated by SUB-LESSOR as means of Ingress to and Egress from the premises. SUB-LESSOR shall be under no obligation with respect to the condition or maintenance of said driveway(s) or other property, and SUB-LESSEE use of same shall be subject to all of the covenants, terms and conditions of this Sub-Lease.

11. **Pipe and Wire Lines.** The ORIGINAL LESSOR shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines now or hereafter installed upon or across the premises, and to use, repair, renew and remove the same.

12. **Claim of Title.**

12.1 SUB-LESSEE shall not at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this Sub-Lease for any length of time give rise to any right, title or interest in or to the premises, other than the Sub-Leasehold herein created.

12.2 SUB-LESSEE shall pay all debts incurred to, and shall satisfy all liens of contractors, subcontractors, mechanics, laborers and material suppliers in respect to any construction, alteration and/or repair in and to the demised premises, and any improvements thereof. Further, SUB-LESSEE shall have no authority to create any liens for labor or material on or against SUB-LESSOR or the ORIGINAL LESSOR's interest in the premises and shall specify in all contracts let by SUB-LESSEE for any construction, erection,

installation, alteration, maintenance or repair of any building or other improvement on the premises.

13. Termination, Notices and Removal.

13.1 This Sub-Lease may be terminated by either party at any time upon not less than thirty (30) days' notice in writing sent by registered or certified mail to the other party. However, in the event of a breach of any of the covenants, terms and conditions hereof by SUB-LESSEE, SUB-LESSOR shall have the right to terminate this Sub-Lease immediately.

13.2 Should original LESSOR terminate its lease with SUB-LESSOR, this Sub-lease between SUB-LESSOR and SUB-LESSEE shall also terminate.

13.3 Should SUB-LESSOR default on their lease terms to the ORIGINAL LESSOR, SUB-LESSEE may contact ORIGINAL LESSOR in efforts to step-in for SUB-LESSOR, correct the default of SUB-LESSOR, and take SUB-LESSOR'S role in the original land lease agreement dated October 26, 2011, No. 35-04380.

13.4 All notices and communications concerning this Sub-Lease shall be addressed to SUB-LESSOR or the SUB-LESSEE at their respective addresses hereinabove set forth or at such other, the ORIGINAL LESSOR, address as either party may designate in writing to the other party.

13.5 Upon termination of this Sub-Lease by expiration of term or any other reason, SUB-LESSEE shall remove all buildings or structures (except tracks, rail facilities and other designated property of the ORIGINAL LESSOR), within the time specified in any notice of termination or at the latest within fifteen (15) days after such termination. In effecting such removal, the premises shall be restored by SUB-LESSEE to a condition satisfactory to the ORIGINAL LESSOR, including the removal of all structures and facilities whether on the surface or underground) to ground level, and the filing of all excavations and holes, which shall be tamped, compacted and graded uniformly. If SUB-LESSEE shall fail to make the removal in the manner and time set forth herein, after notice to do so, SUB-LESSOR or the ORIGINAL LESSOR may remove said buildings, structures, and/or facilities and make said restoration, all at the sole risk, cost and expense of SUB-LESSEE, and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

13.6 If SUB-LESSEE shall fail to make removal of any such property, SUB-LESSOR or the ORIGINAL LESSOR shall have the option to elect and notify SUB-LESSEE that all right, title and interest of SUB-LESSEE in certain building(s), structure(s) and/or facility(ies) shall be forfeit and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

13.7 If SUB-LESSEE shall fail to make removal of any such property, the ORIGINAL LESSOR shall have the further option to elect and notify SUB-LESSEE that all

right, title and interest of SUB-LESSEE in certain building(s) and/or facility(ies) shall be forfeit and shall vest absolutely in the ORIGINAL LESSOR as of the date of notice of such election.

13.8 In the event that SUB-LESSEE prepays monthly or annual rentals in advance and this Sub-Lease is terminated by notice of either party (other than for breach or cause), SUB-LESSOR shall refund to SUB-LESSEE the proration of any prepaid base rental and taxes paid in advance, which SUB-LESSEE shall accept in full settlement, satisfaction and discharge of the remainder of the term or period.

14. **Lessor.** The term "the ORIGINAL LESSOR" as used in Section 14 hereof shall include any other company or companies whose property at the aforesaid location may be leased or operated by ORIGINAL LESSOR.

15. **Insurance.**

15.1 Prior to commencement of occupation or use of the premises/truck for activities provided herein, SUB-LESSEE, at its sole cost and expense, shall procure and shall maintain during continuance of this Sub-Lease Public Liability Insurance covering liability assumed by SUB-LESSEE under this Sub-Lease with a combined single limit of not less than Two Million (\$2,000,000.00) Dollars for personal injury and property damage per occurrence. SUB-LESSEE shall furnish the ORIGINAL LESSOR's Director of Real Estate, 100 East First Street, Brewster, Ohio 44613 a certificate of insurance referring to this Sub-Lease by date, name of SUB-LESSOR, description of Sub-Lease and location covered. The certificate shall be endorsed to provide for thirty (30) days' notice to said Director of Real Estate prior to termination of or change in the coverage provided. If a higher limit of liability is required by the ORIGINAL LESSOR, the ORIGINAL LESSOR shall provide SUB-LESSEE written notice of the limit required and within thirty (30) days thereafter SUB-LESSEE shall provide revised certificate of insurance for the increased required limit. Furnishing of this insurance by SUB-LESSEE shall not limit SUB-LESSEE liability under this Sub-Lease but shall be additional security there for. SUB-LESSOR shall be named as an additional insured on said policy.

15.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The ORIGINAL LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect SUB-LESSOR from liabilities that may arise out of the performance of the services under this Agreement by SUB-LESSOR, its agents, representatives, employees or subcontractors and SUB-LESSOR is free to purchase additional insurance as may be determined necessary.

16. **Condemnation.** Should the premises or any part thereof be condemned, appropriated and/or acquired for public use, then this Sub-Lease, at the option of SUB-LESSOR or the ORIGINAL LESSOR, shall terminate upon the date when the premises or part thereof shall be taken. No part of any damages or award shall belong to SUB-LESSEE, except to the extent of any specific award from the governmental authority for improvements

and/or facilities of SUB-LESSEE. SUB-LESSOR's land shall be valued as of such date (or other legal date of valuation) as vacant land, without consideration of this Sub-Lease or SUB-LESSEE improvements on said land as an enhancement or detriment to said land value. Improvements and/or facilities of SUB-LESSEE not so condemned, appropriated and/or acquired shall be removed in accordance with Section 13 hereof.

17. Successors and Assigns.

17.1 The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of SUB-LESSOR and the ORIGINAL LESSOR and the successors and assigns of SUB-LESSEE.

17.2 However, SUB-LESSEE shall not transfer, assign, encumber or sublet this Sub-Lease or any part of the premises or any part of the premises or any rights and privileges herein granted except to a subsidiary, parent or common controlled affiliate as approved by SUB-LESSOR. This covenant shall also apply whether such sale or transfer is made voluntarily by SUB-LESSEE or involuntarily in any proceeding at law or in equity to which SUB-LESSEE may be a party whereby any of the rights, duties and obligations of SUB-LESSEE shall be sold, transferred, conveyed, encumbered, abrogated or in any manner altered, without the prior notice to and consent of the ORIGINAL LESSOR and SUB-LESSOR. In the event of any such unauthorized sale, transfer, assignment, sublease or encumbrance of this Sub-Lease, or any of the rights and privileges hereunder, the ORIGINAL LESSOR or SUB-LESSOR, at its option, may immediately terminate this Sub-Lease by giving SUB-LESSEE or any such assignee written notice of such termination and LESSOR or SUB-LESSOR may thereupon enter and retake possession of the premises.

18. Severability. It is understood and agreed that this Sub-Lease is executed by all parties under current interpretation of any and all applicable federal, state, county, municipal or other local statute, ordinance or law. Further, it is understood and agreed that each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate division or combination thereof for the determination of legality so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division herein contained or any other combination thereof.

19. Breach or Waiver. If under the provisions hereof SUB-LESSOR shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a permanent or general waiver of any covenant herein contained nor of any of SUB-LESSOR's rights hereunder. No waiver by SUB-LESSOR of any breach of any covenant, condition or agreement herein contained shall operate as a permanent waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No payment by SUB-LESSEE or receipt by SUB-LESSOR of a lesser amount than the monthly installments

of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction and SUB-LESSOR may accept such check or payment without prejudice to SUB-LESSOR's right to recover the balance of such rent or to pursue any other remedy provided in this Sub-Lease. No re-entry by SUB-LESSOR after a breach shall be considered an acceptance of a surrender of the Sub-Lease.

20. Train Protection. In case of any construction work which may be performed by the SUB-LESSEE at or near the ORIGINAL LESSOR's tracks or facilities, the SUB-LESSEE agrees to notify SUB-LESSOR and the ORIGINAL LESSOR forty-eight (48) hours in advance and further agrees to pay the cost of such supervision or train protection as, in the sole discretion of the ORIGINAL LESSOR, may be necessary or proper for the safe operation of trains.

21. Snow and Ice Removal. It is hereby understood and agreed that the ORIGINAL LESSOR shall not at any time be responsible for the removal of snow and/or ice on or about the leased premises. Such snow and/or ice removal shall be at the sole risk and expense of the SUB-LESSOR and shall be performed in such a manner so as not to obstruct or interfere with any of the ORIGINAL LESSOR's operations on or about the leased premises, including the ORIGINAL LESSOR's own snow removal operations. In carrying out the foregoing, the SUB-LESSOR shall not plow, place, dump or deposit snow onto or upon the property of the ORIGINAL LESSOR, nor shall the SUB-LESSEE permit nor tolerate any of the foregoing.

22. Fiber Optics. It is the responsibility of the SUB-LESSEE to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under the Railway's property and right-of-way. Any damage to or disruption of any fiber optic cable will be the sole responsibility of SUB-LESSEE, which will indemnify and hold harmless the Railway for any expenses resulting therefrom. Before any construction may commence, the following number, where applicable, must be called: **DIG SAFE 1-800-362-2764** provided that calling such number or numbers shall not release or otherwise diminish the remaining obligations of SUB-LESSEE hereunder.

23. Environmental Compliance.

23.1 SUB-LESSEE represents that it has conducted a complete inspection of the Premises and except as noted herein, finds the Premises to be reasonably free from pollution-induced conditions. It is understood between the parties that, at the time this Sub-Lease is entered into, the condition of the premises meets all federal, state, and local laws, rules, and regulations designed to prevent or control the discharge of substances into the land, water and air.

23.2 Without limiting any other provisions of this Sub-Lease, SUB-LESSEE will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to the structures,

equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent the discharge of substances on the land, water, or air.

23.3 Without limiting any other provision this Sub-Lease, SUB-LESSOR and ORIGINAL LESSOR shall have the right to enter and inspect the Premises in order to determine whether SUB-LESSEE is complying with such laws, rules, or regulations, but no such inspection or absence of inspection by the SUB-LESSOR or the ORIGINAL LESSOR shall be construed to relieve SUB-LESSEE of its obligations to comply with all such laws, rules or regulations.

24. **Quiet Enjoyment.** Nothing herein contained shall imply or import a covenant on the part of SUB-LESSOR or ORIGINAL LESSOR of quiet enjoyment.

25. **Hold-Over Clause.** If SUB-LESSEE, with consent of SUB-LESSOR, holds over and remains in possession of demised premises after expiration of said term, this Sub-Lease shall be considered as renewed and shall continue in effect upon the same terms and conditions as are herein contained until terminated by either party giving the other written notice of intention to terminate same in the manner herein provided and with like effect.

26. **Notices.** Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

As to SUB-LESSOR:

CITY OF KENT, OHIO
c/o City Manager
310 South Depeyster Street
Kent, Ohio 44240

As to SUB-LESSEE:

HAYMAKER FARMERS' MARKET

(Print Mailing Address)
Kent, Ohio 44240

As to ORIGINAL LESSOR:

AKRON BARBERTON CLUSTER RAILWAY COMPANY
100 East First Street
Brewster, OH 44613

27. General Provisions.

27.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any other part of this Agreement.

27.2 This Agreement shall be governed by the laws of the State of Ohio.

27.3 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

27.4 This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understandings, agreements or representations.

27.5 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

III. EXECUTION

IN WITNESS THEREOF, the parties hereto have caused this Sub-Lease to be executed, in duplicate as of the day and year first above written.

WITNESS:

HAYMAKER FARMERS' MARKET

By _____

Print Name / Title

Date: _____

WITNESS:

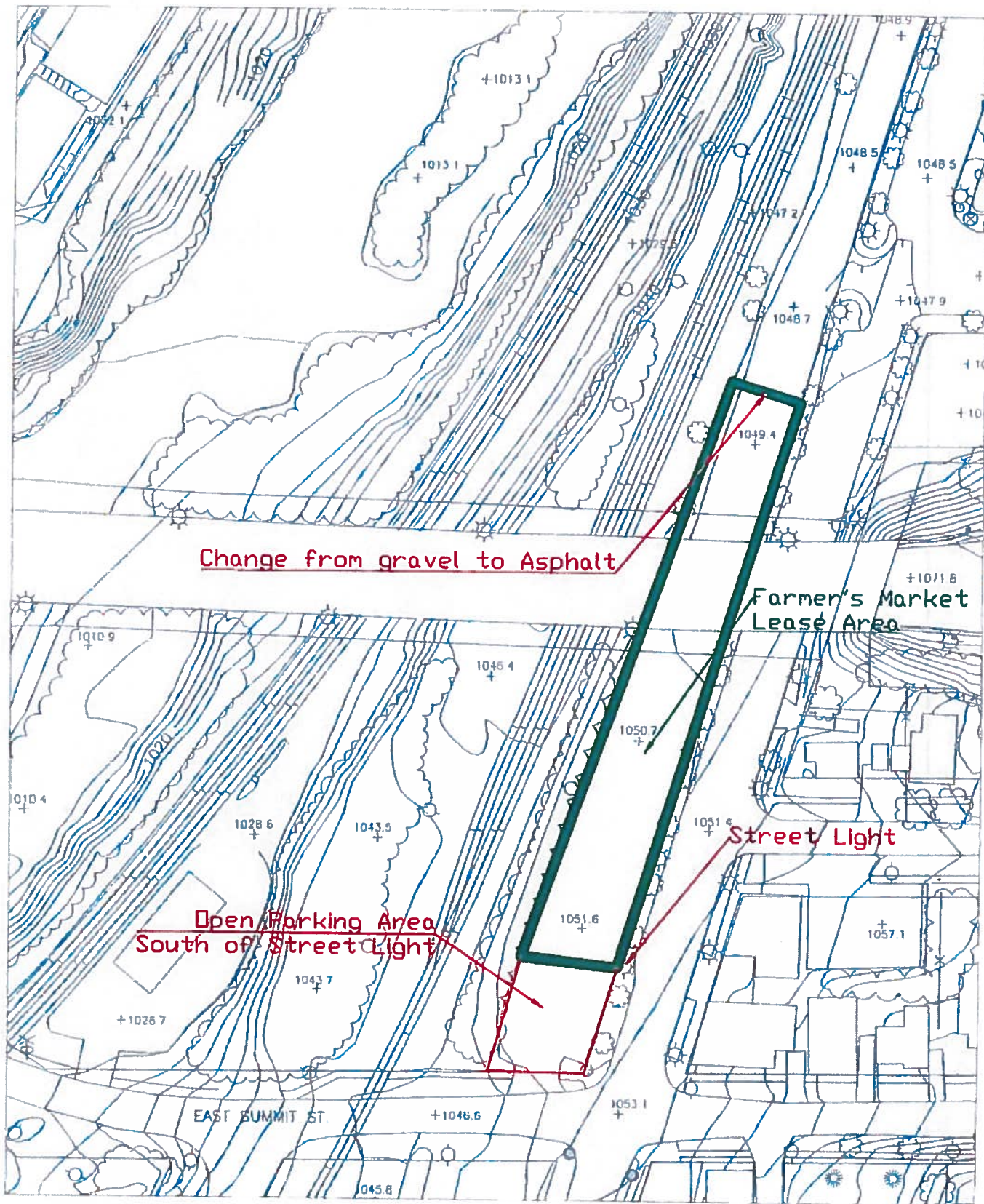
CITY OF KENT, OHIO

Dave Ruller, City Manager

Date: _____

APPROVED AS TO FORM:

Hope L. Jones, Law Director
City of Kent, Ohio
Date: _____



Farmers Market Exhibit "A"

MEMORANDUM
DEPARTMENT OF COMMUNITY DEVELOPMENT
City of Kent

Date: March 23, 2018

To: Dave Ruller, City Manager

From: Jennifer Barone, Development Engineer *JAB*

Re: Chapter 1103 Definitions
Chapter 1137 R-C: High Density Multifamily - Commercial District
Chapter 1141 C: Commercial District
Chapter 1143 IC-R: Intensive Commercial - Residential District
Chapter 1145 C-R: Commercial - High Density Multifamily Residential District
Chapter 1153 I-R: Industrial Research and Office District
Chapter 1155 I: Industrial District
Chapter 1171 Conditionally Permitted Use Regulations

Copy: Tara Grimm, Clerk of Council
Melanie Baker, Service Director
Bridget Susel, Director of Community Development
James Bowling, City Engineer
Eric Fink, Assistant Law Director
file

I hereby respectfully request City Council agenda time on April 4, 2018 for Council to consider an amendments to the zoning code, Part 11 of the Kent Codified Ordinances (KCO).

On December 5, 2017 the Kent Planning Commission held a public hearing and discussed proposed changes to the zoning code to address medical marijuana. Discussion continued on January 16, 2018 and on February 20, 2018 at which time the Planning Commission voted 5-0 to recommend to City Council to amend this zoning code section.

Copies of the proposed amendments are attached.

**CITY OF KENT, OHIO ZONING CODE
CHAPTER 1103
DEFINITIONS**

Page 1103 - 7

guests, principally for a commercial use, and not for residential use. Examples include, but are not limited to, Elks Club, Eagles, Motorcycle Clubs, VFW, and American Legion.

Clubhouse, Private: A building or portion thereof or premises owned or operated by a person, persons, or organization primarily for the exclusive use of its members and their guests, principally for a social, literary, political, educational or recreational purpose and not for residential or commercial use. Examples include, but are not limited to: Girl Scouts, Boy Scouts, Fraternal Order of Police, and community service organizations.

Commercial Entertainment Facilities: A facility for any profit making activity which is generally related to providing entertainment, such as motion picture theaters, carnivals, nightclubs, cocktail lounges, bowling alleys, billiard halls, and similar entertainment activities.

Commission: See Planning Commission.

Community Addiction Service Provider: An agency, association, corporation, individual, or program that provides one or more of the following:

- A. Alcohol and drug addiction services that are certified by the department of mental health and addiction services under section 5119.36 of the Ohio Revised Code;
- B. Gambling addiction services;
- C. Recovery supports that are related to alcohol and drug addiction services or gambling addiction services and paid for with federal, state, or local funds administered by the department of mental health and addiction services or a board of alcohol, drug addiction, and mental health services.

Community Development Director: The Director of the Community Development Department or his or her designee as empowered by the City of Kent Zoning Code and other applicable community development plans, or any employee of that department designated by the Director to perform the duties under the City Ordinances.

Community Development Plans: Plans, reports, documents, or any portion thereof, adopted by the Planning Commission and/or the legislative authority of the City, showing the general location and extent of present and proposed physical, economic, social, political, aesthetic, and related factors of the community involved, facilities including housing, industrial and commercial uses, major streets, parks, schools and other community factors facilities. These plans establish the goals, objectives, and policies of the community.

**CITY OF KENT, OHIO ZONING CODE
CHAPTER 1103
DEFINITIONS**

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- F. The manufactured home has conventional residential siding and a six (6) inch minimum eave overhang, including appropriate guttering.

Manufacturing: Establishments engaged in the mechanical or chemical transformation of materials or substances into new products including the assembling of component parts, the manufacturing of products and the blending of materials such as lubricating oils, plastics, resin or liquors.

Manufacturing, Extractive: Any mining, processing, storing, separating, cleaning or marketing of any mineral natural resource, excluding gas and oil.

Manufacturing, Heavy: Manufacturing, processing, assembling, storing, testing and similar industrial uses which are generally major operations and extensive in character; require large sites, open storage and service areas, extensive services and facilities, ready access to regional transportation; and normally generate some nuisances such as smoke, noise, vibration, dust, glare, air pollution and water pollution, but not beyond the zoning district boundary.

Manufacturing, Light: Manufacturing or other industrial uses which are controlled operations; relatively clean, quiet and free of objectionable or hazardous elements such as smoke, noise, odor, or dust; operating and storing within enclosed structures; and generating little industrial traffic and no nuisances.

Marijuana, Cultivator: An entity that has been issued a certificate of operation by the State of Ohio to grow, harvest, package, and transport medical marijuana.

Level I: A cultivator that is permitted to operate up to twenty-five thousand square footage of space designated as the marijuana cultivation area in the application, unless a request for expansion is approved by the director of the department under rule 3796:2-1-09 of the Ohio Administrative Code.

Level II: A square footage of space designated as the marijuana cultivation area in the application, unless a request for expansion is approved by the director of the department under rule 3796:2-1-09 of the Ohio Administrative Code.

Marijuana, Dispensary Department: A building, room or other area under the control of a dispensary and upon the licensed premises with access limited to patients, caregivers, dispensary employees or service professionals conducting business with the dispensary and who are escorted and supervised by a dispensary employee, and other persons authorized by section 3796.05 of the Revised Code and this division.

Marijuana, Dispensary District: A geographic region, established by the state board of pharmacy, in accordance with division (B)(3) of section 3796.05 of the Ohio Revised Code (ORC).

**CITY OF KENT, OHIO ZONING CODE
CHAPTER 1103
DEFINITIONS**

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Marijuana, Dispensary Key Employee: An administrator or other person responsible for the daily operation of a licensed dispensary

Marijuana, Medical: Marijuana that is cultivated, processed, dispensed, tested, possessed, or used for a medical purpose in accordance with Ohio Administrative Code (OAC) section 3796.

Marijuana, Processor: An entity that has been issued a certificate of operation by the State of Ohio to manufacture medical marijuana products.

Marijuana, Restricted Access Area: A building, room or other contiguous area under control of a dispensary and upon the licensed premises with access limited to only dispensary employees, where medical marijuana inventory, all records related to the dispensing of medical marijuana and all other items that require the personal supervision of a dispensary key employee are maintained behind a physical barrier with suitable locks and an electronic barrier to detect entry during any time when a dispensary key employee is not present.

Marijuana, Testing Laboratory: An independent laboratory that has been issued a certificate of operation by the State of Ohio to have custody and use of controlled substances for scientific and medical purposes and for purposes of instruction, research, or analysis.

Marquee: Any hood or awning of permanent construction protecting protruding from the wall of a building above an entrance and extending over a street or sidewalk, or portion thereof.

Mentally ill Person: All persons who have a substantial disorder or thought, or mood, perception, orientation or memory that grossly impairs judgment, behavior, capacity to recognize reality, or the ability to meet the ordinary demands of life; provided however, that persons who represent a substantial risk of physical harm to themselves or to others or have been discharged from any facility after being found incompetent to stand trial or found not guilty by reason of insanity after trial shall not be permitted to reside in a group home in the City.

Mobile Home: A building unit or assembly of closed construction that is fabricated in an off-site facility, is more than thirty-five body feet in length, or when erected on site, is three hundred twenty or more square feet, built on a permanent thirty-five chassis and is transportable in one or more sections, and does not qualify as a manufactured home.

Modular Home: See Mobile Home.

Motel: See Hotel.

CHAPTER 1141
C: Commercial District

- 1141.01 Purpose
- 1141.02 Uses
- 1141.03 Lot Requirements
- 1141.04 Yard Requirements
- 1141.05 Maximum Building Height
- 1141.06 Site Plan Review And
Conformance
- 1141.07 Conditional Zoning Certificate
And Special Permit Review And Conformance
- 1141.08 Off-Street Parking And Loading Requirements
- 1141.09 Outdoor Display Areas

1141.01 PURPOSE

The purpose of the C: Commercial District is to promote and encourage planned and integrated groupings of retail and service activities providing goods and services to a community area.

1141.02. USES

Within a C: Commercial District, no building, structure or premises shall be used, arranged to be used or designed to be used except for one or more of the following uses:

(a) Permitted Uses:

- (1) Establishments engaged primarily in the fields of finance, insurance and real estate, such as:
 - (a) Bank, but not including drive-in facilities.
 - (b) Credit agency other than a bank.
 - (c) Investment firm.
 - (d) Insurance carrier.
 - (e) Real estate and insurance company.
 - (f) Investment company.

- (2) Establishments engaged in providing a variety of services to individuals and business establishments, such as:
 - (a) Personal services such as barber and beauty shops, tailor, dressmaker, shoe repair, laundries and dry cleaning.
 - (b) Miscellaneous business services such as advertising news syndicates and employment agencies.
 - (c) Medical and other health services; clinic.

- (d) Engineering and architectural services.
- (e) Legal services.
- (f) Accounting, auditing and bookkeeping services.
- (g) Non-profit, professional, charitable and labor organizations.
- (h) General, professional, administrative or business offices.
- (i) Printing.

(3) Establishments engaged in retail trade, such as:

- (a) Drug Store.
 - (b) Book and stationery store.
 - (c) Apparel store.
 - (d) Florist.
 - (e) Antique store.
 - (f) Sporting goods store.
 - (g) Jewelry store.
 - (h) Optical goods store.
 - (i) Furniture, home furnishings and office equipment and office supplies store.
 - (j) Beverages including liquor.
 - (k) Restaurant.
 - (l) Gift shop.
 - (m) Food sales, including supermarket.
 - (n) Preparation and processing of food and drink to be retailed on the premises, such as bakery, meat market and delicatessen.
 - (o) Sale of clothing and apparel; shoe and variety store; art, photo, stationery, notion, hobby, toy, book, music, floral, jewelry, gift sales and interior decorating offices.
 - (p) Retail sale of hardware, paint, floor coverings, wall paper, materials and objects for interior decorating, auto accessories and repair of household appliances and bicycles.
 - (q) Retail sale of furniture, appliances, drapery, carpeting and other major household articles.
 - (r) Cultural, educational or religious facilities.
- (4) Accessory uses clearly incidental to the principal uses permitted on the same premises.
- (5) Other uses similar in character to those listed above.
- (6) Signs as regulated by Chapter 1165.
- (b) Conditionally Permitted Uses: The Planning Commission may issue Conditional Zoning Certificates for uses listed herein, subject to the general requirements of Chapter 1113 and to the specific requirements of Chapter 1171 referred to below:

- (1) Amusement and recreation but excluding drive-in theaters subject to Section 1171.01(2),(5),(7),(9),(11) and (39).
- (2) Passenger-transportation agency and terminal subject to Section 1171.01(2), (3), (5), (7), (8), (9), (11), (16) and (39).
- (3) Plant greenhouse and garden supply sales subject to Section 1171.01(2),(3),(5), (7),(9),(11), and (39).
- (4) Hotel or motel; tourist home subject to Section 1171.01(2), (5), (7), (9) and (39).
- (5) Parking lot or garage subject to Section 1171.01(2), (3), (5),(9),(11) and (40).
- (6) Radio or television broadcasting station, not including transmission towers subject to Section 1171.01(2),(3), (9) and (11).
- (7) Funeral home or mortuary subject to Section 1171.01(2), (3), (5), (9),(11) and (39).
- (8) Monument sale and display subject to Section 1171.01(2), (3), (5), (9) and (11).
- (9) Automobile, truck, trailer, boat and farm implement sales and services, and storage, both new and used subject to Section 1171.01(2), (3), (5), (7), (9), (11), (39), and (41).
- (10) Tool and equipment rental subject to Section 1171.01(2), (3), (5), (9) and (11).
- (11) The following uses may be conducted not closer than fifty (50) feet of any R District. Where the C District abuts upon but is separated from the R District by a street, the width of the street may be considered as part of the required setback.
 - (a) Carpenter, cabinet, upholstering, sheet metal, plumbing, heating, roofing, air conditioning, sign painting, painting and other similar establishments.
 - (b) Repair services for machinery and equipment including repair garages and specialty establishments such as motor, body and fender, radiator, motor tune-ups, muffler shops, tire repairing sales and service including vulcanizing.
 - (c) Dance studio and school, bowling alley and motion picture and theatrical playhouse.

These uses shall be subject to Section 1171.01(2),(5),(9),(11),(39) and (41).

- (12) Governmentally owned and/or operated buildings and facilities subject to Section 1171.01(3) and (17).
- (13) Planned, integrated commercial developments subject to Section 1171.01(29).
- (14) Clubs, lodges, fraternal, charitable or social organizations subject to Section 1171.01(3),(4) and (5).
- (15) Drive-in banking facilities subject to Section 1171.01(5).
- (16) Gasoline service stations subject to Section 1171.01(5), (7), (23) and (41).
- (17) Auto laundry subject to Section 1171.01 (3),(5),(7),(23) and (34).
- (18) Public utility right-of-ways and pertinent structures subject to Section 1171.01(10).
- (19) Temporary buildings and uses incidental to construction work subject to Section 1171.01(17) and (24).
- (20) Truck servicing, including the provisions of fuel, food and sleeping rooms subject to Section 1171.01(27).
- (21) Truck or transfer terminals and motor freight garages but excluding warehousing subject to Section 1171.01(45). (Ord. 1985-26. Passed 5-15-85.)
- (22) Open air markets subject to Section 1171.01(50). (Ord. 1986-11. Passed 3-5-86.)
- (23) Bed & Breakfast facilities subject to Section 1171.01(52). (Ord. 1993-86. Passed 11-17-93.)
- (24) Child Day Care facilities as subject to Section 1171.01(1), (2), (3), (5), (9), (11), (17), and (54).(Ord. 1996-45. Passed 7-10-96.)
- (25) Medical Marijuana, Cultivator Level I subject to Section 1171.01(1), (2), (3), (5), (7), (9), (11), (16), (17), (25), (39), (57), (58), (59), and (60).
- (26) Medical Marijuana, Testing Laboratory subject to Section 1171.01(8), (17), (27), (35), (57), (58), (59), and (60).
- (27) Medical Marijuana, Dispensory subject to Section 1171.01(57), (58), (59), (60), and (61).

- (c) Specially Permitted Uses: The Planning Commission may issue a Special Permit for uses listed herein, subject to the general requirements of Chapter 1113 and to the specific requirements of Chapter 1171 referred to below:

- (1) Adult book stores, adult motion picture theaters and adult cabarets as restricted by Section 1171.01(49).

1141.03. LOT REQUIREMENTS

- (a) Minimum Lot Area: None
- (b) Minimum Lot Width At Building Line: None
- (c) Minimum Lot Frontage: None

1141.04. YARD REQUIREMENTS

- (a) Minimum Front Yard Depth: Ten percent (10%) of the average depth of the lot, but at least ten (10) feet, but need not be over fifty (50) feet.
- (b) Minimum Rear Yard Depth: Twenty-five (25) feet.
- (c) Minimum Side Yard Width: Fifteen (15) feet when abutting a residential district or a street right-of-way which abuts a residential district and on the side abutting the residential district only. (Ord. 1985-79, effective 11-16-85)

1141.05. MAXIMUM BUILDING HEIGHT

Fifty (50) feet.

1141.06. SITE PLAN REVIEW AND CONFORMANCE

All uses specified under Section 1141.02(a) herein shall be permitted only after the review, subject to Chapter 1119 and approval of the site plans by the Planning Commission and upon finding by the Commission that the specific standards set forth in this Chapter and the requirements of Chapter 1119 will be met.

1141.07. CONDITIONAL ZONING CERTIFICATE AND SPECIAL PERMIT REVIEW AND CONFORMANCE

All uses specified under Section 1141.02(b) and (c) herein shall be permitted only after the review for and approval of a Conditional Zoning Certificate or Special Permit by the Planning Commission subject to Chapter 1113. Such review shall also include the review of site plan.

Conditional Zoning Certificate or Special Permit approval shall also constitute Site Plan Approval subject to Chapter 1119.

1141.08. PARKING AND LOADING REQUIREMENTS

As regulated by Chapter 1167.

1141.09. OUTDOOR DISPLAY AREAS

Merchandise to be sold at retail on the premises may be displayed out-of-doors except that no such display areas shall be within fifty (50) feet of any residential district. Display areas shall be screened from abutting residential uses by landscaping sufficient to limit to a minimum all visual effects of such display area; such landscaped buffer shall be maintained in a neat and orderly fashion. (Ord. 1985-26. Passed 5-15-85.)

Open air markets, which have been specifically approved by the Planning Commission may operate under the conditions of such approval. (Ord. 1986-11. Passed 3-5-86.)

CHAPTER 1143
IC-R: Intensive Commercial - Residential District

- 1143.01 Purpose.
- 1143.02 Uses.
- 1143.03 Lot requirements.
- 1143.04 Yard requirements.
- 1143.05 Maximum building height.
- 1143.06 Site Plan Review and Conformance
- 1143.07 Conditional zoning certificate; special permit review and conformance.
- 1143.08 Off-street parking and loading requirements.
- 1143.09 Outdoor display areas.

1143.01 PURPOSE.

The purpose of the IC-R: Intensive Commercial - Residential District is to provide for a variety of intensive and automotive-oriented uses and to accommodate the location of higher density residential uses along major thoroughfares and areas immediately adjacent to those thoroughfares. (Ord. 1986-37. Passed 6-11-86.)

1143.02. USES.

Within an IC-R: Intensive Commercial - Residential District, no building, structure or premises shall be used, arranged to be used or designed to be used except for one or more of the following uses:

(a) Permitted Uses.

- (1) All permitted uses as enumerated in Section 1141.02(a).
- (2) Accessory uses clearly incidental to the principal uses permitted on the same premises.
- (3) Other uses similar in character to those listed above.
- (4) Signs as regulated by Chapter 1165.

(b) Conditionally Permitted Uses. The Planning Commission may issue conditional zoning certificates for uses listed herein, subject to the general requirements of Chapter 1113 and to the specific requirements of Chapter 1171 as listed:

- (1) All conditionally permitted uses as enumerated and regulated in Section 1141.02(b).
- (2) All conditionally permitted uses as enumerated and regulated in Section 1145.02(b).
- (3) Medical Marijuana, Dispensory subject to Section 1171.01(57), (58), (59), (60), and (61).

(Ord. 1996-45. Passed July 10, 1996.)

(c) Specially Permitted Uses. The Planning Commission may issue a special permit for the uses listed herein, subject to the general requirements of Chapter 1113 and to the specific requirements of Chapter 1171 referred to below:

- (1) All conditionally permitted uses as enumerated and regulated in Section 1141.02(b).
- (2) All conditionally permitted uses as enumerated and regulated in Section 1145.02(b).

1143.03. LOT REQUIREMENTS.

(a) Minimum Lot Area.

- (1) Single-family dwelling: 6,000 square feet.
- (2) Two-family dwelling: 10,000 square feet.
- (3) Multifamily dwelling: 10,000 square feet for the first three dwelling units, plus 1,500 square feet for each unit thereafter through ten, plus 1,000 square feet for units eleven through twenty, plus 800 square feet for units twenty-one through but not to exceed thirty-six.
- (4) Commercial: none specified.

(b) Minimum Lot Width At Building Line.

- (1) Single-family dwelling: fifty feet.
- (2) Two-family dwelling: seventy-five feet.
- (3) Multifamily dwelling: 100 feet.
- (4) Commercial: none specified.

(c) Minimum Lot Frontage. Forty feet.

(d) Minimum Usable Open Space: For multifamily developments, at least thirty percent (30%) of the actual lot area shall be devoted to open space. (Ord. 1992-02. Passed 1-15-92.)

1143.04. YARD REQUIREMENTS.

- (a) Minimum Front Yard Depth. Thirty feet plus one for each two feet of building height in excess of two stories above grade.
- (b) Minimum Rear Yard Depth. Thirty feet plus one for each two feet of building height in excess of two stories above grade.
- (c) Minimum Side Yard Width.
 - (1) Single-family dwelling: ten feet.
 - (2) Two-family dwelling: ten feet.
 - (3) Multifamily and commercial: ten feet, except that where the property abuts a residential district of lower density or a street right of way which abuts a residential district of lower density, the minimum side yard requirements shall be ten feet plus one foot for each two feet in building height in excess

of twenty feet, above grade. (Ord. 1986-37. Passed 6-11-86.)

1143.05. MAXIMUM BUILDING HEIGHT.

The maximum height of a building shall be sixty feet. (Ord. 1986-37. Passed 6-11-86.)

1143.06. SITE PLAN REVIEW AND CONFORMANCE.

All uses specified under Section 1143.02(a) herein shall be permitted only after the review, subject to Chapter 1119 and approval of the site plans by the Planning Commission and upon findings by the Commission that the specific standards set forth in this chapter and the requirements of Chapter 1119 will be met. (Ord. 1986-37. Passed 6-11-86.)

1143.07. CONDITIONAL ZONING CERTIFICATE; SPECIAL PERMIT REVIEW AND CONFORMANCE.

All uses specified under Section 1143.02(b) and (c) herein shall be permitted only after the review for and approval of a conditional zoning certificate or special permit by the Planning Commission subject to Chapter 1113. Such review shall also include the review of the site plan. Conditional zoning certificate or special permit approval shall also constitute site plan approval subject to Chapter 1119. (Ord. 1986-37. Passed 6-11-86.)

1143.08. OFF-STREET PARKING AND LOADING REQUIREMENTS.

As regulated by Chapter 1167. (Ord. 1986-37. Passed 6-11-86.)

1143.09. OUTDOOR DISPLAY AREAS.

Merchandise to be sold at retail on the premises may be displayed out-of-doors except that no such display area shall be within fifty feet of any R-1, R-2, R-3 or R-4 District. Display areas shall be screened from abutting residential uses by landscaping sufficient to limit to a minimum all visual effects of such display area; such landscaped buffer shall be maintained in a neat and orderly fashion. Open air markets, which have been specifically approved by the Planning Commission may operate under the conditions of such approval. (Ord. 1986-37. Passed 6-11-86.)

CHAPTER 1145
C-R: Commercial-High Density
Multifamily Residential District

1145.01	Purpose	
1145.02	Uses	
1145.03	Lot Requirements	
1145.04	Yard Requirements	
1145.05	Maximum Building Height	
1145.06	Site Plan Review and Conformance	
1145.07	Conditional Zoning Certificate	and Special Permit
1145.08	Off-Street Parking and Loading	Requirements
1145.09	Outdoor display areas	

1145.01 Purpose

The purpose of the C-R: Commercial-High Density Multifamily Residential District is to encourage commercial development in the areas which have the necessary access to public services and traffic arteries along with residential development where residents can take advantage of this close proximity to commercial uses.

1145.02. USES

Within a C-R: Commercial-High Density Multifamily Residential District, no building, structure or premises shall be used, arranged to be used, or designated to be used except for one or more of the following uses:

(a) Permitted Uses:

- (1) Commercial uses as enumerated in Section 1141.02(a).
- (2) Accessory buildings incidental to the principal use.
- (3) Signs as regulated by Chapter 1165.

(b) Conditionally Permitted Uses: The Planning Commission may issue Conditional Zoning Certificates for uses listed herein subject to the general requirements of Chapter 1113 and to the specific requirements of Chapter 1171 referred to below.

- (1) Single family dwellings subject to Section 1171.01 (5),(9) and (11).
- (2) Two family dwellings subject to Section 1171.01 (5), (9) and (11).
- (3) Multifamily dwellings subject to Section 1171.01(5), (9), (11), (22), (37),

(38) and

(4) Home occupations subject to Section 1171.01(19).

(5) Institutions for human care-hospitals, clinics, sanitariums, convalescent homes, nursing homes, homes for the aged and philanthropic institutions subject to Section 1171.01(1), (2), (3), (7), (9), (11) and (17).

(6) Governmentally owned and/or operated buildings or facilities subject to Section 1171.01(3), (7), (8) and (11).

(7) Governmentally owned and/or operated parks and playgrounds subject to Section 1171.01(1), (2), (3), (4), (5), (11) and (17).

(8) Quasi-public, institutionally or organizationally owned and/or operated recreational, instructional and meeting facilities such as those developed and used by the YMCA-YWCA, Boy Scouts or various fraternal or community service groups subject to Section 1171.01(9), (11), (17) and (36).

(9) Lodging house and boarding house accommodations subject to Section 1171.01(11), (17), and (21).

(10) Public utility right-of-ways and pertinent structures subject to Section 1171.01(1) and (10).

(11) Temporary buildings and uses incidental to construction work subject to Section 1171.01(17) and (24).

(12) Family care home subject to Section 1171.01(2), (3), (5), (11), (17) and (48).

(13) Group home subject to Chapter 1175. (Ord. 1993-85. Passed 11-17-93.)

(14) Drive-in banking facilities subject to Section 1171.01(3).

(15) Planned, integrated commercial developments subject to Section 1171.01(29).

(16) Clubs, lodges, charitable, fraternal or social organizations subject to Section 1171.01(3),(4) and (5).

(17) Gasoline service station subject to Section 1171.01(5), (7), (23) and (41).

(18) Temporary shelter subject to Section 1171.01(11), (17), (36) and (39) (Ord. 1985-26. Passed 5-15-85.)

- (19) Open air markets subject to Section 1171.01(50). (Ord.1986-11. Passed 3-5-86.)
 - (20) Bed & Breakfast facilities subject to Section 1171.01(52). (Ord. 1993-86. Passed 11-17-93.)
 - (21) Funeral homes subject to Section 1171.01(2), (3), (5), (9), (11) and (39). (Ord. 1996-36. Passed May 8, 1996)
 - (22) Child Day Care Facilities as subject to Section 1171.01(1), (2), (3), (5), (9), (11), (17), and (54).(Ord. 1996-45. Passed July 10, 1996)
 - (23) Medical Marijuana, Testing Laboratory subject to Section 1171.01(8), (17), (27), (35), (57), (58), (59), and (60).
 - (24) Medical Marijuana, Dispensory subject to Section 1171.01(57), (58), (59), (60), and (61).
- (c) Specially Permitted Uses: The Planning Commission may issue a Special Permit for the uses listed herein, subject to the general requirements of Chapter 1113 and to the specific requirements of Chapter 1171 referred to below:
- (1) Adult book stores, adult motion-picture theaters and adult cabarets as restricted by Section 1171.01(49). (Ord. 1994-32. Passed 4/20/94)

1145.03. LOT REQUIREMENTS

(a) Minimum Lot Area:

- (1) Single family dwelling - six thousand (6,000) square feet.
- (2) Two family dwelling - ten thousand (10,000) square feet.
- (3) Multifamily dwelling - ten thousand (10,000) square feet for the first three (3) dwelling units, plus fifteen hundred (1,500) square feet for each unit thereafter through ten (10), plus one thousand (1,000) square feet for units eleven (11) through twenty (20), plus eight hundred (800) square feet for units twenty-one (21) through but not to exceed thirty-six (36).
- (4) Commercial - none specified

(b) Minimum Lot Width At Building Line:

- (1) Single family dwelling - fifty (50) feet.

- (2) Two family dwelling - seventy-five (75) feet.
- (3) Multifamily dwelling - one hundred (100) feet.
- (4) Commercial - none specified.
- (c) Minimum Lot Frontage: Forty (40) feet.
- (d) Minimum Usable Open Space: For multifamily developments, at least thirty percent (30%) of the actual lot area shall be devoted to open space. (Ord. 1992-02. Passed 1-15-92.)

1145.04. YARD REQUIREMENTS

- (a) Minimum Front Yard Depth: Thirty (30) feet plus one for each two (2) feet of building height in excess of two (2) stories above grade.
- (b) Minimum Rear Yard Depth: Thirty (30) feet plus one for each two (2) feet of building height in excess of two (2) stories above grade.
- (c) Minimum Side Yard Width:
 - (1) Single family dwelling - Ten (10) feet.
 - (2) Two family dwelling - Ten (10) feet.
 - (3) Multifamily and commercial - Ten (10) feet, except that where the property abuts a residential district of lower density or a street right-of-way which abuts a residential district of lower density, the minimum side yard requirement shall be ten (10) feet plus one foot for each two (2) feet in building height in excess of twenty (20) feet above grade. (Ord. 1985-79, effective 11-16-85)

1145.05. MAXIMUM BUILDING HEIGHT

Sixty (60) feet.

1145.06. SITE PLAN REVIEW AND CONFORMANCE

All uses specified under Section 1145.02(a) herein shall be permitted only after the review, subject to Chapter 1119 and approval of the site plans by the Planning Commission and upon finding by the Commission that the specific standards set forth in this Chapter and the requirements of Chapter 1119 will be met.

1145.07. CONDITIONAL ZONING CERTIFICATE AND SPECIAL PERMIT REVIEW AND CONFORMANCE

All uses specified under Section 1145.02(b) and (c) herein shall be permitted only after the review for and approval of a Conditional Zoning Certificate or Special Permit by the Planning Commission subject to Chapter 1113. Such review shall also include the review of site plan. Conditional Zoning Certificate or Special Permit approval shall also constitute Site Plan Approval subject to Chapter 1119.

1145.08. OFF-STREET PARKING AND LOADING REQUIREMENTS

As regulated by Chapter 1167.

1145.09. OUTDOOR DISPLAY AREAS

Merchandise to be sold at retail on the premises may be displayed out-of-doors except that no such display area shall be within fifty feet of any R-1, R-2, R-3 or R-4 District. Display areas shall be screened from abutting residential uses by landscaping sufficient to limit to a minimum all visual effects of such display area; such landscaped buffer shall be maintained in a neat and orderly fashion. Open air markets, which have been specifically approved by the Planning Commission may operate under the conditions of such approval. (Ord. 1986-11. Passed 3-5-86.)

CHAPTER 1155
I: Industrial District

1155.01	Purpose
1155.02	Uses
1155.03	Lot Requirements
1155.04	Yard Requirements
1155.05	Maximum Building Height
1155.06	Site Plan Review And Conformance
1155.07	Conditional Zoning Certificate Review And Conformance
1155.08	Off-Street Parking And Loading Requirements

1155.01 PURPOSE

The I: Industrial District is established to provide for and accommodate industrial uses in accordance with the following criteria:

- (a) That industrial uses should take place where public services, particularly water and sewer are available;
 - (b) That industrial uses be grouped together in districts or parks;
 - (c) That the industries be encouraged to locate in areas where there is adequate room for expansion;
 - (d) That industrial development be adequately buffered from, and not disruptive to surrounding land uses;
 - (e) That industrial development be encouraged to take place in locations where adequate transportation for employees and the shipping and receiving of materials is directly available; and
- (f) That historically or ecologically significant areas be preserved.

1155.02. USES

Within an I: Industrial District, no building, structure or premises shall be used, arranged to be used or designed to be used except for one or more of the following uses:

(a) Permitted Uses:

- (1) Parking lot and garage.

(2) Plant Greenhouse.

(3) Warehousing.

(4) Wholesale establishments.

(5) The following types of manufacturing, processing, cleaning, servicing, testing or repair activities which will not be materially injurious or offensive to the occupants of adjacent premises or the community at large by reason of the emission or creation of noise, vibration, smoke, dust or other particulate matter, toxic and noxious materials, odors, fire or explosive hazards, glare or heat, or electromagnetic disturbances:

(a) Bakery goods, candy, cosmetics, pharmaceutical, toiletries and food products, except fish or meat products, sauerkraut, yeast and rendering or refining of fats or oils.

(b) Products from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, fiber, fur, glass, hair, horn, leather, plastics, precious or semi-precious metals or stones, metal, shell, textiles, tobacco, wax, wood (where saw and planing mills are employed within a completely enclosed building), and yarns.

(c) Pottery and figurines, using previously pulverized clay and kilns fired only with gas or electricity.

(d) Musical instruments, toys, novelties, rubber, metal stamps and other small rubber products.

(e) Electrical and electrical appliances, instruments and devices, television sets, radios, phono-graphs and household appliances.

(f) Electric and neon signs, billboards and other commercial advertising structures.

(g) Laboratories and processing -experimental, film or testing provided no operation shall be conducted or equipment used which would create hazards, noxious or offensive conditions.

(6) The following uses, provided storage is within an enclosed building or an area enclosed on all sides by a solid masonry wall or a minimum six (6) foot solid, painted fence with openings no greater than fifteen percent (15%):

(a) Building materials, sales yard and lumber yard including millwork when within a completely enclosed building.

(b) Contractor's equipment storage yard or plant, or storage and rental of equipment commonly used by contractors.

(c) Fuel, food and goods distribution station, warehouse and storage, but excluding coal and coke. Flammable liquids, underground storage only if located less than 300 feet from any R District.

(d) Public storage garage and yards.

(7) The following uses may be conducted no closer than one hundred (100) feet of any R-District. Where the I District abuts upon but is separated from any R District by a street, the width of the street may be considered as part of the required setback:

- (a) Bag, carpet and rug cleaning, provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
- (b) Blacksmith, welding or other metal working shops, including machine shop operations of the tool, die and gauge types.
- (c) Carpenter, cabinet, upholstering, sheet-metal, plumbing, heating, roofing, air conditioning, sign painting, painting and other similar establishments.
- (d) Foundry, casting lightweight nonferrous metals, not causing noxious fumes or odors.
- (e) Ice manufacturing and cold storage plant; creamery and bottling plant.
- (f) Laundry, cleaning and dyeing plant.
 - (g) Repair services for machinery and equipment including repair garages and specialty establishments such as motor, body and fender, radiator, motor tune-ups, muffler shops, tire repairing sales and service including vulcanizing.
- (h) Stone or monument works not employing power tools; or if employing such tools when within a completely enclosed building.
- (i) Veterinarian hospital or clinic.
- (j) Recycling Centers.

(8) Accessory uses clearly incidental to the principal uses permitted on the same premises.

(9) Signs as regulated by Chapter 1165.

(b) Conditionally Permitted Uses: The Planning Commission may issue Conditional Zoning Certificates for uses listed herein, subject to the general requirements of Chapter 1113 and to the specific requirements of Chapter 1171 referred to below:

- (1) Governmentally owned and/or operated buildings and facilities subject to Section 1171.01(3), (7) and (9).
- (2) Truck or transfer terminals subject to Section 1171.01(45).
- (3) Oil and gas wells, drilling and operations necessary for their extraction, storage and skimming subject to Chapter 1173.
- (4) Soil removal or extraction operations for sand, clay, stone, gravel, coal and other natural resources subject to Section 1171.01(5),(12),(13),(15),(16),(17) and (20).
- (5) Public utility right-of-ways and pertinent structures subject to Section 1171.01(10).
- (6) Temporary buildings and uses incidental to construction work subject to

Section 1171.01(17) and (24).

- (7) Any manufacturing, processing, cleaning, servicing, testing or repairs of materials, goods or products, provided such operations will not be materially injurious or offensive to the occupants of adjacent premises or community by reason of the emission or creation of noise, vibration, electrical or other types of interference, smoke, dust or other particulate matter, toxic and noxious materials, odors, fire or explosive hazards or glare or heat subject to Section 1171.01(26) and (42).
- (8) Junk yards and scrap yards subject to Section 1171.01(4), (16), (31) and (44).
- (9) Sanitary landfill site subject to Section 1171.01(1), (3), (4), (16), (31) and (43).
- (10) Crematories, conditionally permitted, subject to Section 1171.01(53). (Ord. 1996-36. Passed May 8, 1996)
- (11) Child Day Care Facilities as subject to Section 1171.01(1), (2), (3), (5), (9), (11), (17) and (54). (Ord. 1996-45. Passed July 10, 1996.)
- (12) Recreational facilities subject to Section 1171.01(2), (5), (30), and (35). (Ord. 1998-73. Passed 8-12-98)
- (13) Medical Marijuana, Cultivator Level I subject to Section 1171.01(1), (2), (3), (5), (7), (9), (11), (16), (17), (25), (39), (57), (58), (59), and (60).
- (14) Medical Marijuana, Processor subject to Section 1171.01(1), (11), (16), (17), (25), (26), (39), (57), (58), (59), and (60).
- (15) Medical Marijuana, Testing Laboratory subject to Section 1171.01(8), (17), (27), (35), (57), (58), (59), and (60).

(c) **Specially Permitted Uses:** The Planning Commission may issue a Special Permit for the uses listed herein, subject to the general requirements of Chapter 1113 and to the specific requirement of Chapter 1171 referred to below:

- (1) Adult bookstores, adult motion-picture theaters and adult cabarets as restricted by Section 1171.01(49). (Ord. 1994-32. Passed 4/20/94)

1155.03. LOT REQUIREMENTS

- (a) **Minimum Lot Area:** One-half (1/2) acre.
- (b) **Minimum Lot Width at Building Line:** One hundred (100) feet.

(c) Minimum Lot Frontage: Eighty (80) feet.

1155.04. YARD REQUIREMENTS

(a) Minimum Front Yard Depth: Fifty (50) feet.

(b) Minimum Rear Yard Depth: Twenty-five (25) feet.

(c) Minimum Side Yard Width: Twenty-five (25) feet.

(d) Side Yard Width And Rear Yard Depth Adjacent To Residential Districts: The minimum side yard width and rear yard depth abutting a residential district or a street right-of-way which abuts a residential district shall be one hundred (100) feet. At least a fifty (50) foot wide strip in the 100 foot yard shall be planted and maintained for screening or camouflaging purposes according to the following specifications: (Ord. 1985-79, effective 11-16-85)

(1) The fifty (50) foot wide strip shall be planted with pine, Norway Spruce or other plants of similar screening value.

(2) Such tree shall be planted on a staggered pattern with no more than ten (10) feet between trees.

(3) Trees shall be of a species and size that will produce within two (2) years a dense screen barrier at least eight (8) feet in height.

(4) The fifty (50) foot wide planting strips shall be so located as to achieve the greatest screening or camouflaging effect. The dense screen buffer shall be maintained and any plant material which does not live shall be replaced within one year. The side and rear yard area within the planting strip may be used for off-street parking and loading space.

1155.05. MAXIMUM BUILDING HEIGHT

Fifty-five (55) feet.

1155.06. SITE PLAN REVIEW AND CONFORMANCE

All uses specified under Section 1155.02(a) herein shall be permitted only after the review and approval of site plans by the Planning Commission and upon finding by the Commission that the specific standards set forth in this Chapter and the requirements of Sections 1119.01 and 1119.02 will be met.

1155.07. CONDITIONAL ZONING CERTIFICATE REVIEW AND CONFORMANCE

All uses specified under Section 1155.02(b) herein shall be permitted only after the review

for and approval of a Conditional Zoning Certificate by the Planning Commission subject to Chapter 1113. Such review shall also include the review of site plan. Conditional Zoning Certificate approval shall also constitute Site Plan Approval subject to Chapter 1119.

1155.08. OFF-STREET PARKING AND LOADING REQUIREMENTS

As regulated by Chapter 1167.

- (54)
- (a) That an outdoor recreation or play area be provided in order to accommodate the number of children being cared for at the facility. This area shall be fenced so as to provide a secure play area.
 - (b) That a noise and visual buffer be installed on the portion of the site abutting a roadway and/or residential use.
 - (c) That the facility comply with all applicable codes, as well as the specific requirements for child day care facilities as set forth in Chapter 5104 of the Ohio Revised Code. (Ord. 1996-45. Passed 7-10-96.)
- (55) Clubs, lodges, charitable, fraternal or social organizations shall be permitted:
- (a) Where it is determined that the conditions of the property on which said use is to be permitted are not generally suitable for the construction of an industrial use, and
 - (b) Such parcel shall be less than ten (10) acres in size and shall be located on major thoroughfares or near intersections (within 500 feet of major and/or collector thoroughfares); and
 - (c) Such use may have no more than two (2) building structures together with appropriate and related recreational facilities. (Ord. 2000-16. Passed 2-16-00)
- (56) There shall be one parking space for every person that lives in said structure of building.(Ord. 2002-90. Passed Sept. 18, 2002)
- (57) Such uses shall be conducted in a commercial building meeting all applicable building code requirements (Ord. 2010-21. Passed 02-17-10).
- (58) When considering whether proposed development meets the General Standards requirement found in KCO 1107.05(a), including the requirement for developments to be "harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use shall not change the essential character of the same area" (KCO 1107.05(s)9(2)), the Planning Commission may consider all nearby properties, including properties outside the jurisdiction of the City of Kent.
- (59) Every medical marijuana facility shall comply with all licensing requirements of the Ohio Administrative Code (OAC) Section 3796. Such facilities shall operate in compliance with every State law and City ordinance.
- (60) Medical Marijuana Facilities shall not be located within 500 feet of any school (K-12), church, public park, public playground, public library, pre-school, child day care center, publically owned property, community addiction service provider, or other use established specifically for the activities of minors.
- (61) The hours of operation of a Dispensary shall be limited to 7 a.m. to 9 p.m., or other hours consistent with a Medical Marijuana Dispensary permit issued by the State of Ohio, as a condition of approval.

CRAIN'S
Cleveland Business

Northeast Ohio's premier source for business news

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Ohio's marijuana program slow to metamorphize

By Jeremy Nobile



Illustration for Crain's by Andrea Ucini

With barely five months left before the scheduled start of Ohio's medical marijuana program, the odds of having a fully functioning industry by then seem hazy at best.

The underlying implication there is that patients may not have proper access to medical marijuana when they're expected to in September. In turn, that could stymie growth of a highly anticipated cannabis industry here — one

expected to generate hundreds of millions of dollars in sales per year that is already sprouting ancillary, marijuana-related businesses.

"I think the (Ohio Department of Commerce), based on my experience with them, gets this stuff done," said Mel Kurtz, CEO of Grow Ohio Pharmaceuticals, a provisionally licensed Level I cultivator in Newton Township. "But it isn't going to be painless."

Kurtz, who also is president of Quasar Energy Group, which will provide power for the grow site, said his \$15 million-to-\$20 million facility is under construction.

He said the market may not see finished product available for purchase until late-2018. Grow Ohio probably won't have product ready until the first quarter of 2019, he said. And Kurtz doesn't expect to turn a profit for at least two years.

When pressed on how functional state officials expect the program and its underlying industry to be at that time, Stephanie Gostomski, spokeswoman for the Ohio Department of Commerce, which is overseeing many related elements of the program along with the state's pharmacy and medical boards, said the state "remains committed" to the Sept. 8 effective start date.

But many stakeholders doubt the program will be operational then for a litany of reasons.

"For anybody who tells you there is going to be a fully functional product line in September, there's no way," said the CEO for one of Ohio's provisionally licensed cultivators, who wished to remain unidentified because of the contentious nature of the licensing process and concerns about how criticism could affect their applications for other licenses to sell and process cannabis. "It's going to be very difficult. If it does happen, it won't be a full market."

Ohio is among 31 states today that have legalized marijuana for either medicinal or recreational use. Nearly every state has faced some degree of setbacks in implementation.

Naturally, it's in the best interests of those in the business of growing, processing, selling and testing marijuana to see the program roll out smoothly and in a timely fashion through an established supply chain. The same can be said for ancillary marijuana businesses, like those providing lights and packaging to facilities or any of the various other products or services supporting the industry.

Cultivators, though, who obviously need to come online first to produce the marijuana supply, are only required to be operational by the end of the year.

Lawsuits have slowed the state's awarding of its 24 cultivator licenses, which seems to have set back all other licensing.

Those suits are from applicants who weren't awarded licenses questioning the state's scoring methods. Gostomski said the state is in the process of finding a private validator to verify its scoring data — which may have excluded aspiring cultivator PharmaCann Ohio Inc., which applied to run a grow facility in Buckeye Lake, from getting a license because of scoring errors. (The state is considering awarding a 25th grow license to that firm, but it hasn't done so yet.)

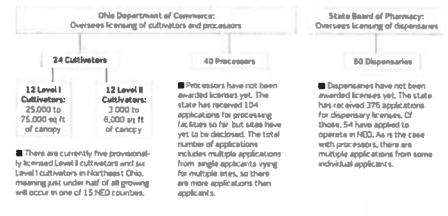
Those lawsuits are typical in every state where applicants are denied licenses, said Kevin Murphy, a Cleveland-based attorney with Walter | Haverfield who works with marijuana businesses across the country. So it's a hurdle every state-sponsored program faces.

And while Murphy said he believes the state is doing a "nice job" handling those suits, they still can hinder a program's development all the same.

"I believe you have flower, maybe some other types of oils or products available (in Ohio), but you're not going to have a fully functional marketplace for 12-18 months," Murphy said. "Right now, you have some potential license holders who haven't even bought their machines yet. It's going to take time."

How Ohio's marijuana industry is organized

The Ohio Medical Marijuana Control Program, established by HB 523, will take effect Sept. 8, 2018. Initially, the state is licensing a maximum of 24 cultivators — 12 Level I (between 25,000 - 75,000 square feet of canopy, or plant spread) and 12 Level II (up to 3,000 - 6,000 square feet of canopy) — 40 processors and 60 dispensaries.



Murphy pointed to programs in states such as Pennsylvania and Maryland, where dispensaries had lines out the door on the first day of operation. In the best scenarios, some products are available, but demand typically far exceeds supply until the market has some time to grow into itself.

The "smarter operators," he said, have built delays into their business plans.

"Things are slowing down, and we have built that into our plans," said the Ohio cultivator who prefers to remain anonymous. "We got a worst-case scenario built in of the market delaying until next year."

That person, whose facility is under construction, said a grow cycle is about 20 weeks. And that doesn't account for time for drying, curing and packaging products.

So putting aside that businesses can't make contracts yet with testing labs and distributors or any other companies in their supply chains because of licenses yet to be awarded, among other uncertainties, if a cultivator is ready to plant in May, their first harvest wouldn't come up until practically early September.

"So look at where we are now and where we're supposed to be in September," the cultivator said. "That's why you're going to have little to no market then."

Some ancillary businesses counting on an industry running at full steam this year could be "in for a rude awakening" come September, said David Croft, a Cleveland-based attorney with Meyers Roman Friedberg & Lewis working with several marijuana-related businesses.

"And I would be very concerned if I were someone trying to meet these deadlines and I have a processing or cultivation license," he said.

'Hurry up and wait'

It's very much a "hurry up and wait" situation, said Jonathan Cachat, CEO of marijuana research and consulting firm CCV Research (the acronym stands for Conscious Cannabis Ventures) and director of laboratory sciences at Hocking College in Nelsonville. Cachat founded CCV in California in 2014 but returned to Northeast Ohio last year to work with Hocking. He's helping the school as it seeks one of the state's licenses for a university-run cannabis testing facility, which he'd oversee if the school gets a license. The lab itself is estimated to cost about \$5 million and employ a dozen people.

The school announced last September that it was seeking a license. And Cachat is frustrated because he feels there's been little movement from the state on licensing the school or not.

And while some stakeholders have praised the state for its handling of the licensing and for being open and transparent about that process and development of the medical program, others have been more critical. That includes Cachat, who said he feels there's been a "lack of stakeholder engagement" and "miscommunication."

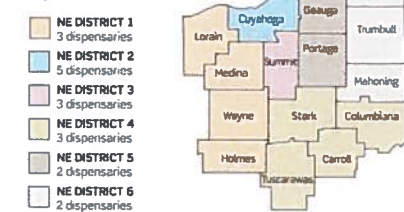
"Everybody that has experience in the cannabis industry knew the September deadline was never going to be met," Cachat said. "They were all gung-ho about meeting deadlines, that it would be no problem. But we're sitting in the peanut gallery rolling our eyes like, you guys are way off on this."

Maybe dispensaries will be open and product could be moving through the supply chain, he said. "But will any legitimate physicians recommend Ohio medical cannabis? Will patients be able to purchase products off shelves on Sept. 8 this year? There's no way."

The licensing lawsuits Ohio is facing, Cachat contends, could've been avoided — or possibly even better managed — if officials listened more closely to outside experts and took better clues from other states.

Northeast Ohio dispensaries

The board of pharmacy has created four districts to manage how many dispensaries will go where. Population density is one of the largest factors in determining where those sites are being allocated. Initially, 30% of all Ohio dispensaries will be based in Northeast Ohio's six sub-districts — the highest density of dispensaries of the state's four quadrants. Five of those dispensaries will be in Cuyahoga County/Cleveland, which ties it for the most in any one county with Franklin County/Columbus.



\$200 million to \$400 million

Amount Ohio should generate in annual retail sales via dispensaries once the market matures. Some groups' early estimates project \$154 million in sales in 2019 and \$226 million in sales by 2021.

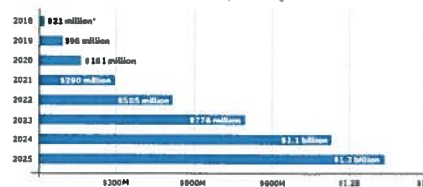
100,000

Size of the patient pool several years after the first dispensaries open. This number could reach 200,000 when the industry is in full swing.

Sources: Marijuana Business Daily, New Frontier Data/Frontier Financial Group, National Cannabis Industry Association of Ohio

Projected revenue of Ohio's medical marijuana market

According to the Frontier Financial Group, Ohio's medical marijuana revenue will grow 55% between the first full year of operation, 2019, to 2025. Note: 2018 revenue is based on September through December.



"I'm frustrated because all of this hoopla and rip-roar could've been avoided should they just engage with people who knew these problems were coming from the very beginning," he said. "It's a simple matter that they could've avoided this by engaging stakeholders in Ohio who have been through this process before in other states. There is certainly no shortage of them here."

Meanwhile, processors, dispensaries and testing facilities have yet to receive any provisional licenses, which is stalling efforts to build out those facilities.

Combined, these issues are casting a cloud of uncertainty over how prepared Ohio will truly be for its medical marijuana program to be running effectively come September.

"I'm hearing a lot of skepticism about it. But I do think it's still doable to see patients be able to purchase medical marijuana in September," said Thomas Rosenberger, executive director of the National Cannabis Industry Association of Ohio, a trade group. "We're not out of the woods yet, but it's not out of the question. Issuing licenses, certificates of operation, getting doctors registered to recommend it all are things that still need to happen."

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Banks hedging at working in marijuana space

The feds' reluctance to legalize has many financial institutions on edge

By Jeremy Nobile



Illustration for *Crain's* by Andrea Ucini

FunkSac CEO Garrett Fortune has been kicked out of multiple banks due to how his packaging products serve the world's legitimate marijuana industry and the drug's federal prohibition in the United States.

He's getting banked today thanks to finding a financial institution who has agreed to work with him in Colorado. But ahead of that, he reworked his business plan.

FunkSac — which was founded on Cleveland's West Side and manufactures its odor-proof, child-resistant bags and packaging products here, but has co-headquarters in Denver — now has both a wholesaler and distributor between them and any firms that actually touch the cannabis plant. That extra distance insulates them to a level that makes them more likely to be banked, even though their products exclusively target the marijuana sector (which is being required to use child-resistant packaging).

"Banking is still an issue. It's just a matter of being more creative. Ancillary businesses have it a little bit easier, though," Fortune said. "People touching the plant need to get a solution for their banking because it just hasn't been favorable for them. I don't see a solution so far in Ohio. And I haven't seen (lawmakers) propose anything that looks like it'll work."

Like businesses across the country, those in Ohio are grappling with how to access the banking system as state laws providing for a medical marijuana program here compete against federal prohibition and an administration indicating it could still go after the cannabis industry — even as public sentiments toward legal marijuana are as positive as ever.

Beyond ancillary businesses like FunkSac, several of Ohio's provisionally licensed cultivators new to the marijuana business have been challenged to find institutions that will work with them. And other companies coming online will continue to face the same challenges.

Having a bank is required when applying for state licenses to grow, process and sell marijuana. But when banks — particularly the largest commercial banks with federal charters — learn a company they may already be servicing is in the marijuana industry, which can happen when a bank is digging through a firm's paperwork, they'll often shut down the related accounts. Most of the big banks in this market have done that, including KeyBank, Huntington Bank and PNC Bank.

Some Ohio lawmakers are proposing a closed-loop payment system they feel could address the banking issues. But many stakeholders in the marijuana and banking sectors aren't impressed and say that system could actually impede patient access and possibly even discourage banks themselves from serving the market.

Until federal laws address the marijuana industry and recognize its legitimacy, these challenges will only persist. And that will continue to force businesspeople to access the banking system by surreptitious means and make risk-averse financial institutions constantly fearful of a governmental crackdown.

"Banking has been and continues to be a big issue in the cannabis space here and throughout the country. And it's a fix that needs to come from Congress," said Thomas Haren, a Cleveland-based attorney with Frantz Ward working with several marijuana-related businesses. "Absent Congressional action, this is probably going to continue to be a problem."

Banks (quietly) stepping up

Mel Kurtz, CEO of Grow Ohio Pharmaceuticals, which is building a Level I cultivation facility in Newton Township, said he's already had some accounts shut down. He declined to name any banks that did so.

That alone has created some challenges for cultivators at this budding stage of development. Some businesses are struggling to keep checking accounts. Banks won't lend to the industry, so all the aspiring cannabis entrepreneurs are being backed in cash. And investments in the business are being made in cash.

Word is some banks and credit unions are coming online to serve these businesses, but they're all doing so under the radar of the public eye. According to a recent report in *Forbes*, the number financial institutions actively banking the cannabis industry as of January had increased 18% from the prior year.

Stakeholders say the board of one Ohio community bank voted this month to work with marijuana businesses, but they've wished to remain unidentified.

Wright-Patt Credit Union in Beavercreek has provided an account to the Ohio Regional Cannabis Chamber of Commerce, said founder Jeff LaFollette. But the credit union did not respond to a request for comment.

Concerns of a federal crackdown have only become more acute under Attorney General Jeff Sessions as the Department Of Justice in January rescinded the Obama-era Cole Memo — a move that effectively prevented federal resources from

being used to go after states with some kind of marijuana program.

However, guidance from the Financial Crimes Enforcement Network (FinCEN) clarifying the Bank Secrecy Act — the act requiring banks to track the flow of money, which also applies to identifying money otherwise collected through illegal means, like a federally prohibited marijuana industry — and describing how financial institutions could serve marijuana-related businesses despite the drug's Schedule 1 status still exists. That guidance was built on the Cole Memo, though, which is gone.

It's a confounding topic in the marijuana industry, said Thomas Rosenberger, executive director of the National Cannabis Industry Association of Ohio, a trade group.

Some banks and credit unions are, indeed, stepping up to serve the sector, he said, even though that requires more extensive (i.e. costly) oversight of those related accounts that might be hard for a small bank or credit union to justify despite the payoff of those customers' deposits. And then there's still the underlying concern of the federal government deciding to go after banks engaging the industry.

"It's a very touchy topic at this point," Rosenberger said. "Banks who do come online make folks sign non-disclosure agreements."

Closed-loop likely not the answer

Ohio lawmakers in February proposed two identical bills involving the banking issues. Those issues largely force marijuana-related companies to deal in cash because of their lack of access to the financial system, raising safety concerns. Those bills — HB 495 and SB 254, introduced by state Rep. Bill Seitz and state Sen. Lou Terhar, respectively — would require any medical marijuana-related businesses to use designated financial institutions for transactions.

It would operate in a convoluted closed-loop system that would allow the tracking of money like the government wants. But the proposed system involves patients getting a debit card they would exclusively use to buy marijuana, which they'd load with funds at a shop overseen by the state, like a liquor store.

The motivation for the closed-loop system seems purely based in tracking the money, not in fixing actual banking problems, protecting banks serving the industry or encouraging patient access.

"Whether you support or oppose Ohio's Medical Marijuana legislation, we all should share a desire that the program be operated with tight controls to prevent tax evasion, money laundering and unsavory characters becoming involved in the distribution chain," said Seitz during testimony in March, according to Columbus' *The Daily Reporter*. "We all should desire a system that lets the state carefully monitor who is recommending medicinal marijuana, who is buying it, and how often.

"After all, we learned these lessons the hard way with the opioid crisis and the pill mills, which we finally reined in after years of overprescribing, abuse and black market sales."

Seitz did not respond to a request for comment.

Patient advocates argue that method would overly complicate the system for buying marijuana, thereby hindering access to the drug — and providing access is the entire point of the medical marijuana program.

"I've heard some rumblings that the state might do this even if banks do step up, and I don't understand that," said Kevin Murphy, a Cleveland-based attorney with Walter | Haverfield who represents a variety of marijuana-related businesses in the country. "What's the purpose of doing this if private banks are willing?"

"And if the state gets involved, it could discourage banks getting involved because they don't want to compete with the state," Murphy added. "It also adds another step for the patient to take in order to get their medicine. That's not good for the patient, and it's not good for the business."



BLOOMBERG

And stakeholders in the banking industry say the closed-loop system does nothing to correct any of the underlying issues holding banks back from serving the cannabis sector.

"Our perspective on this is there needs to be some kind of coming together between state and federal law on it," said James Thurston, spokesman for the Ohio Bankers League trade group. "Apart from anything else, this is a huge public safety issue. It doesn't make sense to have people walking around to do things like pay taxes and make payroll with literally trash bags full of cash. And the issue will only get worse as more money comes into the system and more states come online with medical marijuana."

Closed-loop systems have been proposed elsewhere, including Colorado, but they've all fizzled because of their apparent ineffectiveness in a marijuana program and surrounding legal issues.

After all, if a state is facilitating transactions in the marijuana sector that would seemingly be a clear breach of federal law.

So a closed-loop system — which has been proposed in Ohio at other times in the past — is likely flawed from the very start. And the odds of it being implemented in Ohio or anywhere else are incredibly slim.

"(Lawmakers) are being creative and trying to address this, and we commend them for that," Thurston said. "But until there is a change at the federal level with how marijuana is classified, or one of these bills is passed to hold financial institutions harmless from banking marijuana-related businesses, you are still going to be breaking federal law."

"We will continue to work with the legislature as we always do," Thurston added. "But you can't get around this conflict between state and federal law."

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Northeast Ohio's premier source for business news

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Cannabis school startup has local roots

By Jeremy Nobile



Photo by CONTRIBUTED PHOTO

Austin Briggs founded the cannabis school because he believes there was a lack of quality educational options in the field.

Almost immediately after the Cleveland School of Cannabis began its first introductory classes on marijuana in January 2017, the facility's small staff was overwhelmed with interest from prospective students.

"It was crazy. We just weren't ready for the demand," said founder Austin Briggs. "The phone was ringing off the hook. We had to turn it off."

But it was a good problem to have.

"At that time, that's when I realized we were really on to something."

Briggs' for-profit school — which was originally dubbed the Cleveland Cannabis College, but the "college" needed dropped before getting state approval — marked its official launch in Independence with those first classes last year. It's a unique fit for the nascent marijuana industry not just in Ohio — which is preparing for a medical marijuana program to take effect Sept. 8 — but across the country.

In December, after just less than a year in business, the school received state approval from the Ohio State Board of Career Colleges and Schools. That appears to make it the only state-approved cannabis career school east of Colorado and one of just a few of its kind in the country.

Briggs saw a need for education in the budding cannabis industry first-hand after working with a friend's cultivation operation in California, which eventually put him on the path to creating the Cleveland school. But he was unsure of how the market would really react — or whether the operation would even be welcomed in Ohio where Briggs said he faced a lot of pushback on the local level.

"It was a big if to our company," Briggs said. "We knew we could sell these intro classes. But no one has had a certificate program before, at least not like this."

Students are already flocking from across the country for the classes, Briggs said. Several fly to Cleveland from out west, where the school is coordinating internships at cultivation sites in Oregon. One student has driven up from North Carolina.

After a busy first year, the school is now poised for explosive growth as it fills an unmet need in the marijuana sector for skilled workers.

Briggs didn't always have such a promising business in the cannabis sector in front of him. He wasn't even thinking of getting in the industry in some form a few years ago, let alone running a school supporting it. Indeed, Briggs's history with marijuana had actually caused some troubles for him in the past.

From LA to Ohio

Briggs, 31, a native of Cleveland Heights, was kicked out of his house at 17 by his mother for using marijuana. Looking back, he said he shouldn't have been using the drug recreationally while in high school. But he also doesn't agree with having been kicked out. (He said his relationship with his mother today is very good.)

After graduating from Kent State University in 2010, where he studied entrepreneurship, Briggs bought and flipped his first house, using some of the money to move to Los Angeles. In California, Briggs moved into a spare space in a buddy's studio, where he continued some of his work with photos and videos and matriculated into sound engineering.

But he was unfulfilled and quickly tired of the "egos in entertainment."

Briggs learned of a friend's cultivation operation and invested around \$15,000 of his savings into it. (That facility no longer exists, but the business owner now runs a California marijuana processing plant.)

"After getting kicked out of my house for using cannabis, I thought the illegality of using cannabis created social issues that I could feel good about changing," Briggs said.

But he realized he knew nothing about the business. So he sought education. There was only one or two schools in the country doing that, but Briggs felt the programs weren't very rigorous.

Meanwhile, while helping with the grow site, Briggs saw a lot of turnover in staff and wondered why there wasn't a school offering some certified programs.

"I realized there was a great need on the business side and everything was pointing toward education being a huge opportunity in the sector," he said. "I'm thinking, I'm going to be the leader in cannabis education. This was a huge opportunity I couldn't pass on."

Briggs then looked to establish his school in Northeast Ohio. It would've been easier to do so out West, but he returned to the state to be closer to his now 4-year-old son. Between late summer and fall 2016, Briggs began seeking space around Cleveland and set up a website.

Seven months later, the school essentially was set up.

The next level

Briggs bought and flipped another house in Cleveland Heights from the county land bank, using the proceeds to pull a \$65,000 line of credit to fuel the business. His connections in the sector, along with a partnership he struck with Pennsylvania-marketing firm Faces International, helped connect him with advisers and instructors to get the school started up.

Today, the school counts a staff of eight plus 10 instructors (two of whom are on staff). The school takes up about 4,400 square feet of space on two floors in its Independence office building.

It logged revenue of \$360,000 in 2017 — which excludes another \$270,000 in receivables for courses some students are still paying off (a payment plan lets course takers cover 40% of their costs upfront then pay the rest down).

The cannabis school has three different programs. Horticulture starts with plant basics then grows into marijuana. The business course covers how to run a dispensary and cultivation center. And the medical applications course is targeted toward education for doctors. An executive program brings all three programs together.

"There are lots of people from outside the industry trying to get involved," Briggs said. "And that's who we decided to cater to."

The school, citing research from marijuana staffing and human resources agency Mary Jane Staffing, estimates Ohio will have 2,000 jobs as the young industry — limited in the number of state-awarded operating licenses available — becomes operational. The firm estimates there are 200,000 jobs today in the country in the cannabis industry, and it expects that number to grow to 630,000 by 2025.

"We have thousands of jobs in the industry becoming available and no qualified people to take them," Briggs said. "Sometimes people are hired from out of state. And the perception is these people know what they're doing, but you can't really know. They'll sell you on the fact they've been in a mature market. But that doesn't mean they know what they're doing."

One of the school's first instructors, who still teaches there, is Rob Ryan, executive director of the Ohio Patients Network. The group formed in 2001 with the express purpose of legalizing cannabis for medical use.

"This is preparing a workforce for an up-and-coming economic activity," Ryan said. "So I applaud what they're doing."

Ryan is closely plugged in to all of the state's efforts to legalize marijuana in the past 17 years, often consulting with stakeholders and politicians across the country.

"I've had some discussions with some manufacturing types out of state and one of the things I hear is that they take someone into processing or extraction, it takes some time to get them trained," Briggs said. "This training (from the school) cuts down on their training, which is time they could be doing something else. So I think it's a great thing. And I'm surprised he doesn't have some competitors."

Briggs said he's working to launch online courses in the fall. He's also considering an expansion across Ohio with possible satellite offices in either Columbus or Cincinnati. He also wants to set up internships and tours with Ohio companies — but it's a little too early, and laws here may be too onerous, for that to happen just yet.

Later this year, he'll likely be looking for more investors to help take the business to the next level.

But the response from possible funding sources in Ohio has been tepid thus far.

"As hard as it is to raise money here, it's as easy in California or Colorado," Briggs said. "I would advise the investment community here to wake up or they're going to miss out on a lot of opportunities."

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City of Kent, Ohio

Office of the City Manager

To: Dave Ruller, City Manager

From: Harrison Wicks, Assistant to the City Manager *HW*

Date: March 28, 2018

RE: New Special Event Application - Hammy 'Hometown Hero' 5K

The City Manager's Office has received a special event application for a new event known as the Hammy 5K race and requires council approval. This event has been held in previous years with the routes remaining solely on the Kent State University campus. This is the first year the race organizers would like to use portions of road located in the City of Kent.

The proposed route of the Hammy 5K race is planned to use portions of Summit Street on the west and east side of State Route 261, connected by the pedestrian bridge and portions of Hodgeman and Horning Roads.

The Hammy 5K race is held in conjunction with an annual event at the Kent State Dix Fieldhouse to celebrate the life of Adam S. Hamilton and raise awareness for the Adam S. Hamilton Memorial Academic & Athletic Scholarship Fund.

Adam, a native of Kent, Ohio, graduated from Theodore Roosevelt High School in 2007. While in school, Adam was an All-American lacrosse player, the hockey career-goals record holder and played linebacker/wide receiver on the state-playoff football team. Adam joined the US Army in 2009 and was deployed to Afghanistan in February 2011. On May 28, 2011, Adam died of wounds sustained from an improvised explosive device (IED) during a night mission in Haji Ruf, Afghanistan, at the age of 22. He was posthumously awarded the Bronze Star and Army Commendation Medal.

Please let me know if you have any questions concerning the attached materials or if you need any additional information.

Thank you.

cc: Tara Grimm, Clerk of Council

APPLICATION FOR SPECIAL EVENT PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC. City of Kent, 319 S. Water Street, Kent, OH 44240

NAME OF EVENT The Hammy 5k & WOD

ORGANIZATION SPONSORING EVENT The Adam Hamilton Foundation

APPLICANT NAME Jay Toole

PHONE 216-870-4902

ADDRESS 585 Columbia Rd. Bay Village, OH 44140

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

Jay Toole – Event timer and course setter – 216-870-4902

Alyssa Mazey – Race Director – 330-672-2693

DATE OF EVENT May 19, 2018 NO. OF PARTICIPANTS 300

REQUESTED PERMIT TIME: Start Set up 6:30 AM Start Event 8:00 AM

End Event 9:00 AM End Cleanup 9:15 AM

IF PARADE: STARTING POINT Dix Stadium ENDING POINT Same as start

USE OF CITY WATER NEEDED? NO

(IF YES, PLEASE EXPLAIN)

USE OF CITY ELECTRIC NEEDED? NO

(IF YES, PLEASE EXPLAIN)

In addition to the application please submit the following information:

- Attach map to application showing proposed streets to be blocked off for event, and route of parade or race. (May be hand drawn.)
- Proof of Insurance is required before permit can be issued.
- Please attach list of possible vendors/booths to be part of event (food, retail, etc.).

Please submit application for permit at least 30 days in advance, but no sooner than one year in advance. For additional requirements please review Chapter 316 of The Codified Ordinance of the City of Kent. Please be advised that the use of marking paint on City pavement, curbs, sidewalks or other property is prohibited except if purchased at cost from Service Department (330-678-8105).

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.

Jay Toole
Name of Applicant


Signature of Applicant

Office Use. Do not write below this line. Sent to:
Safety, Service, Fire, Police, and Health Departments for review and approval
via _____ on _____.

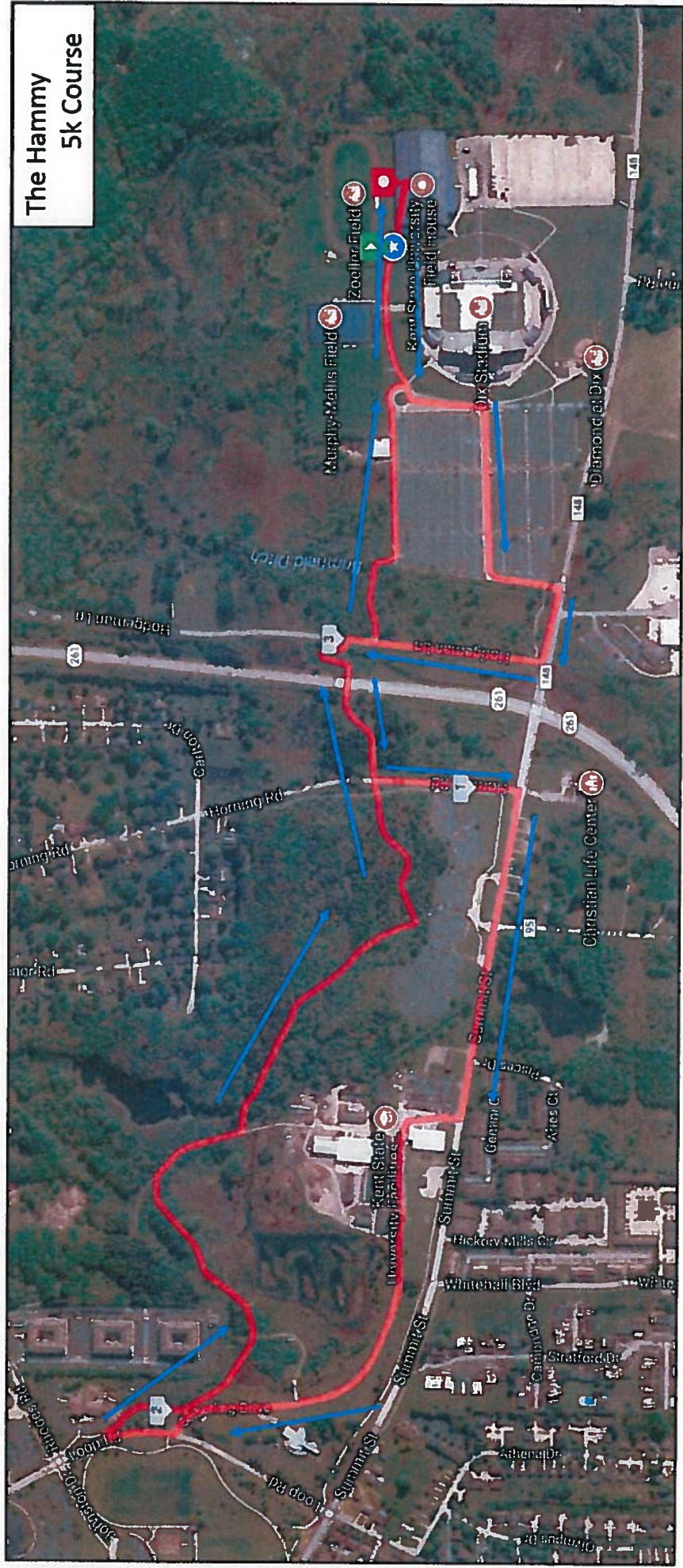
MEMORANDUM AGREEMENT YES NO
APPLICATION APPROVED _____ APPLICATION DISAPPROVED _____

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

Law Director Date

IF APPLICATION IS APPROVED, PERMIT WILL BE ISSUED BY THE CITY MANAGER.

The Hammy 5k Course





CERTIFICATE OF LIABILITY INSURANCE

RUNIV-2

OP ID: RM

DATE (MM/DD/YYYY)

03/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W. J. Flaherty Co. Inc. 5194 Richmond Road Bedford Heights, OH 44146 Daniel K Toole	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Runiversity LLC Jay Toole 585 Columbia Road Bay Village, OH 44140	INSURER A: Cincinnati Insurance Co NAIC # 10677	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ENP0308754	01/15/2018	01/15/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			EBA0308754	01/15/2018	01/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> OCCUR				AGGREGATE \$
			<input type="checkbox"/> CLAIMS-MADE				\$
	DED		RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Kent is named Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

City of Kent 320 S. Depeyster Street Kent, OH 44240	KENT--1
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>David Paul</i>	

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TRAVELING STANZA/UTILITY BOX ART AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO (hereinafter referred to as "City"), KENT STATE UNIVERSITY, specifically the Wick Poetry Center (hereinafter referred to as "KSU"), and MAIN STREET KENT (hereinafter referred to as "Main Street").

WHEREAS, the above parties entered into an MOU on June 1, 2016 to install Traveling Stanza artwork on utility boxes in Downtown Kent (Exhibit A); and

WHEREAS, the Traveling Stanza artwork installed on the utility boxes has met the desires of the above parties; and

WHEREAS, the above parties desire to expand the installations of Traveling Stanza artwork on utility boxes in Kent;

NOW, THEREFORE, for mutual consideration, it is agreed between the parties as follows:

- A) The City will provide up to an additional seven (7) utility boxes as indicated on the map attached hereto as Exhibit "B" and made a part hereof, for the purpose of decorating with traveling stanza art.
- B) The City will maintain ownership and control of the additional utility boxes.
- C) KSU will provide the artwork for the additional utility boxes and KSU shall own the artwork developed for the project.
- D) Main Street will make application to and pursue approval from the architectural review board for the installations.
- E) The artwork may not be used for other purposes without the express written consent of KSU.
- F) KSU will provide the design, fabrication, hardware and specifications to install the audio components for the artwork.

- G) The City will contribute up to \$7,000.00 for this project. This includes preparing the additional boxes for application of the artwork, printing the artwork and applying the artwork.
- H) KSU will contribute approximately \$_____ for this project.
- I) The project will initially last two (2) years. There will be automatic one year renewals of the project after the initial two (2) years.
- J) Artwork placed upon the utility boxes may be changed by agreement of the parties.
- K) Main Street will provide routine maintenance of the additional installations, including cleaning, checking/replacing batteries for the audio components and removing graffiti.
- L) If the City elects to remove artwork from the additional utility boxes prior to the end of the two (2) year period for reasons other than technical problems caused to the public infrastructure, as determined by the City, the City shall reimburse KSU's portion of the cost of the artwork for said utility box pro-rated to the length of time the art was not displayed, against the two (2) year initial commitment.
- M) The City can remove artwork after the initial two (2) year period without penalty.
- N) The City will bear the costs of removing the artwork from the utility boxes.
- O) This Agreement may be terminated by any party after the initial two (2) year period, by giving ninety (90) days written notice of the termination to the other parties.
- P) The Agreement will begin on the date that all of the parties have executed this Agreement.

IN WITNESS WHEREOF, the parties hereby acknowledge said agreement by their signatures below.

KENT STATE UNIVERSITY

By: _____
Its: _____

Date

Address: _____

THE CITY OF KENT, OHIO

By: _____
Its: City Manager

Date

Address: _____

Approved as to form by:

MAIN STREET KENT

By: _____
Its: _____

Date

Address: _____

Certificate of Director of Budget and Finance

It is hereby certified that the amount SEVEN THOUSAND Dollars (\$7,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the General Fund (001) free from any obligation or certificates now outstanding.

Dave Coffee, Director of Budget and Finance

Date

Exhibit A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the CITY OF KENT, OHIO (hereinafter referred to as "City"), KENT STATE UNIVERSITY, specifically the Wick Poetry Center (hereinafter referred to as "KSU"), and MAIN STREET KENT (hereinafter referred to as "Main Street").

WHEREAS, the above parties would like to integrate public art into downtown Kent with ties to KSU, consistent with the City and KSU Kent Public Art Plan; and

WHEREAS, the Traveling Stanza Art Project currently consists of displayed art and poetry that can be read and heard throughout the KSU campus; and

WHEREAS, it is believed that incorporating the stanza's in downtown Kent would add public art elements to the downtown and reinforce town-gown relations; and

WHEREAS, it is believed that applying the stanza's to existing utility boxes would enhance the utilitarian manner of the boxes and would reduce graffiti; and

WHEREAS, adopting the traveling art stanza's will provide a distinctive, unique pedestrian experience that will help make Kent a cultural destination; and

WHEREAS, the City owns several utility boxes in the downtown area as shown on the map attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, no private utility boxes shall be used in the project without the express, written consent of the utility company which owns the box in question; and

WHEREAS, the parties wish to try the Traveling Stanza Art project in downtown Kent for a minimum of two (2) years.


NOW, THEREFORE, for mutual consideration, it is agreed between the parties as follows:

- A) The City will initially provide seven (7) utility boxes as indicated on the map attached hereto as Exhibit "A" and made a part hereof, for the purpose of decorating with traveling stanza art.
- B) The City will maintain ownership and control of the utility boxes.
- C) KSU will provide the artwork for the utility boxes and KSU shall own the artwork developed for the project.

- J
- D) Main Street will make application to and pursue approval from the architectural review board for the installations.
 - E) The artwork may not be used for other purposes without the express written consent of KSU.
 - F) KSU will provide the design, fabrication, hardware and specifications to install the audio components for the artwork.
 - G) The City will contribute approximately \$12,000.00 in startup costs for this project. This includes preparing the boxes for application of the artwork, printing the artwork and applying the artwork.
 - H) KSU will contribute approximately \$20,000.00 in startup costs for this project.
 - I) The project will initially last two (2) years. There will be automatic one year renewals of the project after the initial two (2) years.
 - J) Artwork placed upon the utility boxes may be changed by agreement of the parties.
 - K) Main Street will provide routine maintenance of the installations, including cleaning, checking/replacing batteries for the audio components and removing graffiti.
 - L) If the City elects to remove artwork from the utility boxes prior to the end of the two (2) year period for reasons other than technical problems caused to the public infrastructure, the City shall reimburse KSU's portion of the cost of the artwork for said utility box pro-rated to the length of time the art was not displayed, against the two (2) year initial commitment.
 - M) The City can remove artwork after the initial two (2) year period without penalty.
 - N) The City will bear the costs of removing the artwork from the utility boxes.
 - O) This Agreement may be terminated by any party after the initial two (2) year period, by giving ninety (90) days written notice of the termination to the other parties.
 - P) The Agreement will begin on the date that all of the parties have executed this Agreement.

IN WITNESS WHEREOF, the parties hereby acknowledge said agreement by their signatures below.


KENT STATE UNIVERSITY

By: 
Its: Director, Wick Poetry Center
Address: 126 S. Lincoln St
Kent, OH 44242

5/31/16
Date

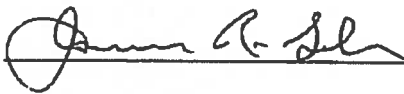
Approved as to form by:

THE CITY OF KENT, OHIO

By: 
Its: City Manager
Address: 319 S. Water St.
Kent OH 44240

5-25-16
Date

Approved as to form by:



MAIN STREET KENT

By: Heather Malancik
Its: Executive Director
Address: 138 E. Main St. Suite 201B
Kent OH 44240

6/1/16
Date

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

It is hereby certified that the amount of (\$12,000.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the City Treasury or in the process of collection to the credit of 302 Fund free from any obligation or certificates now outstanding.

Date

6-2-2016

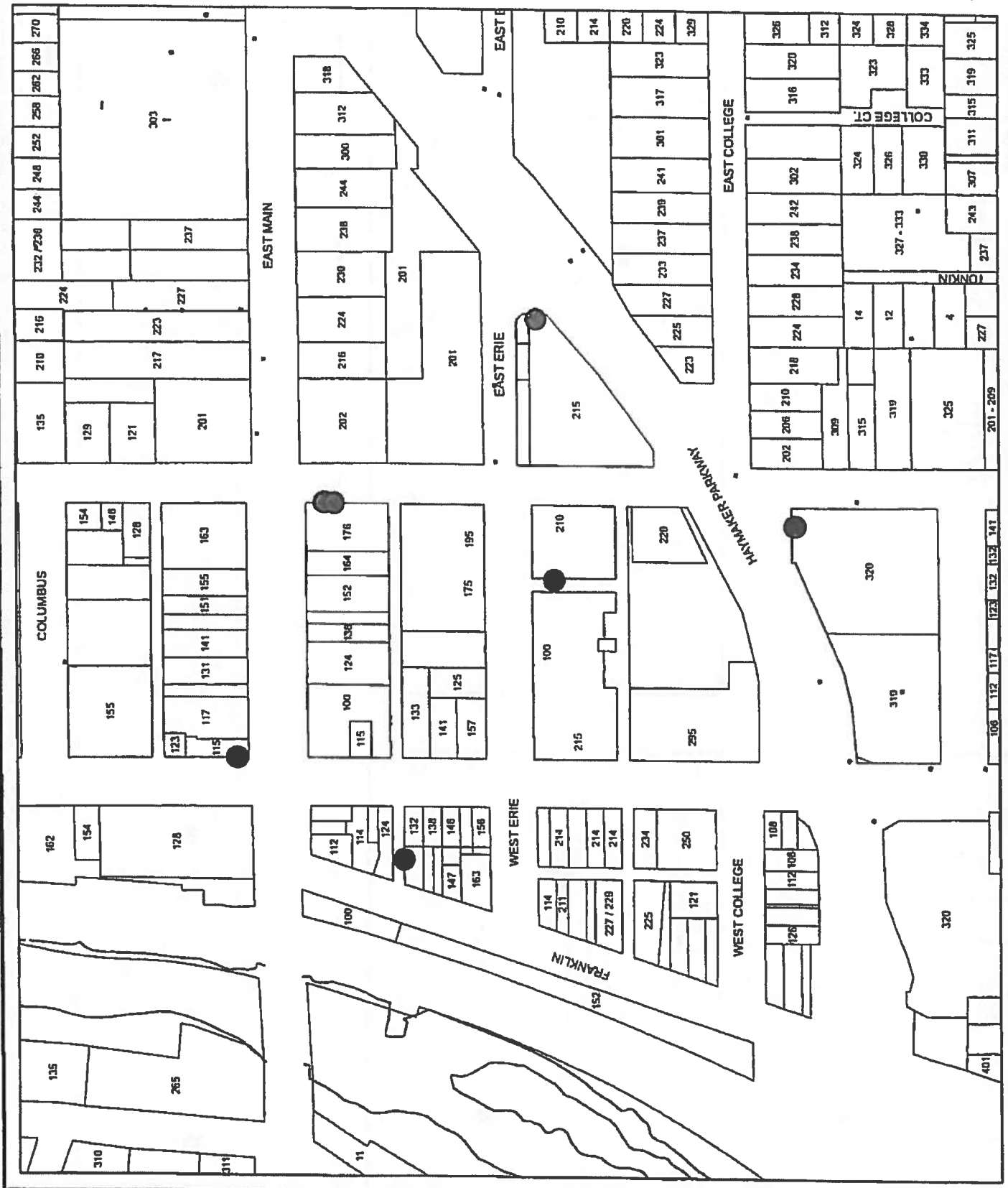
David A. Coffee
David Coffee
Budget and Finance Director

Utility Box Art Locations

EXHIBIT A

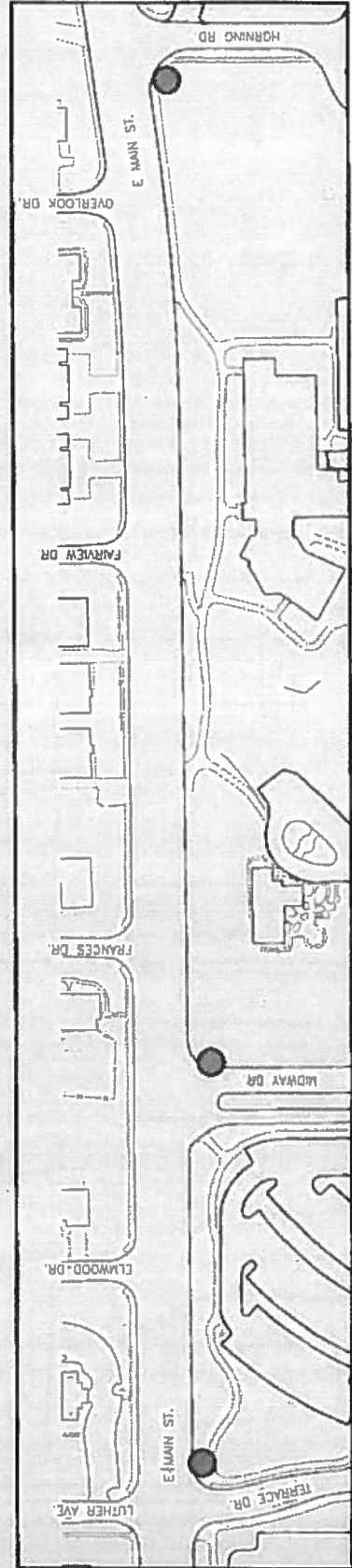
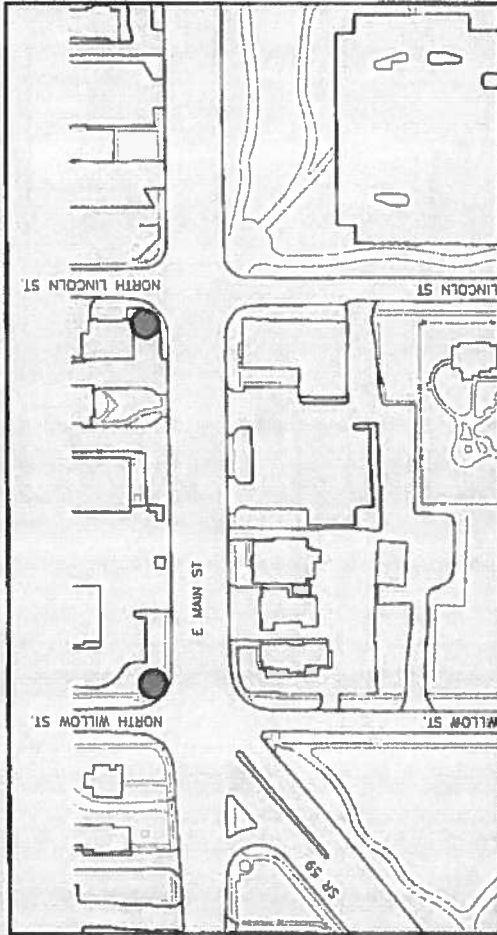
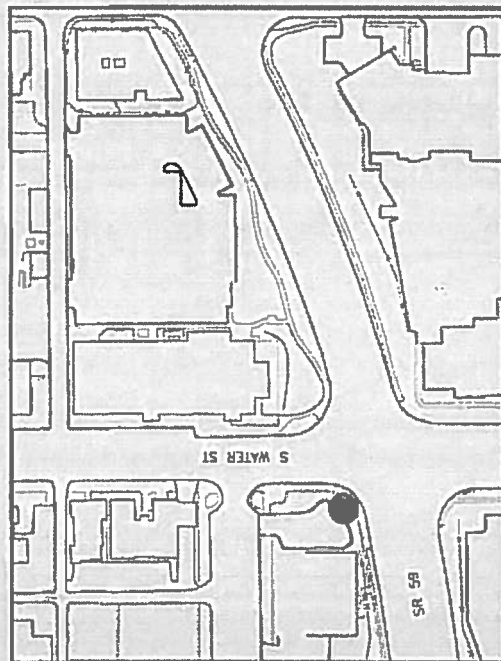
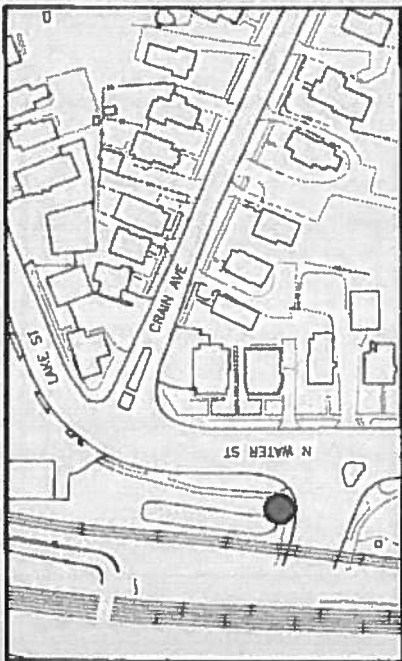


80 40 0 80 Feet



Utility Box Art Locations — Phase 2 —

Exhibit B



● : Phase 2 Locations
Scale: 1"=200'



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

To: Dave Ruller, City Manager
From: David A. Coffee, Director of Budget and Finance
Date: March 27, 2018
Re: FY2018 Appropriation Amendments, Transfers, and Advances

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

Fund 001 – General

Increase \$ 1,800 Mayor / Personnel – Addt'l funding to support annual salary increase for Mayor's position approved by KCC Ord. #2018-12 on 01/17/2018.

Increase \$ 41,000 Miscellaneous & Sundry / Standing Rock Cemetery – Addt'l funding for increased property tax millage approved by KCC/Franklin Township Joint Resolution #2017-32.

Increase \$ 21,000 Health Department / Other (O&M) – Addt'l funding to expend remainder of EPA Grant for Mosquito Control per J. Neistadt 3/27/2018 memo.

Fund 107 – Food Service

Increase \$ 19,754 Food Service (Health Dept) / Other (O&M) – Addt'l funding to expend FDA Grant for Food Services per J. Neistadt 3/27/2018 memo.

Increase \$ 3,000 Food Service (Health Dept) / Other (O&M) – Addt'l funding to expend FDA Grant for Food Services Travel per J. Neistadt 3/27/2018 memo.

Fund 126 – Community Development Block Grant (CDBG)

Increase \$ 75,000 Community Development-CHIP RLF / Other (O&M) – Addt'l funding to enable CHIP 2018 Housing Rehab activity per B. Susel 3/23/18 memo.

Increase \$ 322,227 Community Development – RLF / Capital – Addt'l appropriation to fund CDBG/RLF contribution to Cedar Street Reconstruction Project per B. Susel 2/27/18 memo.

April Council Committee Requests Continued -

The following intra-fund transfers/advances are hereby requested:

Operating Transfer	\$ 100,000.00	From: Fund 001 / General Fund -
		To: Fund 126 / Community Development Block Grant (CDBG). – Transfer to CDBG to reconcile cumulative unreimbursed prior year expenditures.
Advance	\$ 75,000.00	From: Fund 116 / Income Tax Fund -
		To: Fund 126 / Community Development Block Grant (CDBG). – Advance to CDBG to fund current year unreimbursed planned expenditures.



**CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE**

To: Dave Coffee, Director of Budget and Finance
From: Brian Huff, Controller
Date: March 26, 2018
Re: Appropriation Amendments Needed

An amendment to appropriations in fund 001 is being requested due to the updated salary for the Mayor starting in 2018. The previous annual salary was \$6,600 and is now \$8,100. The increase should be to 001-08-570-702-7001 (Mayor/Payroll) in the amount of \$1,800 (\$1,500 for salary \$300 for fringes). This will cover the salary, Medicare, and worker's comp.

Another amendment to appropriations in fund 001 is also being requested in the amount of \$41,000. This is an increase in Misc. Sundry/O+M. This is due to the Joint Resolution 2017-32 with Franklin Township which increased the contribution that both the City and the Township are making to the Cemetery.

001-11-570-718-7490 will need to be increased by \$41,000.

Thanks for your attention to these matters.

Brian Huff, Controller



KENT HEALTH DEPARTMENT

414 E. MAIN ST., P.O. BOX 5192, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

To: Dave Coffee

From: Jeff Neistadt, Health Commissioner

Date: March 27, 2018

RE: EPA Mosquito Funding Grant Monies Allocation

Good morning, I would like to allocate the remaining \$21,000 2017-2018 EPA grant monies to general fund professional services line number 001-02-520-201-7340. Thank you very much for your time.

Sincerely,

Jeff Neistadt, MS, RS/REHS
Health Commissioner



KENT HEALTH DEPARTMENT

414 E. MAIN ST., P.O. BOX 5192, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

To: Dave Coffee

From: Jeff Neistadt, Health Commissioner

Date: March 27, 2018

RE: FDA Grant Monies

Good morning, I would like to allocate the \$19,754 FDA grant monies to the food fund professional services line number 107-02-520-202-7340. Thank you very much for your time.

Sincerely,

Jeff Neistadt, MS, RS/REHS
Health Commissioner



KENT HEALTH DEPARTMENT

414 E. MAIN ST., P.O. BOX 5192, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

To: Dave Coffee

From: Jeff Neistadt, Health Commissioner

Date: March 27, 2018

RE: FDA Grant Monies

Good morning, I would like to allocate the \$3,000 FDA travel grant monies to the food fund travel and training line number 107-02-520-202-7210. Thank you very much for your time.

Sincerely,

Jeff Neistadt, MS, RS/REHS
Health Commissioner



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 23, 2018
TO: David Coffee, Budget & Finance Director
FROM: Bridget Susel, Community Development Director *BS*
RE: Appropriations Request: CHIP Revolving Loan Funds

The City of Kent Community Development Department has received several applications seeking assistance through the City's housing rehabilitation program. The City has two sources of revolving loan funds and the Community Development staff is seeking to utilize a portion of its available Community Housing Impact and Preservation (CHIP) RLF funds to conduct its 2018 housing rehabilitation activities.

I am respectfully requesting the appropriation of \$75,000 in CHIP RLF funds to the General Fund Community Development CHIP Grant "Program Income Expenditures" line item (126-04-540-401-7992) to allow the funds to be accounted for in the City's budget.

Please let me know if you need any additional information in order to process this request. Thank you in advance for your assistance.

Cc: Dan Morganti, Grants & Neighborhood Programs Coordinator



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: February 27, 2018
TO: David Coffee, Budget & Finance Director
FROM: Bridget Susel, Community Development Director *B.S.*
RE: Appropriations Request: CDBG Allocation, RLF

The City of Kent has committed a portion of its Community Development Block Grant (CDBG) revolving loan funds (RLF) to assist with the remaining funding needed to complete the Cedar Street reconstruction project, which is scheduled to begin construction in April of 2018.

I am respectfully requesting the appropriation of ~~\$322,227 in RLF funds to the Community Development "Program Income Expenditures" line item (126-04-540-401-7992) to allow the funds to be accounted for in the City's budget. The same amount of \$322,227~~ needs to be appropriated to the CDBG "Cedar Street Construction" line item (126-04-540-401-7680) to allow for the expenditure of these funds on the project.

Please let me know if you need any additional information. Thank you in advance for your assistance.

Cc: Dan Morganti, Grants & Neighborhood Programs Coordinator

**City of Kent
Income Tax Division**

February 28, 2018

Income Tax Receipts Comparison - (Excluding 0.25% Police Facility Receipts)

Monthly Receipts

Total receipts for the month of February, 2018	\$1,062,513
Total receipts for the month of February, 2017	\$1,072,047
Total receipts for the month of February, 2016	\$1,099,532

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 February 28, 2018	\$2,215,718	15.20%
Total receipts January 1 through February 28, 2017	\$2,300,893	15.67%
Total receipts January 1 through February 28, 2016	\$2,254,221	15.95%

Year-to-date Receipts Through February 28, 2018 - 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>
2018	\$ 14,577,960	\$ 14,577,960	\$ 2,215,718	15.20%	84.80%

Comparisons of Total Annual Receipts for Previous Nine Years

<u>Year</u>	<u>Total Receipts</u>	<u>Change From Prior Year</u>
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%
2014	\$ 13,099,836	5.66%
2015	\$ 14,592,491	11.39%
2016	\$ 14,133,033	-3.15%
2017	\$ 14,687,372	3.92%

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

2018 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
(Excluding 0.25% Police Facility Receipts)
as of Month Ended February 28, 2018

Monthly Receipts			Comparisons		
Month	2016	2017	2018	Amount	Percent Change
January	\$ 1,154,690	\$ 1,228,846	\$ 1,153,204	\$ (75,641)	-6.16%
February	1,099,532	1,072,047	\$ 1,062,513	(9,534)	-0.89%
March	1,182,357	1,133,943			
April	1,413,680	1,561,337			
May	1,226,790	1,233,090			
June	1,239,820	1,291,517			
July	1,070,843	1,161,945			
August	1,219,361	1,116,420			
September	1,109,848	1,175,347			
October	1,226,785	1,215,670			
November	1,020,285	1,162,952			
December	1,169,043	1,334,259			
Totals	\$ 14,133,033	\$ 14,687,372	\$ 2,215,718		

Year-to-Date Receipts			Comparisons		
Month	2016	2017	2018	Amount	Percent Change
January	\$ 1,154,690	\$ 1,228,846	\$ 1,153,204	\$ (75,641)	-6.16%
February	2,254,221	2,300,893	2,215,718	(85,175)	-3.70%
March	3,436,578	3,434,836			
April	4,850,258	4,996,173			
May	6,077,048	6,229,263			
June	7,316,868	7,520,780			
July	8,387,712	8,682,725			
August	9,607,073	9,799,145			
September	10,716,920	10,974,491			
October	11,943,705	12,190,161			
November	12,963,990	13,353,113			
December	14,133,033	14,687,372			
Totals	\$ 14,133,033	\$ 14,687,372			

2018 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)
as of Month Ended February 28, 2018

Month	Monthly Receipts			Comparisons	
	2016	2017	2018	Amount	Percent Change
January	\$ 421,390	\$ 436,131	\$ 441,024	\$ 4,893	1.12%
February	385,108	398,208	\$ 408,429	10,222	2.57%
March	442,123	441,069			
April	422,702	474,495			
May	459,795	428,818			
June	410,589	425,646			
July	0	403,532			
August	808,425	417,678			
September	350,859	356,602			
October	469,297	471,742			
November	447,327	445,247			
December	438,817	445,693			
Totals	\$ 5,056,433	\$ 5,144,861	\$ 849,453		

Month	Year-to-Date Receipts			Comparisons	
	2016	2017	2018	Amount	Percent Change
January	\$ 421,390	\$ 436,131	\$ 441,024	\$ 4,893	1.12%
February	806,499	834,338	849,453	15,115	1.81%
March	1,248,622	1,275,407			
April	1,671,324	1,749,902			
May	2,131,119	2,178,721			
June	2,541,708	2,604,367			
July	2,541,708	3,007,898			
August	3,350,133	3,425,576			
September	3,700,992	3,782,178			
October	4,170,289	4,253,920			
November	4,617,616	4,699,167			
December	5,056,433	5,144,861			
Totals	\$ 5,056,433	\$ 5,144,861			

2018 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 Nine Years

Year	Total Receipts	Percent Change
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	\$ 4,778,094	3.80%
2015	\$ 4,916,874	2.90%
2016	\$ 5,056,433	2.84%
2017	\$ 5,144,861	1.75%

2018 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 February 28, 2018

Month	Monthly Receipts			Comparisons	
	2016	2017	2018	Amount	Percent Change
January	\$ 144,319	\$ 153,588	\$ 144,134	\$ (9,454)	-6.16%
February	137,426	133,991	\$ 132,799	\$ (1,192)	-0.89%
March	147,779	141,727			
April	176,690	195,145			
May	153,332	154,119			
June	154,960	161,421			
July	133,840	145,227			
August	152,403	139,537			
September	138,715	146,902			
October	153,331	151,942			
November	127,521	145,353			
December	146,114	166,764			
Totals	\$ 1,766,430	\$ 1,835,715	\$ 276,934		

Month	Year-to-Date Receipts			Comparisons	
	2016	2017	2018	Amount	Percent Change
January	\$ 144,319	\$ 153,588	\$ 144,134	\$ (9,454)	-6.16%
February	\$ 281,745	\$ 287,579	276,934	\$ (10,646)	-3.70%
March	\$ 429,524	\$ 429,306			
April	\$ 606,214	\$ 624,451			
May	\$ 759,546	\$ 778,570			
June	\$ 914,506	\$ 939,992			
July	\$ 1,048,346	\$ 1,085,218			
August	\$ 1,200,749	\$ 1,224,755			
September	\$ 1,339,464	\$ 1,371,657			
October	\$ 1,492,795	\$ 1,523,599			
November	\$ 1,620,316	\$ 1,668,951			
December	\$ 1,766,430	\$ 1,835,715			
Totals	\$ 1,766,430	\$ 1,835,715			

2018 CITY OF KENT, OHIO
Comparison of Total Income Tax Receipts - Including Police Facility Receipts
as of Month Ended February 28, 2018

Month	Monthly Receipts			Comparisons	
	2016	2017	2018	Amount	Percent Change
January	\$ 1,299,009	\$ 1,382,434	\$ 1,297,339	\$ (85,096)	-6.16%
February	\$ 1,236,958	\$ 1,206,038	1,195,312	(10,725)	-0.89%
March	\$ 1,330,136	\$ 1,275,670			
April	\$ 1,590,370	\$ 1,756,482			
May	\$ 1,380,122	\$ 1,387,209			
June	\$ 1,394,780	\$ 1,452,938			
July	\$ 1,204,684	\$ 1,307,171			
August	\$ 1,371,764	\$ 1,255,957			
September	\$ 1,248,563	\$ 1,322,249			
October	\$ 1,380,115	\$ 1,367,611			
November	\$ 1,147,806	\$ 1,308,304			
December	\$ 1,315,157	\$ 1,501,023			
Totals	\$ 15,899,464	\$ 16,523,087	\$ 2,492,651		

Month	Year-to-Date Receipts			Comparisons	
	2016	2017	2018	Amount	Percent Change
January	\$ 1,299,009	\$ 1,382,434	\$ 1,297,339	\$ (85,096)	-6.16%
February	2,535,966	2,588,472	2,492,651	(95,821)	-3.70%
March	3,866,102	3,864,142			
April	5,456,472	5,620,624			
May	6,836,594	7,007,833			
June	8,231,374	8,460,772			
July	9,436,058	9,767,943			
August	10,807,822	11,023,900			
September	12,056,385	12,346,149			
October	13,436,500	13,713,760			
November	14,584,306	15,022,064			
December	15,899,464	16,523,087			
Totals	\$ 15,899,464	\$ 16,523,087			



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT JANUARY 2018

FIRE INCIDENT RESPONSE INFORMATION

Summary of Fire Incident Alarms

	CURRENT PERIOD			YEAR TO DATE		
	2018	2017	2016	2018	2017	2016
City of Kent	42	40	51	42	40	51
Kent State University	18	6	8	18	6	8
Franklin Township	3	10	10	3	10	10
Sugar Bush Knolls	2	0	0	2	0	0
Mutual Aid Given	0	0	2	0	0	2
Total Fire Incident Alarms	65	56	71	65	56	71

Summary of Mutual Aid Received by Location

City of Kent	2	2	1	2	2	1
Kent State University	0	0	0	0	0	0
Franklin Township	0	0	0	0	0	0
Sugar Bush Knolls	0	0	0	0	0	0
Total Mutual Aid	2	2	1	2	2	1

EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

Summary of Emergency Medical Service Responses

	CURRENT PERIOD			YEAR TO DATE		
	2018	2017	2016	2018	2017	2016
City of Kent	202	233	170	202	233	170
Kent State University	19	21	28	19	21	28
Franklin Township	44	39	41	44	39	41
Sugar Bush Knolls	0	0	0	0	0	0
Mutual Aid Given	6	5	5	6	5	5
Total Emergency Medical Service Responses	271	298	244	271	298	244

Summary of Mutual Aid Received by Location

City of Kent	3	0	1	3	0	1
Kent State University	0	0	0	0	0	0
Franklin Township	0	0	0	0	0	0
Sugar Bush Knolls	0	0	0	0	0	0
Total Mutual Aid	3	0	1	3	0	1

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

	336	354	315	336	354	315
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TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

	341	356	317	341	356	317
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