

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Copley

FROM: Jim Bowling

DATE: June 7, 2011

RE: 2011 OPWC Pre-application - **Revision**

Dave,

We had to make a change in the 2011 OPWC application. Originally we intended to ask for \$490,000 to fund right-of-way costs for the Summit Street Traffic Signal Coordination Project. However, during our pre-grant submittal investigation we found out that our local OPWC district does not fund right-of-way costs as a separate item. Therefore, instead of submitting for a project that would not be selected we had to make a last minute change and submit a pre-application for \$110,500 to fund resurfacing Majors Lane from West Main Street to Fairchild Avenue.

We will need an ordinance from council authorizing us to submit for the resurfacing of Majors Lane by the time the full application submittal is due in August, 2011.

C: Gene Roberts, Service Director
Jon Giaquinto, Senior Engineer
Pat Homan, Engineering Technician
file

KENT CITY PLANNING COMMISSION
BUSINESS MEETING
JUNE 7, 2011

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

A G E N D A

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **READING OF PREAMBLE**
- IV. **ADMINISTRATION OF OATH**
- V. **MEETING MINUTES** May 3, 2011 and May 17, 2011
- VI. **CORRESPONDENCE**
- VII. **OLD BUSINESS**
- VIII. **NEW BUSINESS**

PC11-013 ACORN ALLEY PHASE II PLAZA
Between East Erie Street and Alley No. 4
Site Plan Review

The applicant (Ron Burbick) is requesting Site Plan Review and Approval in order to construct a mixed use building and Plaza. The subject property is zoned C-D: Commercial Downtown.

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

- IX. **OTHER BUSINESS**
- X. **ADJOURNMENT**



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: May 31, 2011
TO: Kent City Planning Commission
FROM: Jennifer Barone, PE, Development Engineer
RE: Staff Report for the June 7, 2011 Planning Commission Meeting

The following item appear on the agenda for the June 7, 2011 Planning Commission meeting:

NEW BUSINESS:

CASE NO: PC11-013
APPLICANT: Acorn Alley Phase II Plaza
SITE LOCATION: Alley #4
STATUS OF APPLICANT: The applicant owns the property.
REQUESTED ACTION: Site Plan Review & Approval to construct a mixed use building and Plaza
ZONING: C-D: Commercial - Downtown
TRAFFIC: The site is accessed from Alley # 4.
SURROUNDING LAND USES: Commercial properties surround this site.
APPLICABLE CODE SECTIONS: Chapter 1119 and 1146 of the Kent Codified Ordinance

ANALYSIS:

Please note that the site plan (received May 31, 2011) in your packet has revisions that are not shown in the civil set provided. These revisions include the proposed building being slightly longer, extending closer to Alley #4 and a new dumpster location.

PROJECT DESCRIPTION:

Ron Burbick is planning to continue with the Acorn Alley Project and is proposing a mixed use building and a plaza off of Alley # 4.

When Acorn Alley Ph 2 was presented to the Planning Commission on November 16, 2010, the developer proposed to build the project in two construction phases. The first phase was the area along East Erie Street which consisted of two - 3 story buildings and one - 2 story building. This is currently under construction. The second construction phase is being presented to you now and is located between the initial Acorn Alley Phases I (north of Alley #4) and the new development south of the alley. This Phase consists of a small 2 story building with a basement area for storage. Retail space is planned for the first floor and residential or office space for the second floor. The building will be connected by a bridge to the western building currently under construction. The proposed first floor is at the same elevation as Alley #4 and the second floor of the buildings facing East Erie Street.

A plaza is also proposed which is planned to accommodate open air retail, art shows and other performance related activities. The 6' black squirrel that Ron Burbick had commissioned will be the center piece of the plaza.



TRAFFIC/PARKING:

Traffic patterns will change since the temporary parking spaces and the ingress/egress onto South Depeyster Street will be eliminated. There are 18 parking spaces provided on site which are accessed from Alley #4. Additional parking is available on public streets and PARTA's multimodal facility (once is it constructed). Staff has estimated the required parking for the new building will be between 7-12 spaces depending on whether the second floor is residential or office space. However, since the project is located in the C-D District, such parking is not required to be provided under the provisions of 1146.08 of the Zoning Code. In addition to the limited on-site parking, the project will utilize public parking in the area, both existing and proposed.

The eastern most parking space adjacent to Alley #4 has limited backing room due to a 20' wide alley R/W and a retaining wall behind the "old hotel". The wheel stops for the parking spaces are placed at the very front of the parking area to allow a deeper parking space where the car fronts will overhang the vegetated strip. Staff finds this an acceptable solution.

UTILITIES:

Existing water and sanitary mains will service the utility needs.

STORMWATER:

The stormwater runoff for this phase was accounted for in the design of the last phase with a portion of the site draining to South Depeyster Street and part to Alley #4 storm sewer systems. A bioretention area is planned to accept drainage from the plaza area.

SIGNAGE:

Each tenant will have a sign similar to those in Phase 1 of Acorn Alley.

LIGHTING/LANDSCAPING/DUMPSTER:

Lighting will be similar to what is provided in Phase 1 with wall sconces and decorative street lamps. There is little room for any landscaping. The proposed landscaping is largely located in the bioretention area and along the walkways. The dumpsters are located in the parking lots along Alley #4.

ARCHITECTURAL ADVISORY BOARD:

This project was reviewed by the Architectural Advisory Board (ARB) on May 17, 2011. A Certificate of Appropriateness was issued.

The ARB was concerned about the construction materials to be used where Acorn Alley crosses Alley #4. As you are probably aware, the City is reconstructing Alley #4. The City's plan is to match materials from Acorn Alley for an obvious cross walk where Acorn Alley crosses Alley #4.

VARIANCES:

A question had been raised concerning the need for a variance to meet code section 1146.03(c) which stated "to maintain a continual commercial frontage, new construction shall occupy a minimum of seventy (70) of the street frontage...". The code does not specify that it has to be a building. The developer is installing a low brick wall with a

fence to accommodate this code section in order to leave open the option of a future building in this location.

RECOMMENDATION:

Staff is recommending approval with the conditions listed below.

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

I move that in Case PC11-013, the Planning Commission approve the Site Plan for Acorn Alley Ph 2 to Plaza project to construct mixed use development consisting of one building and a plaza subject to the Technical Plan Review.

List of Enclosures for this Project:

1. Applicant Cover Letter dated April 20, 2011
2. Site Plan dated May 31, 2011.
3. Alley #4 pavement detail plan sheet 16 of 30.
4. Aerial Topo and Zoning Map.

cc: Gary Locke, Community Development Director
Jim Bowling, City Engineer
Eric Fink, Assistant Law Director
Heather Phile, Development Planner
Applicants
PC Case Files

Kent System Summary

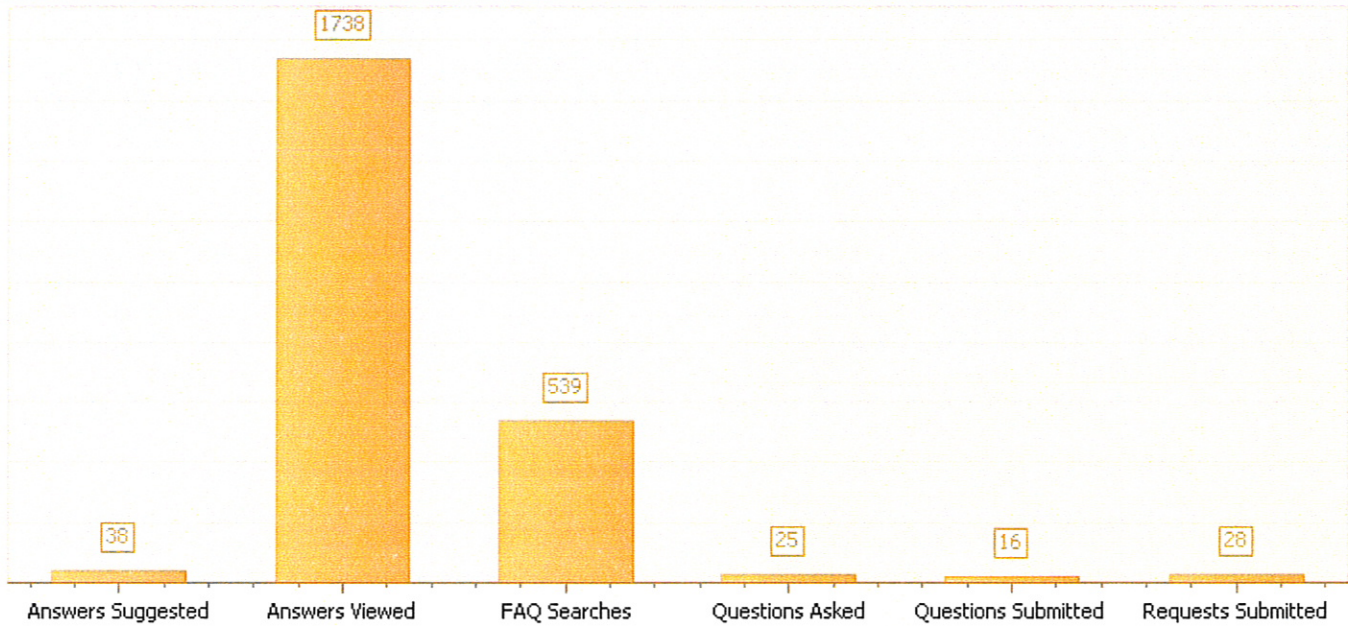
Between 1/1/2011 and 3/31/2011, 1447 visitors to your WebQA Action Center viewed 7798 pages. They reviewed 1738 answers and submitted 16 questions and 28 service requests. According to Gartner, email and phone inquiries cost an estimated \$4.50. Each request submitted online only costs \$.50. This results in a savings of \$4.00 for every question and request submitted online. Based on these statistics, your total savings for this period is \$7,997.00.

Savings Summary - 1/1/2011 - 3/31/2011

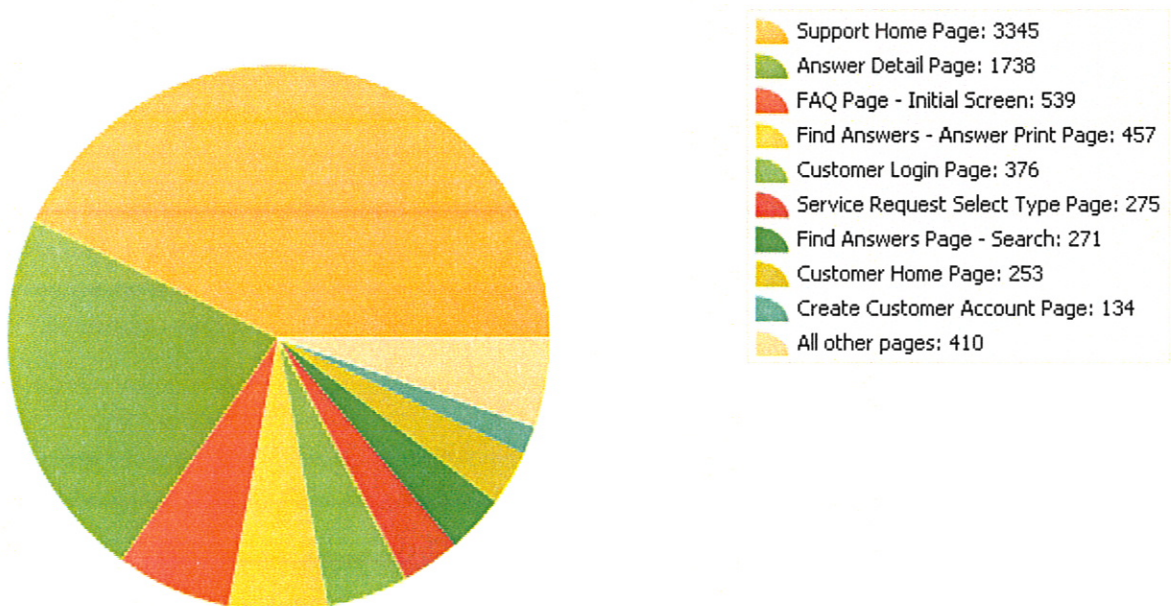
Answers Viewed - No Intervention:	\$7,821.00	Total Answers Viewed X \$4.50
Questions Submitted:	\$64.00	Questions Submitted X \$4.00
Service Requests Submitted:	\$112.00	Service Requests Submitted X \$4.00

Total Savings: \$7,997.00

System Activity



Top Pages



CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE

MEMO

June 8, 2011

To: Dave Ruller

From: Jim Bowling

RE: Kent Central Gateway Multimodal Transit Center – License to Occupy Right-of-way

PARTA has requested a License to Occupy the Public Right-of-way for the purpose of building foundations for the Kent Central Gateway Multimodal Transit Center located at 251 East Erie Street, Kent, Ohio. Their work will encroach not more than four feet into the right-of-way on Erie Street and one foot into the right-of-way on Depeyster Street. Attached is the draft License Agreement.

The proposed right to occupy the right-of-way has been reviewed previously by the service department and presented to Council in July, 2010. PARTA will eventually be filing for a permanent easement in the future once the appropriation cases are settled and the property can transfer. However, as PARTA would like to begin construction sooner and formal authority to occupy the right-of-way is necessary we are requesting Kent City Council approve this request to occupy the public right-of-way.

Cc: Gene Roberts
Linda Copley
Gary Locke
Jennifer Barone
file

CITY OF KENT, OHIO
LICENSE AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and PORTAGE AREA TRANSPORTATION AUTHORITY, hereinafter called the "Licensee."

The City is the owner, in fee simple, of land, hereinafter known as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Part 1 below, in accordance with the laws and Charter of the City of Kent. The Property is more particularly described in the attached exhibits listed below.

Exhibit "A" – Site Plan
Exhibit "B" – Footer Encroachment Detail

The parties hereto covenant and agree as follows:

1. NATURE OF INTEREST:

The Licensee understands that by issuing this license, the City has merely granted the Licensee the right to occupy the right-of-way and this license does not grant or convey to the Licensee any interest in the Property.

2. USE:

2.1 The Property shall be used for the purpose of: _____
Foundation and foundation drains

and for no other purpose.

2.2 No structural alterations may be made to the City's property without the express written permission of the City of Kent, Director of Public Service.

3. TERM:

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on _____, 2011, and ending on _____, 2012 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 1.

4. NECESSARY LICENSES AND PERMITS:

4.1 Licensee shall be a duly organized political subdivision of the State of Ohio, and upon request, Licensee shall demonstrate to the City that its status of a duly organized political subdivision of the State of Ohio is current. Correspondence shall be addressed as follows:

All correspondence to the City shall be addressed:

Service Director
City of Kent
930 Overholt Road
Kent, Ohio 44240

All correspondence to the Licensee shall be addressed:

General Manager
Portage Area Regional Transportation Authority
2000 Summit Road
Kent, Ohio 44240 _____

- 4.2 Licensee shall secure all necessary permits required in connection with the use of the Property and shall comply with all federal, state and local statutes, ordinances, rules, or regulations which may affect, in any respect, Licensee's use of the Property. Licensee shall, prior to the commencement of any work, obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to its business use of the Property.
5. **STORAGE AND VENDING:**
- No storage of materials or supplies of any nature will be permitted on the Property except as directly related to the agreed business use of the Property.
6. **TAXES:**
- Licensee agrees to be responsible for and to timely pay all taxes and/or assessments that may be legally assessed on Licensee's interest, or on any improvements placed by Licensee on said Property, during the continuance of the license hereby created, including any real estate taxes. The Licensee must provide written notice to the City, at the address referenced in Paragraph 4.1, within thirty (30) days of payment of all taxes and/or assessments.
7. **DIRECTOR OF PUBLIC SERVICE TO ACT FOR CITY:**
- The granting of this permit shall not be construed as an abridgment or waiver of any rights which the Director of Public Service has in exercising his jurisdictional powers over the City highway system. The City Director of Public Service shall act for and on behalf of the City of Kent in the issuance of and carrying out the provisions of this permit.
8. **CITY USE OF PROPERTY:**
- If for any reason the Director of Public Service or his duly appointed representative deems it necessary to order the reconstruction or repair of the Licensee's changes to the City's property, then said reconstruction or repair shall be promptly undertaken at the sole expense of the Licensee's thereof. Failure on the part of the Licensee to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the Director of Public Service deems necessary.
9. **MAINTENANCE OF PROPERTY:**
- Licensee shall, at its sole expense, keep and maintain the Property free of all weeds, debris, and flammable materials of every description, and at all times in an orderly, clean, safe, and sanitary condition consistent with neighborhood standards. A high standard of cleanliness, consistent with the location of the area as an adjunct of the City, will be required. Defoliant, noxious, or hazardous materials or chemicals shall not be used or stored on the Property.
10. **MAINTENANCE OF IMPROVEMENTS:**
- 10.1 Licensee, at Licensee's own cost and expense, shall maintain all of his/her improvements to the Property. Licensee shall take all steps necessary to effectively protect the Property from damage incident to the Licensee's use of such Property, all without expense to the City.
- 10.2 Licensee shall be liable to, and shall reimburse the City for, any damage to City owned property that in any way results from or is attributable to the use of said Property by the Licensee or any person entering upon the same with the consent of the Licensee, expressed or implied.

11. **HOLD HARMLESS:**

Licensee shall occupy and use Property at its own risk and expense and shall save the City, its officers, agents, and employees, harmless from any and all claims for damage to property, or injury to, or death of, any person, entering upon same with Licensee's consent, expressed or implied, caused by any acts or omissions of the Licensee.

12. **INSURANCE:**

12.1 At the time of the execution of this Agreement, Licensee shall, at its own expense, take out and keep in force during the terms of this Agreement:

(a) Liability insurance, in a company or companies to be approved by the City to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in or about, the Property, in the amount of not less than *Five Hundred Thousand Dollars (\$500,000.00)*, to indemnify against the claim of one person, and in the amount of not less than *One Million Dollars (\$1,000,000.00)* against the claims of two (2) or more persons resulting from any one (1) accident.

(b) Property damage or other insurance in a company or companies to be approved by the City to protect Licensee, and the City against any and every liability incident to the use of or resulting from any and every cause occurring in, or about, the Property, including any and all liability of the Licensee, in the amount of not less than *One Hundred Thousand Dollars (\$100,000.00)*. Said policies shall inure to the contingent liabilities, if any, of the Licensee and the City, and shall obligate the insurance carriers to notify Licensee and the City, in writing, not less than thirty (30) days prior to cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the Licensee and the City.

12.2 A copy of the "Certificate of Insurance" will be submitted to the City at the time of execution of license and annually thereafter.

13. **MODIFICATION:**

The terms of this Agreement may be modified upon agreement of the parties.

14. **REVOCAION AND TERMINATION:**

14.1 In recognition of the City and Licensee's joint interest in this property, and the Licensee's status as a public entity in the State of Ohio, the City may revoke this license at any time after the functional life of the building has been expended. Otherwise, during the functional life of the building the City and Licensee may jointly terminate this Agreement at any time.

14.2 In the event this license is revoked or the Agreement is terminated the Licensee will peaceably and quietly leave, surrender, and yield up to the City the Property. The Property will be restored to its previous condition at the expense of the Licensee and no costs for removal will be reimbursed by the City.

14.3 Upon revocation of the license or upon termination or expiration of Agreement, any property, or other appurtenances, including all footings, foundations, and utilities, placed on the City property will be removed by Licensee. If any such appurtenances are not so removed after ninety (90) days written notice from the City to the Licensee, the City may proceed to remove the same and to restore the Property and the Licensee will pay the

City, on demand, the reasonable cost and expense of such removal and restoration.

15. **RELOCATION:**

A Licensee who licenses property from the City shall not be eligible for relocation payments.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto as of the date herein last written below. Licensee acknowledges receipt of a copy of this Agreement and agrees to comply with the provisions herein contained.

LICENSEE(S):

Signature
John Drew, General Manager

Signature

Portage Area Regional Transportation Authority, 2000 Summit Road, Kent Ohio 44240
Mailing Address

Telephone

Date

CITY OF KENT, OHIO

Gene Roberts, Director of Public Service

Date

APPROVED AS TO FORM:

James R. Silver, Law Director
City of Kent

EXHIBIT "A"
SITE PLAN

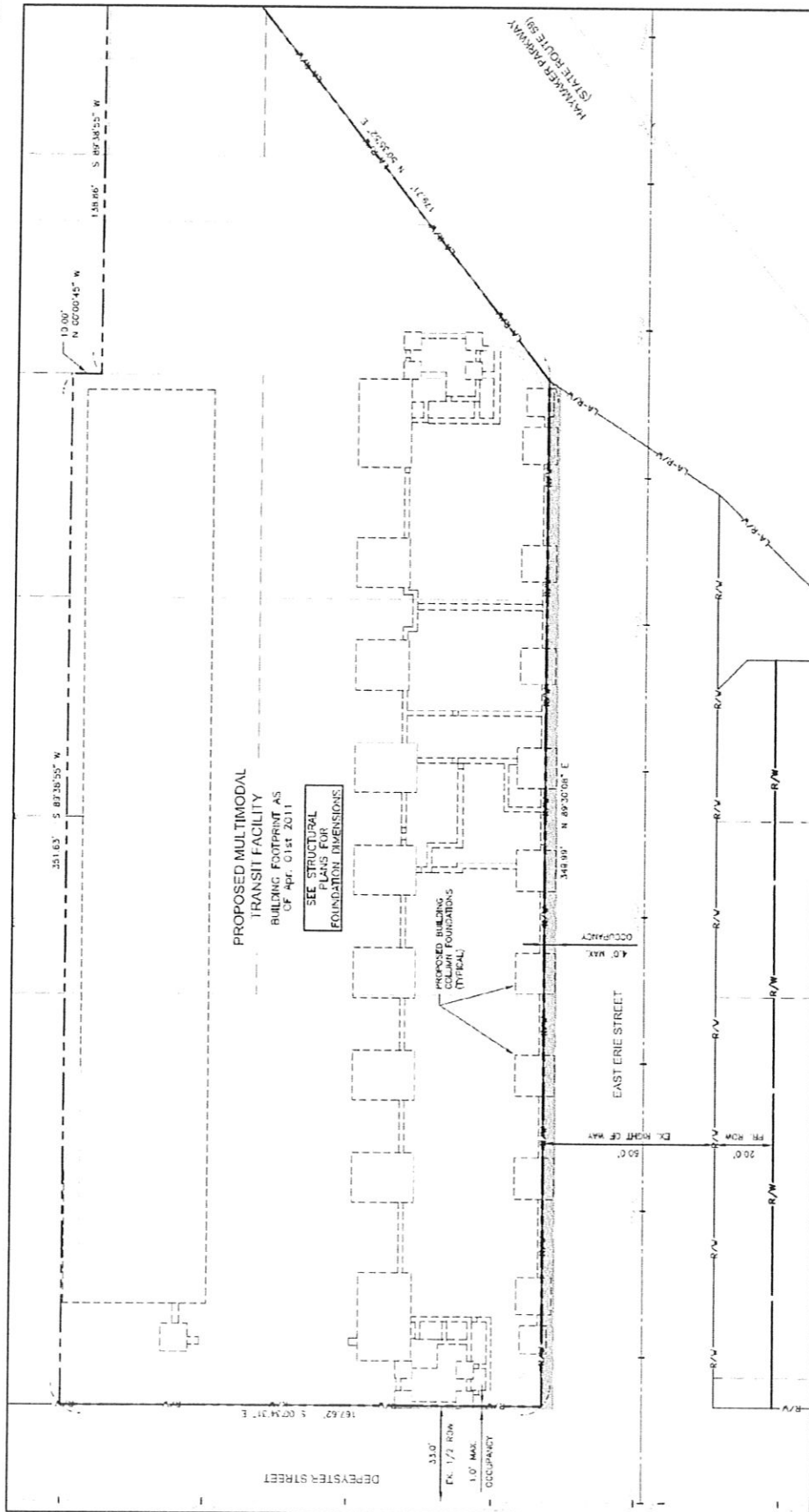


EXHIBIT "B"
FOOTER ENCROACHMENT DETAIL

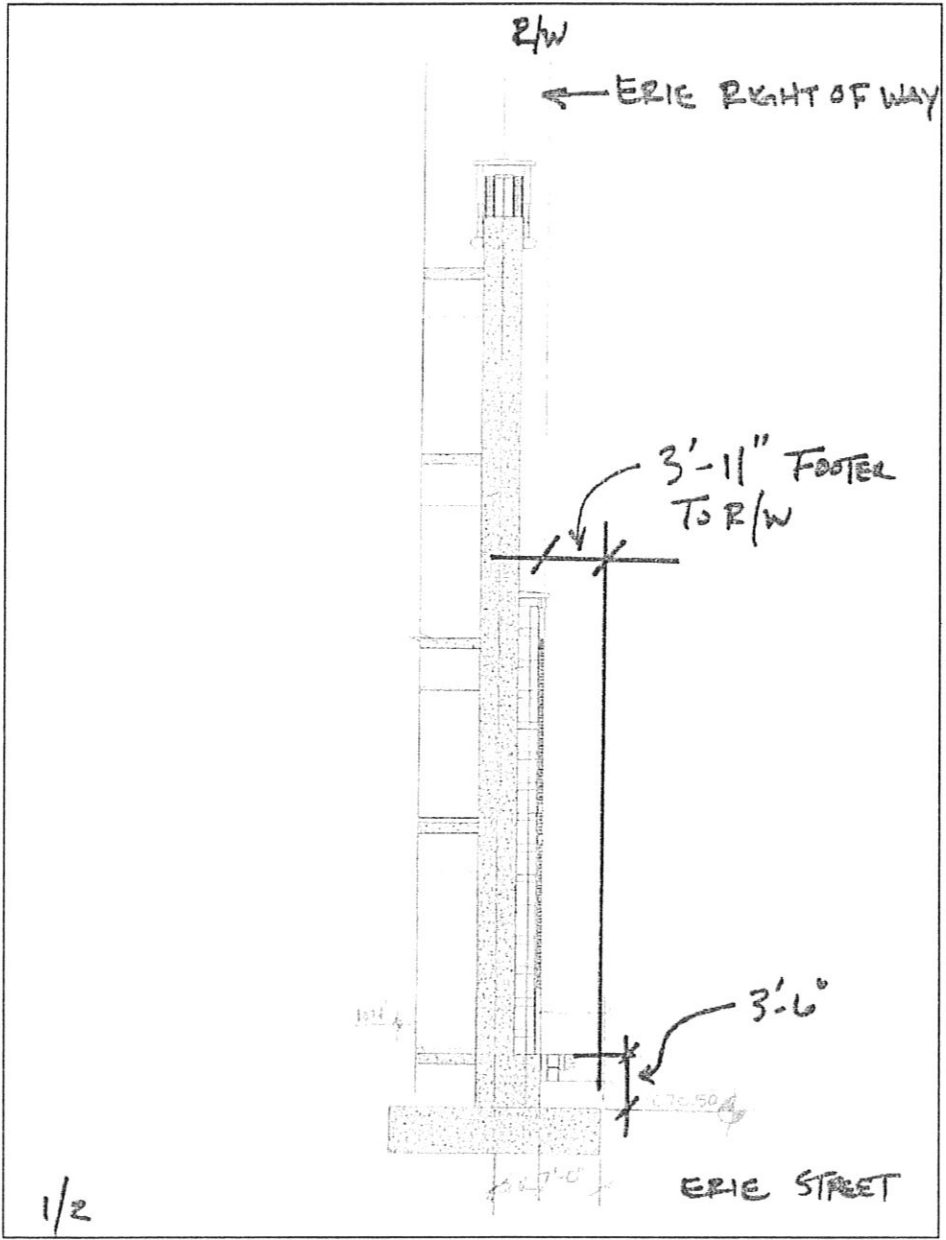
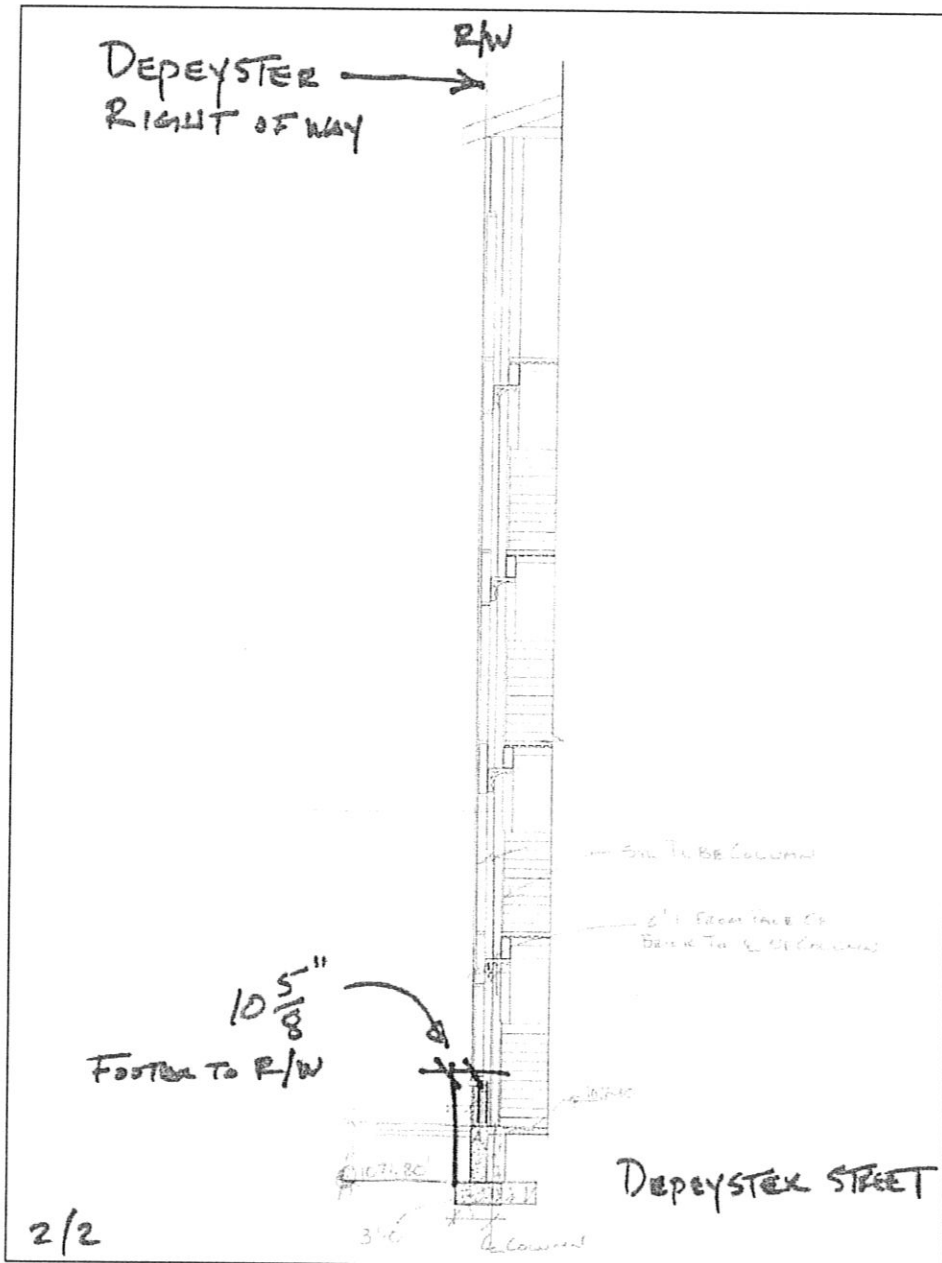


EXHIBIT "B"
FOOTER ENCROACHMENT DETAIL



**KENT POLICE DEPARTMENT
APRIL 2011**

	APRIL 2010	APRIL 2011	TOTAL 2010	TOTAL 2011
CALLS FOR SERVICE	1789	1967	7011	6572
FIRE CALLS	357	408	1339	1337
ARRESTS, TOTAL	245	184	743	639
JUVENILE ARRESTS	8	17	48	51
O.V.I. ARRESTS	28	19	88	86
TRAFFIC CITATIONS	280	284	1266	1156
PARKING TICKETS	302	231	1236	1074
ACCIDENT REPORTS	68	79	284	322
Property Damage	40	57	162	215
Injury	10	9	41	35
Private Property	13	12	60	57
Hit-Skip	5	1	21	15
OVI Related	2	3	4	11
Pedestrians	0	0	2	2
Fatals	0	0	0	0
U.C.R. STATISTICS				
Homicide	0	0	0	0
Rape	2	1	3	2
Robbery	2	1	4	2
Assault Total	18	27	68	68
Serious	4	2	17	7
Simple	14	25	51	61
Burglary	8	15	24	36
Larceny	60	42	140	125
Auto Theft	6	4	8	9
Arson	1	0	2	0
TOTAL	97	90	249	242
CRIME CLEARANCES				
Homicide	0	0	0	0
Rape	2	0	2	0
Robbery	0	0	1	1
Assault Total	13	23	50	55
Serious	1	2	9	6
Simple	12	21	41	49
Burglary	0	2	1	5
Larceny	7	6	19	17
Auto Theft	4	0	4	2
Arson	1	0	1	0
TOTAL	27	31	78	80

M. Lu

1421 LONGWORTH BUILDING
WASHINGTON, DC 20515
202-225-5261
202-225-3719 FAX



ARMED SERVICES COMMITTEE
COMMITTEE ON THE BUDGET

TIM RYAN
CONGRESS OF THE UNITED STATES
17TH DISTRICT, OHIO

June 8, 2011

Hon. Lester A. Lefton, Kent State University President
Hon. Dave Ruller, Kent City Manager
Hon. John Drew, PARTA General Manager

Gentlemen,

Congratulations to Kent State University, the City of Kent and PARTA for the progress made with the University Esplanade project! This most recent accomplishment in the economic redevelopment of downtown Kent will bring benefits to students, residents, and the business community in Portage County in the ways envisioned when we announced the TIGER grant from the U.S. Department of Transportation almost one year ago. The important connection that the Esplanade provides is not only a physical link between the Kent State campus and the downtown Kent business district, but it also facilitates the economic development program for the area. As we all know, this is good for the Northeast Ohio region and the state.

I am so pleased to have assisted your team that has come together, working collaboratively, relentlessly and unselfishly, creating a catalyst of change in our economy and building the quality of life in the region. I applaud the spirit of partnership and collaboration that your organizations have demonstrated, evident by the people working together to improve the community.

I recognize that the completion of the Esplanade is the vital piece to all the projects occurring downtown, including PARTA's new Kent Central Gateway multimodal facility. The downtown redevelopment projects from Acorn Alley, Fairmount Properties and the Pizzuti Company's proposed hotel and conference center will have transforming impacts. I am grateful to the university for its investment in this overall project and its partnership efforts. This Esplanade serves an important role connecting students to the downtown Kent businesses as well as connecting residents and visitors to the university.

Congratulations, again, and I wish everyone continued success and collaboration.

Sincerely,

Tim Ryan
Member of Congress

197 WEST MARKET STREET
WARREN, OH 44481
330-373-0074
330-373-0098 FAX

241 FEDERAL PLAZA WEST
YOUNGSTOWN, OH 44503
330-740-0193
330-740-0182 FAX

1030 EAST TALLMADGE AVENUE
AKRON, OH 44310
330-630-7311
330-630-7314 FAX

TOLL-FREE: 1-800-856-4152
WWW.HOUSE.GOV/TIMRYAN

