

12/8/13 draft changes recommended as follows:

353.02 PARKING REGULATION AUTHORIZATION.

From

ERIE ST, E FROM DEPEYSTER ST TO DEAD END; NO PARKING NORTH SIDE, TWO HOUR PARKING SOUTH SIDE, NO PARKING IN THE TURN AROUND. WEST OF DEPEYSTER STREET, ALL HEAD IN ONLY PARKING. ONLY-TWO HOUR RESTRICTION. "DISABLED/HANDICAPPED ONLY" AT THE FIRST TWO SPACES EAST OF S.WATER ST., AND FIRST SPACE WEST OF S. DEPEYSTER ST. SPECIAL TEN HOUR PARKING BY SPECIAL PERMIT AT TWENTY PARKING SPACES NEAR DEPEYSTER ST.

(Ord. 2004-137 Passed 10-20-04)

To:

ERIE ST, E FROM S. WATER ST TO S. DEPEYSTER ST TWO HOUR PARALLEL PARKING AND NO PARKING FROM 3AM TO 6AM SOUTH SIDE, TWO HOUR AND NO PARKING FROM 3AM TO 6AM ANGLE PARKING HEAD IN ONLY ON NORHT SIDE. "DISABLED/HANDICAPPED ONLY PARKING" AT THE FIRST SPACE EAST OF S.WATER ST. NORTH SIDE OF ERIE. FROM S. DEPEYSTER ST TO HAYMAKER PKWY TWO HOUR AND NO PARKING FROM 3AM TO 6AM PARALLEL PARKING SOUTH SIDE, TWO HOUR AND NO PARKING FROM 3AM TO 6AM ANGLE PARKING HEAD IN ONLY ON NORHT SIDE. "DISABLED/HANDICAPPED ONLY PARKING" AT MID BLOCK NORTH SIDE TWO SPACES. TEN MININUTE DROP OFF OR PICKUP ON NORTH SIDE FROM HAYMAKER TO FIRST PARKING SEPERATION ISLAND.

12/8/13 draft changes recommended as follows:

353.02 PARKING REGULATION AUTHORIZATION.

From

DEPEYSTER ST,S TWO HOUR PARKING AND NO PARKING FROM 3AM TO 6AM BETWEEN MAIN ST AND HAYMAKER PKWY, YELLOW CURB-NO PARKING ON WEST SIDE BETWEEN ERIE ST AND

HAYMAKER PKWY, NO PARKING BOTH SIDES BETWEEN HAYMAKER  
PKWY AND SUMMIT ST, TWO HOUR PARKING WESTSIDE AND NO  
PARKING EAST SIDE BETWEEN SUMMIT ST AND OAK ST  
(Ord. 1995-85, Passed 9-20-95.)

To

DEPEYSTER ST,S TEN MININUTE DROP OFF OR PICKUP ON  
EAST SIDE FROM HAYMAKER TO E ERIE ST. NO PARKING FROM  
HAYMAKER TO LOCK LANE WEST SIDE. TWO HOUR PARKING AND  
NO PARKING FROM 3AM TO 6AM BETWEEN LOCK LANE AND E EIRE  
ST. NO PARKING FROM E. ERIE ST TO E MAIN ST EAST SIDE. TWO  
HOUR PARKING AND NO PARKING FROM 3AM TO 6AM BETWEEN E.  
ERIE ST TO E MAIN ST.



# CITY OF KENT, OHIO

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## DEPARTMENT OF LAW

**TO:** CITY COUNCIL, MAYOR & DAVE RULLER  
**FROM:** JAMES R. SILVER *JRS*  
**DATE:** JANUARY 28, 2014  
**RE:** DANGEROUS DOG DEFINITION

Over the last several months, the definition of a "dangerous dog" has come to the attention of the Police Department. There has been some confusion with the difference in the City's definition of a "dangerous dog" and the State of Ohio's definition of a "dangerous dog".

To resolve the confusion, Chief Lee and I are recommending a change to the City's definition, so it coincides with the State definition. Attached is the proposed language change to Section 505.18(A) of the Kent Codified Ordinances.

The language found in the proposed ordinance is taken directly from the State code.

## EXHIBIT "A"

### 505.18 DANGEROUS DOGS.

- (A) As used in this section, "dangerous dog" means:
- (1)(a) A dog that, without provocation, and subject to division (A)(1)(b) of this section, has done any of the following:
    - (i) caused injury, other than killing or serious injury, to any person;
    - (ii) killed another dog;
    - (iii) been the subject of a third or subsequent violation of division (C) of section 955.22 of the Revised Code.
  - (b) "Dangerous dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.
  - (2) "Menacing fashion" means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.
  - (3)(a) Subject to division (A)(3)(b) of this section, "nuisance dog" means a dog that without provocation and while off the premises of its owner, keeper, or harbinger has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.
  - (b) "Nuisance dog" does not include a police dog that while being used to assist one or more law enforcement officers in the performance of official duties has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.
  - (4) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.
  - (5) "Serious injury" means any of the following:
    - (a) Any physical harm that carries a substantial risk of death.
    - (b) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity.
    - (c) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement.
    - (d) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.
  - (6)(a) "Vicious dog" means a dog that, without provocation and subject to division (A)(6)(b) of this section, has killed or caused serious injury to any person.
  - (b) "Vicious dog" does not include either of the following:

- (i) **A police dog that has killed or caused serious injury to any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;**
  - (ii) **A dog that has killed or caused serious injury to any person while a person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper, or harbinger of the dog.**
- (7) **"Without provocation" means that a dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.**
- (B) Upon the transfer of ownership of any dog, the seller of the dog shall give the buyer a transfer of ownership certificate that shall be signed by the seller. The certificate shall contain the registration number of the dog, the name of the seller, and a brief description of the dog. Blank forms of the certificate may be obtained from the county auditor. A transfer of ownership shall be recorded by the auditor upon presentation of a transfer of ownership certificate that is signed by the former owner of a dog and that is accompanied by a fee of five dollars.
- (C) Prior to the transfer of ownership or possession of any dog, upon the buyer's or other transferee's request, the seller or other transferor of the dog shall give to the person a written notice relative to the behavior and propensities of the dog.
- (D) Within ten days after the transfer of ownership or possession of any dog, if the seller or other transferor of the dog has knowledge that the dog is a dangerous dog, the seller or other transferor shall give to the buyer or other transferee, the board of health for the district in which the buyer or other transferee resides, and the dog warden of the county in which the buyer or other transferee resides, a completed copy of a written form on which the seller shall furnish the following information:
- (1) The name and address of the buyer or other transferee of the dog;
  - (2) The age, sex, color, breed, and current registration number of the dog.

In addition, the seller shall answer the following questions, which shall be specifically stated on the form as follows:

"Has the dog ever chased or attempted to attach or bite a person? If yes, describe the incident(s) in which the behavior occurred."

"Has the dog ever bitten a person? If yes, describe the incident(s) in which the behavior occurred."

"Has the dog ever seriously injured or killed a person? If yes, describe the incident(s) in which the behavior occurred."

The dog warden of the county in which the seller resides shall furnish the form to the seller at no cost.

- (E) No seller or other transferor of a dog shall fail to comply with the applicable requirements of division (B) to (D) of this section.
- (F) No person owning or harboring or having the care or custody of a dangerous dog shall suffer or permit such dog to go unconfined on the premises of such person. A dangerous dog is "unconfined" as the term is used in this section, if such dog is not securely confined or confined in a securely enclosed and locked pen or a dog run area upon the premises of such person. Such pen or dog run area shall also have sides of at least six feet in height and a secure top. The structure shall also have a foundation of either concrete or asphalt.

- (G) No person owning or harboring or having the care of a dangerous dog shall suffer or permit such dog to go beyond the premises of such person unless the dog is securely muzzled and restrained with a chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.
- (H) No person shall own or harbor any dog for the purpose of dog fighting, or train, torment, badger, bait or use any dog for the purpose of causing or encouraging such dog to unprovoked attacks upon human beings or domestic animals.
- (I) No person shall possess with intent to sell or offer for sale, breed or buy or attempt to buy within the City any dangerous dog.
- (J) Any person owning or harboring or having the care of any dangerous dog shall maintain a policy of insurance in an amount not less than one hundred thousand dollars (\$100,000) insuring such person against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts of a dangerous dog. Such person shall produce evidence of the insurance upon the request of a law enforcement agent.
- (K) In the event that a law enforcement agent has probable cause to believe that a dangerous dog is being harbored or cared for in violation of subsections (F), (G), (H) or (I) hereof, the law enforcement agent may petition a court of competent jurisdiction to order the seizure and impoundment of the dangerous dog pending trial. In the event that a law enforcement agent has probable cause to believe that a dangerous dog is being harbored or housed in violation of subsections (c) or (d) the law enforcement agent may seize and impound the dangerous dog pending trial.

(i) Penalty.

- (1) Whoever violates this section shall be guilty of a misdemeanor of the first degree. Whoever is found guilty of a second offense of violating this section shall be guilty of a misdemeanor of the first degree and shall be fined one thousand dollars (\$1,000) which fine shall be mandatory and shall not be suspended or remitted, and may be imprisoned for a term not to exceed six months.
- (2) Any dangerous dog which attacks a human being or another domestic animal may be ordered destroyed when in the court's judgment such dangerous dog represents a continuing threat of serious harm to human beings or other domestic animals.
- (3) Any person found guilty of violating this section shall pay all expenses, including shelter, food and veterinary expenses necessitated by the seizure of any dog for the protection of the public, and such other expenses as may be required for the destruction of such dog.

(Ord. 1986-106. Passed 12-17-86.)

**CITY OF KENT, OHIO**  
**LICENSE AGREEMENT**

THIS AGREEMENT ("Agreement") is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and Kent State University, hereinafter called the "Licensee."

Background

The City is the owner, by Director's Deed from the Ohio Department of Transportation, of land and certain infrastructure, including traffic sign and light poles, located adjacent to the Kent State University esplanade, as more specifically described in Exhibit "A", and hereinafter referred to as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Paragraph 2 below, in accordance with the laws and Charter of the City of Kent.

The parties hereto covenant and agree as follows:

**1. LICENSE; NATURE OF INTEREST:**

- 1.1 The Background set forth above is hereby incorporated by reference.
- 1.2 City hereby grants to Licensee, its employees and agents, a non-exclusive, revocable and non-assignable license to use the Property in accordance with the terms and conditions of this Agreement ("License").
- 1.3 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: To expand the Kent State University Campus Network and enhance downtown wireless communications by wireless access points on existing City utility poles. KSU will be implementing the first phase of extending wireless to the City perimeter for KSU esplanade use. Light Pole F5 (adjacent from Node 32, between the esplanade crosswalk and Willow Street Eastbound) and the sign pole adjacent to street light node 32 on SR 59 Eastbound will have a wireless device installed upon each of them to provide wireless data coverage to the KSU Esplanade area. Each light pole will have a single Cisco Wireless Access Point installed along with the installation of AC power requirements; and for no other purpose. The City has reviewed the proposed use of the property and determined that it will not impair the integrity of SR 59. If the Ohio Department of Transportation determines that this use impairs the integrity of SR 59, then the uses described in this agreement will be revised.

- 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.
- 2.3 No cost or fee shall be charged for the License Agreement. For the term of this Agreement, and for any amendments or extensions, the Licensee shall not pay any fees, costs, or charges levied by the City or any affiliated entity in connection with this Agreement. Both parties recognize that such License is for the betterment of the city and the university and is provided in the spirit of "Town-Gown" relations.

3. **TERM:**

The City does hereby agree the Property may be used by the Licensee for a term of five (5) years commencing upon execution of the agreement ("Commencement Date"), and ending five years after the commencement date, unless terminated earlier by either party. This Agreement will automatically renew annually on the anniversary of the Commencement Date, unless one (1) month before expiration either party notifies the other in writing of its intention to terminate.

4. **NOTICE; NECESSARY LICENSES AND PERMITS:**

- 4.1 All written correspondence required under this Agreement 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:

**Kent State University**

- 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 is a tax-exempt entity and shall provide a certificate upon request.

7. **DIRECTOR OF PUBLIC SERVICE TO ACT FOR CITY:**

The granting of this License 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 License.

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 removal, reconstruction, relocation or repair of the Licensee's changes to the Property, then said removal, reconstruction, relocation 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 License will be cause for suspension of the License or termination of this Agreement as the Director of Public Service deems necessary.

9. **MAINTENANCE OF IMPROVEMENTS:**

9.1 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.

9.2 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 its agents.

10. **HOLD HARMLESS:**

10.1 Licensee shall occupy and use Property at its own risk and expense. To the extent permitted by Ohio law, each party agrees to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to that party's role in connection with this Agreement. The parties agree that

nothing in this provision shall be construed as a waiver of the sovereign immunity of University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

- 10.2** The City and/or University shall not be responsible for the actions of any users who gain access to the network provided under this Agreement. Nothing herein shall be deemed to make the City and/or University responsible for losses arising out of or relating to any third party claim concerning: (a) any user's use of the services; (b) violation of applicable law by its users; or (c) alleged infringement or misappropriation of any third-party rights by users.

## **11. INSURANCE**

- 11.1** 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)***, for a single occurrence, and in the amount of not less than ***One Million Dollars (\$1,000,000.00)*** in the aggregate.

(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.

- 11.2** A copy of the "Certificate of Insurance" will be submitted to the City at the time of execution of this Agreement and annually thereafter.

## **12. REVOCATION AND TERMINATION:**

- 12.1** The City may revoke this license at any time. The Licensee may terminate this Agreement at any time.

- 12.2** 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.

12.3 Upon revocation of the license or upon termination or expiration of Agreement, any personal 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.

13. **RELOCATION:**

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

14. **GENERAL TERMS:**

13.1 No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give to any person, other than the parties to this Agreement, any rights or remedies under or by reason of this Agreement. Without limiting the foregoing, no Leased Employee shall have any rights as a third party beneficiary.

13.2 Neither party shall assign any of its rights or delegate any of its duties under this Agreement without the consent of the other party. This Agreement shall not be construed as giving any person, other than the parties hereto and their permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained.

13.3 Entire Agreement and Amendment. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

13.4 Waiver. The waiver of any breach of the terms of this Agreement shall not constitute the waiver of any other or further breach hereunder. No waiver of any provision of this agreement shall be valid unless in writing.

13.5 Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

- 13.6** Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- 13.7** Choice of Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

INTENDING TO BE LEGALLY BOUND, 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**CITY OF KENT, OHIO**

\_\_\_\_\_  
Director of Public Service

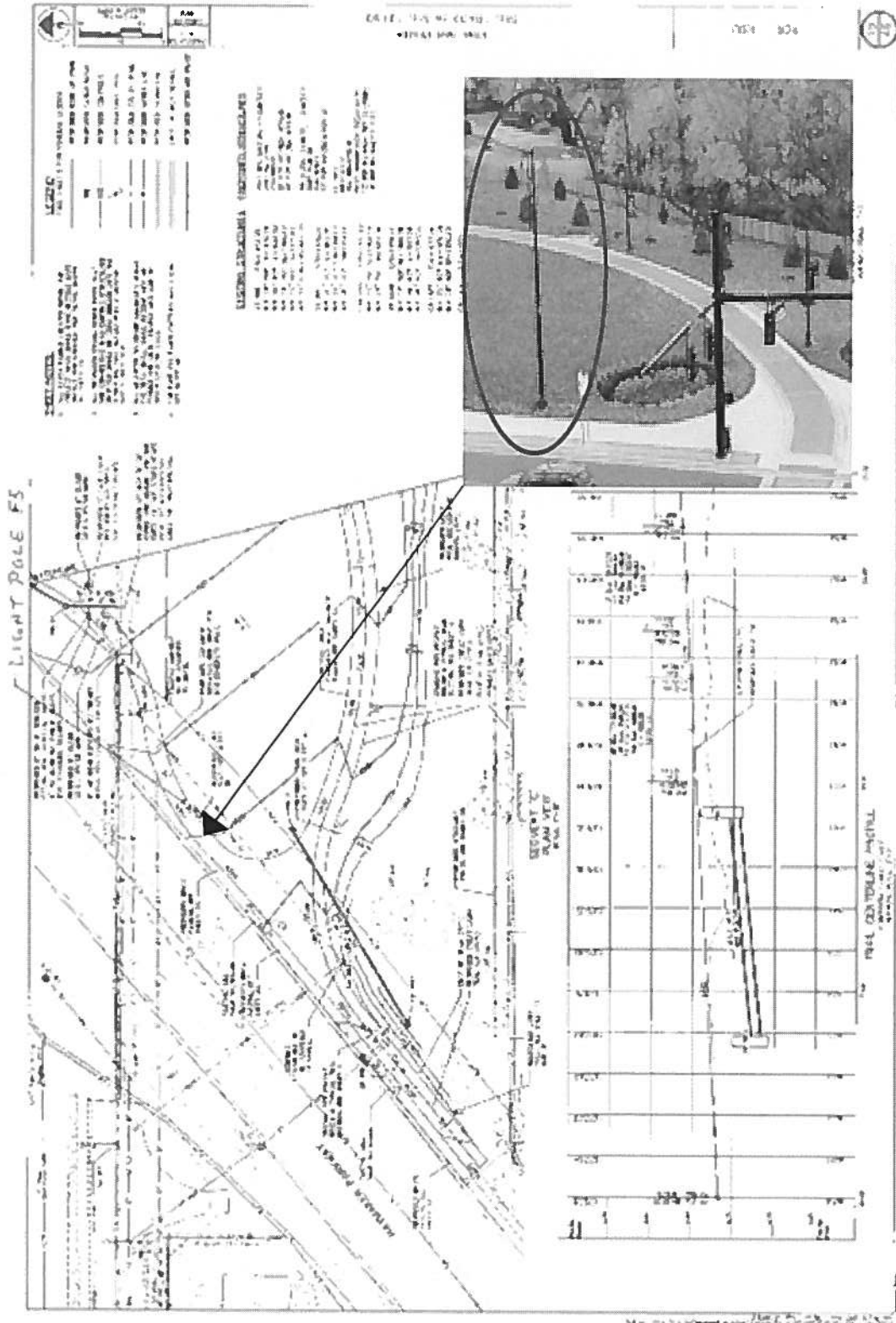
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Date

**APPROVED AS TO FORM:**

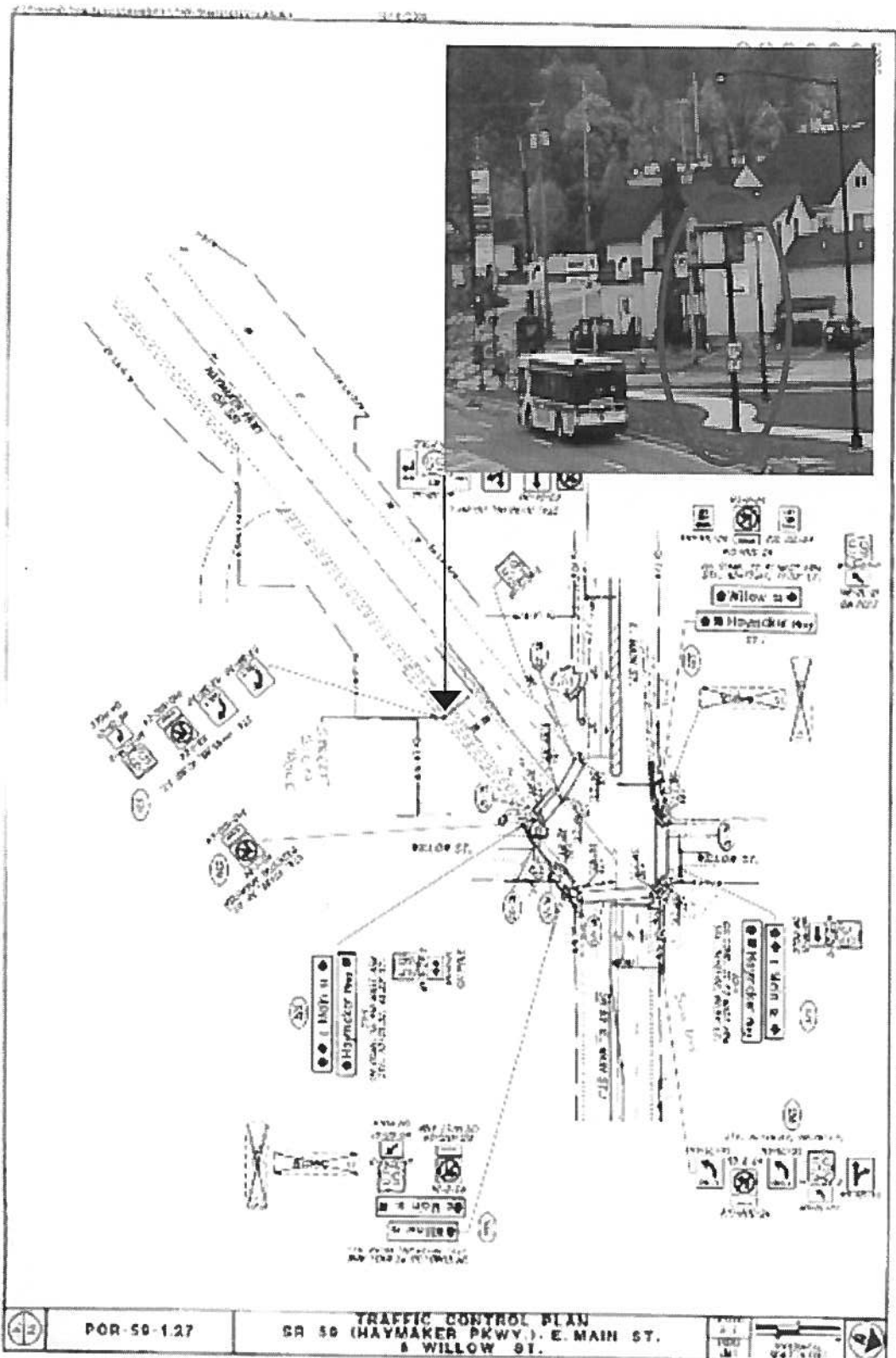
\_\_\_\_\_  
James R. Silver, Law Director  
City of Kent

**EXHIBIT "A"**  
**LOCATION DESCRIPTION**

Light Pole (F5) located near streetlight node 32



Street Sign Pole near Streetlight Pole node 30 (Willow St. and SR 59)



CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Linda Jordan

FROM: Jim Bowling

DATE: January 14, 2014

RE: ODOT D04-Herbicidal Spraying FY 2015 - Consent Legislation

Engineering is requesting time to seek council approval to provide consent legislation to ODOT for Herbicidal Spraying within the City of Kent. The project includes herbicidal spraying along SR 261 to control weeds around guardrail, cable barrier, signposts and other areas where mowing isn't practical. The project is currently planned to be performed in 2015. The project is completed funded by ODOT and will not require a contribution from the City. Attached is a copy of the official request from ODOT.

C: Gene Roberts, Service Director  
file



# OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 4 • 2088 SOUTH ARLINGTON ROAD • AKRON, OHIO 44306 • (800) 603-1054  
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • ANTHONY M. URANKAR, DISTRICT DEPUTY DIRECTOR

November 25, 2013

City of Kent  
930 Overholt Road  
Kent, OH 44240

**RECEIVED**  
NOV 27 2013  
Dept. of Public Service

Attention: James Bowling, City Engineer

Subject: D04-Herbicidal Spraying FY2015; PID 96977

Dear Mr. Bowling:

Attached are two (2) forms of Consent Legislation for the subject project that will begin construction in fiscal year, 2015. Per Section 5521.01 of the Ohio Revised Code, the Director of Transportation is required to request and receive legislation from municipalities, prior to making any necessary repairs to State Highways within the corporate limits. Please have both originals of the Legislation signed then return both to this office for further processing. Once they are signed in the District, one copy will be returned to you for your records.

This legislation may be retyped to suit local preferred format, however, no information may be deleted from the legislation, and the **Certificate of Copy, State of Ohio** must be returned signed and containing a line for the Director of Transportation's signature. Also, please put the county, route and section, along with the PID Number of the project on the cover letter, so the correct project information can be put with the related legislation. We would appreciate receiving this legislation as soon as it can be executed.

Your cooperation is greatly appreciated in this matter. Should you have any questions, please feel free to contact me at (330) 786-4921.

Respectfully,

James G. Kinnick, P.E.  
Planning & Engineering Administrator

A handwritten signature in cursive script that reads "James R. Bruner".

Steven J. Rebillot *For Steve Rebillot*  
Planning Administrator

JGK/SJR:vb

Enclosures

cc: file



**PRELIMINARY LEGISLATION**  
**RC 5521.01**

Ordinance/Resolution# \_\_\_\_\_  
PID No. 96977  
County/Route/Section D04-HS FY2015

The following is \_\_\_\_\_ enacted by the City of Kent of Portage  
(An Ordinance/a Resolution) (Local Public Agency)  
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

**SECTION I - Project Description**

WHEREAS, the (LPA/STATE) has identified the need for the described project:

Herbicidal spraying on SR261 within the City limits

NOW THEREFORE, be it ordained by the City of Kent of Portage County, Ohio.  
(LPA)

**SECTION II - Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION III - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

**SECTION IV - Utilities and Right-of-Way Statement**

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of way costs include eligible utility costs.

**SECTION V - Maintenance**

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VI - Authority to Sign**

The \_\_\_\_\_ of said \_\_\_\_\_ is hereby empowered on behalf of  
the \_\_\_\_\_ to enter into contracts with the Director of Transportation which is  
(Contractual Agent) (LPA)  
(LPA)

necessary to complete the above described project.

Passed: \_\_\_\_\_, 20\_\_\_\_  
(Date)

Attested: \_\_\_\_\_  
(Clerk) (Officer of LPA - title)

Attested: \_\_\_\_\_  
(Title) (President of Council)

This \_\_\_\_\_ is hereby declared to be an emergency measure to  
(Ordinance/Resolution)  
expedite the highway project(s) and to promote highway safety. Following appropriate legislative  
action, it shall take effect and be in force immediately upon its passage and approval, otherwise it  
shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY  
STATE OF OHIO

City of Kent \_\_\_\_\_ of Portage \_\_\_\_\_ County, Ohio  
(LPA)

I, \_\_\_\_\_, as Clerk of the City of Kent \_\_\_\_\_  
(LPA)

of Portage County \_\_\_\_\_, Ohio, do hereby certify that the forgoing is a true and  
correct copy of \_\_\_\_\_ adopted by the legislative Authority of the said  
(Ordinance/Resolution)

City \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(LPA)

that the publication of such \_\_\_\_\_ has been made and certified of  
(Ordinance/Resolution)

record according to law; that no proceedings looking to a referendum upon such  
\_\_\_\_\_ have been taken; and that such

(Ordinance/Resolution) \_\_\_\_\_ (Ordinance/Resolution)  
and certificate of publication thereof are of record in \_\_\_\_\_ Page \_\_\_\_\_  
(Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if  
applicable, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CITY SEAL

\_\_\_\_\_  
Clerk

\_\_\_\_\_ of \_\_\_\_\_, Ohio  
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No  
Seal is required to accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.  
For the \_\_\_\_\_ of \_\_\_\_\_, Ohio  
(LPA)

Attest: \_\_\_\_\_, Date \_\_\_\_\_

\*\*\*\*\*

For the State of Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Director, Ohio Department of Transportation



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 30, 2014  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *BSD*  
RE: Lunch Valet Parking Service

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The City has received a request from the valet company, currently providing evening valet services for two of the downtown restaurants, to expand the scope of valet service delivery to include daytime hours of service.

The owners of the two restaurants are seeking City approval for valet services to be provided Monday through Friday, between the hours of 11:00 a.m. and 2:00 p.m. The lunch time valet service will be offered from a single valet zone, which will service both restaurant locations. Community Development staff has advised the valet company, if daytime valet service is approved by Council, the only allowable valet parking reservoir area will be in the PARTA Kent Central Gateway Multi-Modal Facility. The valet service company will be prohibited from using the municipal lot, located at 325 S. Depeyester Street, and will not be allowed to utilize available on-street parking spots for its daytime valet service operations.

Council did grant staff the ability to make minor adjustments to the valet zone permit program in order to address minor issues that may be identified once the program was implemented. Staff finds, however, the request to expand valet service delivery to days and times not included in the original scope of the program to be a substantive change that should be presented to Council for discussion and consideration.

I am respectfully requesting time at the February 5<sup>th</sup> Committee session to discuss this request in greater detail with the members of Council. If you need any additional information in order to add this item to the agenda, please let me know.

Cc: Jim Silver, Law Director  
Linda Jordan, Clerk of Council  
Michelle Lee, Police Chief  
Gene Roberts, Service Director  
John Tosko, Fire Chief

**MEMORANDUM**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**City of Kent**

Date: January 10, 2014

To: Dave Ruller, City Manager

From: Jennifer Barone, Development Engineer

Re: Lakes of Franklin Mills Subdivision Phase 5

Copy: Bridget Susel, Director of Community Development  
Linda Jordan, Clerk of Council  
Jim Silver, Law Director  
Gene Roberts, Service Director  
Jim Bowling, City Engineer  
Project file

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I hereby respectfully request City Council agenda time on February 5, 2014 to consider acceptance of sanitary sewer easement.

The Lakes of Franklin Mills Subdivision Phase 5 consists of seven lots on Stonewater Drive and two lots on Roy Marsh Drive. A sanitary collector line was installed to service the seven lots on Stonewater Drive. See the highlighted easement on the attached copy of the plat. This was the only public improvement for this phase of the subdivision. A cash bond has been provided for the required two year maintenance period.

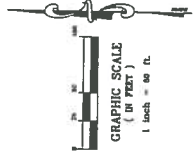
The original plat will need to be retrieved from Portage County and signed by the Clerk of Council then rerecorded. The original plat has been sent out by the Portage County Recorder's Office to be put on microfiche and is not available at this time. Once it becomes available, it will be delivered to Clerk of Council for signature and then to the Law Department to be recorded.

# REPLAT OF BLOCK 3R PHASE V THE LAKES OF FRANKLIN MILLS SUBDIVISION

SITUATED IN THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND ALSO  
AND KNOWN AS BEING PART OF FRANKLIN TOWNSHIP ORIGINAL, LOT NOS. 28 & 29  
PART OF PHASE I AS SHOWN IN THE LINES OF FRANKLIN MILLS REPLAT OF PHASE I  
SUBMISSION PLAT AS RECORDED IN PLAT 2003-91 OF THE PORTAGE COUNTY RECORDS.

JUNE, 2013

ACREAGE TABLE	
CITY SUMMARY	
BLOCK 3R	5.6364 AC.
BLOCK 3R (PROPOSED)	5.6364 AC.
PRESERVATION AREA	
TOTAL AREA	5.6364 AC.
(TO BE ACQUIRED)	2.1580 AC.
RECALCULATED	3.4784 AC.
GRADED	37.782'



PLAT 2013-25

**LEGEND**

- STAKE HOLE
- IRON PIPE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- RES.
- ACC.
- CALC.
- DATA
- DATE
- BY

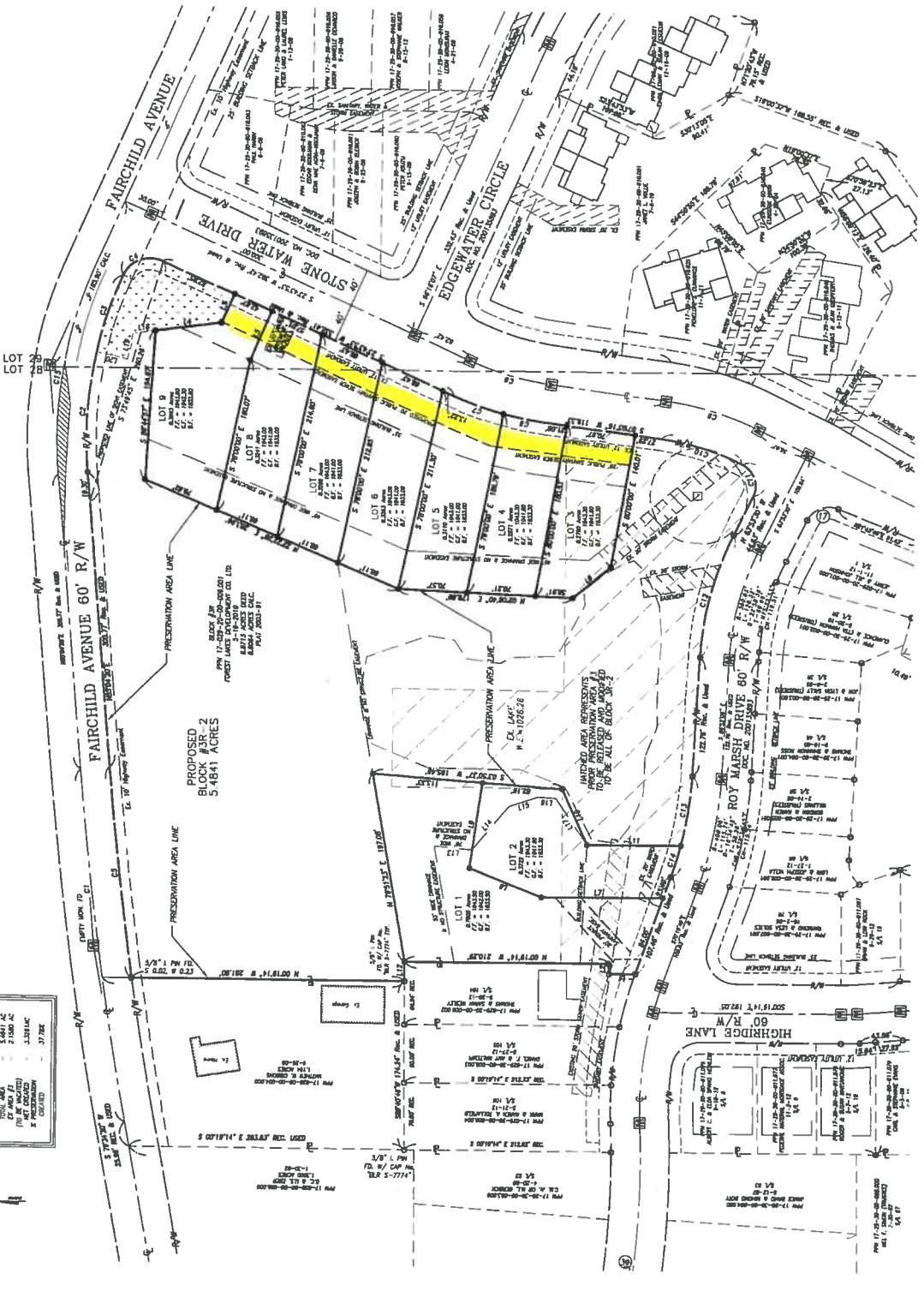
**SYMBOLS:**

- Circle with cross: SURVEY POINT
- Circle: METEORIC HOLE
- Circle with dot: GROUND NAIL
- Circle with horizontal line: CEMENT-PIECE SLICE
- Circle with vertical line: METEORIC HOLE
- Circle with diagonal line: GROUND NAIL
- Circle with 'X': METEORIC HOLE
- Circle with 'M': METEORIC HOLE

PROPERTY LINE	CURVE DATA	ADJACENT PROPERTY LINE
1	0.0000' RADIUS, 180.0000° ANGLE	180.0000°
2	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
3	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
4	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
5	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
6	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
7	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
8	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
9	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
10	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
11	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
12	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
13	1.1139' RADIUS, 178.1912° ANGLE	178.1912°
14	1.1139' RADIUS, 178.1912° ANGLE	178.1912°

**LINE TABLE**

LINE	LENGTH	BEARING
1	180.0000	180.0000°
2	1.1139	178.1912°
3	1.1139	178.1912°
4	1.1139	178.1912°
5	1.1139	178.1912°
6	1.1139	178.1912°
7	1.1139	178.1912°
8	1.1139	178.1912°
9	1.1139	178.1912°
10	1.1139	178.1912°
11	1.1139	178.1912°
12	1.1139	178.1912°
13	1.1139	178.1912°
14	1.1139	178.1912°
15	1.1139	178.1912°
16	1.1139	178.1912°
17	1.1139	178.1912°
18	1.1139	178.1912°
19	1.1139	178.1912°
20	1.1139	178.1912°



**SUBMITTER'S CERTIFICATION**

I, the undersigned, being a duly sworn surveyor of the State of Ohio, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly sworn and licensed surveyor of the State of Ohio. The information on this plat was obtained from reliable sources and I believe it to be correct to all intents and purposes. I am not aware of any other plat or instrument filed for record in this office which may affect the subject hereof. Witness my hand and seal of office, this 25th day of June, 2013.

Surveyor No. 7174  
PLAT NO. 2013-25

**PROFESSIONAL SEAL**

STATE OF OHIO  
SURVEYOR  
NORTH BRUNNEN  
7174

BRUNNEN ENGINEERING & SURVEYING CO.  
OFFICE: 27032-1007 E-MAIL: northbrunnen.com  
WEBSITE: www.northbrunnen.com

CHAPTER 1168  
LANDSCAPING, BUFFERING, AND SCREENING

- 1168.01 Purpose
- 1168.02 Applicability
- 1168.03 Landscaping Plan
- 1168.04 Sight Distance
- 1168.05 Existing Vegetation
- 1168.06 Landscaping Materials and Installation Standards
- 1168.07 Maintenance Standards
- 1168.08 Landscaping Parking Areas
- 1168.09 Buffering
- 1168.10 General Buffering Standards
- 1168.11 Flexibility in Requirements
- 1168.12 Types of Landscaping and Buffering
- 1168.13 Compliance
- 1168.14 Buffering Mixed Uses
- 1168.15 Buffering Subdivisions
- 1168.16 Buffering Perimeter
- 1168.17 Screening Service Structures
- 1168.18 Buffering Requirement Matrix

1168.01 PURPOSE

- A. The intent of this Chapter is to promote the public health, safety and welfare of the community by establishing minimum standards and requirements for the maintenance of existing natural amenities, and the design and installation of landscape improvements. Landscaping is viewed as a critical element of the physical environment contributing to the quality of aesthetics, development quality, stability of property values, and the overall improved character of the City. The standards and requirements provided by this Chapter are intended to help achieve the following functional and environmental objectives:
1. Promote the implementation of the Community Development Plans;
  2. Define, articulate, and integrate outdoor spaces, architectural elements, and various site elements;
  3. Promote compatibility between land uses by reducing negative physical, visual, auditory, and lighting impacts between adjacent land uses by requiring complementary landscape treatments and providing a transitional area adjacent to natural areas;
  4. Control soil erosion by slowing the effects of erosive winds and water;
  5. Provide reasonable standards to bring preexisting developed sites into compliance with the requirements contained herein;

6. Recognize and preserve the aesthetic value of existing natural areas such as woodlands, wetlands and floodplains within and adjacent to a development site;
7. Promote the reestablishment of vegetation in urban areas for aesthetic, health, and urban wildlife purposes;
8. Reduce stormwater runoff, pollution, temperature, and rate and volume of flow;
9. Establish and enhance the visual character of an area in a manner that provides pleasant aesthetics and addresses safety issues;
10. Aid in energy conservation by providing shade from the sun and shelter from the wind; and
11. Restore natural habitats through the reestablishment of native plants.

B. This Chapter provides of a set of landscaping standards and requirements for use throughout the City. These regulations address materials, placement, layout, and timing of installation.

#### 1168.02 APPLICABILITY

- A. The required provisions of this Chapter shall be approved as having been met prior to the issuance of a Certificate of Occupancy for any site development, or construction or improvement of any building, structure, or vehicular use area.
- B. With the exception of individually platted single-family and two-family dwellings, this Chapter shall apply to new property development and any collective substantial expansion or improvements of existing structures involving:
  1. New subdivisions;
  2. Any land dedicated for a park or public open space;
  3. Any new land use which also requires the provision of five (5) or more parking spaces; and
  4. Substantial improvements to existing land uses, but only to the extent of the alteration or expansion, and not for the entire property, unless the alteration or expansion is substantial. An alteration or expansion to an existing building or structure shall be deemed substantial based on the following criteria:

When Existing Structure is....	A Substantial Expansion is...
0 - 1,000 sq. ft.	50% or greater
1,001 - 10,000 sq. ft.	40% or greater
10,001 - 25,000 sq. ft.	30% or greater
25,001 - 50,000 sq. ft.	20% or greater
50,001 sq. ft. and larger	10% or greater



## 1168.03 LANDSCAPING PLAN

- A. A separate detailed Landscaping Plan shall be submitted for any property to which this Chapter applies as part of the Site Plan or Development Plan review process.
1. When new development, or the expansion of an existing structure, involves the construction of more than seven thousand five hundred (7,500) square feet of gross floor area the applicant shall furnish a separate detailed Landscaping Plan prepared by a landscape architect in the State of Ohio; and
  2. Landscaping Plans shall show location, spacing, size, variety and other pertinent data concerning existing and proposed landscaping materials.
- B. The Landscaping Plan must be drawn at a reasonable scale to indicate all types of proposed landscape improvements at a minimum of one inch equals thirty feet (1" = 30') and shall include at least the following information:
1. North arrow and scale;
  2. Name of the applicant/owner;
  3. Name, address and phone number of the person or firm responsible for the preparation of the Landscaping Plan;
  4. Dates on which the plan was submitted or revised;
  5. All existing and proposed buildings and other structures, paved areas, planted areas, fencing, walls, water outlets, utility poles, fire hydrants, luminaires, underground utilities, signs, fences, dumpster locations, and other permanent features to be added to or retained on the site;
  6. All existing plant material to be removed or retained and all proposed additions or changes to landscaping, buffering, and walkways, illustrating existing natural land features including, but not limited to: trees, forest cover, and water resources (Water resources include ponds, lakes, streams, wetlands, flood plains, and drainage ditches and retention areas, rivers, and any other body of water or waterway).
  7. A schedule of all new landscaping materials to be installed. The plant list shall include the common name, specified installation size, and on-center planting dimensions when applicable. When the list of plant material to be removed contains existing trees, the Landscaping Plan shall justify that building location and placement has been developed with due consideration given to minimizing removal of trees. Quantities of plant material required shall be referenced on the plan;
  8. Locations and dimensions of existing and/or proposed streets, sidewalks, curbs and gutters, railroad tracks, paths, walkways, bikeways, and/or other impervious surfaces, in addition to illustrating natural and man-made streetscaping such as paving materials, vegetative materials, and material and design of street furniture;

9. All property lines and easements;
10. Details shall be shown for the planting of trees, shrubs and ground cover within the buffered or landscaped area;
11. Proposed irrigation fixtures shall also be shown, including, but not limited to the location and type of all sprinkler heads, the size of mainline and irrigation piping, the location and size of water meters and all valves, and the location of back flow prevention devices and irrigation controllers;
12. Location and description of any and all storm water management or low impact development techniques used in site design (i.e. rain gardens, detention/retention ponds, filter strips, et cetera); and
13. Any other information which is determined necessary by the Community Development Director or Planning Commission for adequate review of the proposal.

#### 1168.04 SIGHT DISTANCE

All landscaped areas on corner lots and in median strips must meet the sight distance standards. Within the sight distance area, the following standards shall apply:

- A. Low shrubs, pursuant to Section 1168.06(B)(4)(b) (Shrubs and Hedges), shall be substituted for the required high shrubs or screening plant materials within sight distance areas;
- B. No tree shall be planted closer than twenty-five (25) feet to the squared sidewalk corner of a street intersection; however, trees with at least eight (8) feet of limbless trunk may be permitted within the sight distance triangle; and
- C. In the case of a street intersection, the sight triangle shall consist of the area between points thirty (30) feet along both intersecting streets from their respective edge of pavements. (See Figure 1168-1)

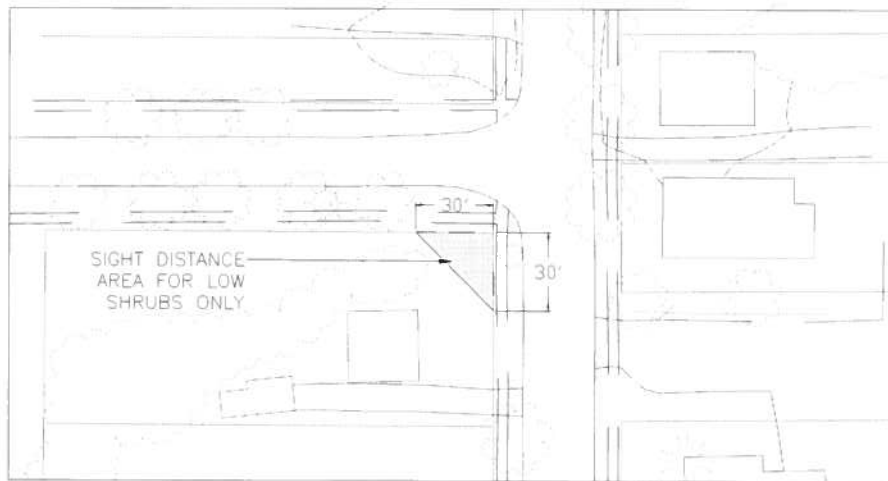


FIGURE 1168 -1

#### 1168.05 EXISTING VEGETATION

- A. Existing landscaping or natural vegetation, as shown on a Landscaping Plan and that are in satisfactory condition, may be used to meet the standards and satisfy the requirements of this Chapter in whole or in part, if protected and maintained during the construction phase of the development;
- B. Every development to which this Chapter applies shall retain all existing trees eighteen (18) inches in diameter or more, unless during the Site Plan or Development Plan review process, it is determined by the Planning Commission that the retention of such trees would unreasonably burden the development; and
- C. No excavation or other subsurface disturbance may be undertaken within the drip line of any tree eighteen (18) inches in diameter or more, and no impervious surface (including, but not limited to, paving or buildings) may be located within twelve and one-half (12.5) feet (measured from the center of the trunk) of any tree eighteen (18) inches in diameter or more unless compliance with this Subsection would unreasonably limit reasonable use of the site, as determined by the Planning Commission.

## 1168.06 LANDSCAPING MATERIALS AND INSTALLATION STANDARDS

A. General Standards. All plant material shall conform to the latest version of the American Standard for Nursery Stock (ANSI Z60.1). Plant material shall be of standard quality or better, true to name and type of their species or variety, and be free of disease, insects, and or damage.

1. Alternatives to these materials that can be shown to meet both the intent and requirements of this Chapter may be approved as part of a Landscaping Plan;
2. Plant material selection should include consideration of soil type and depth, the amount of maintenance required, spacing, exposure to sun and wind, the slope and contours of the site, and compatibility with existing native vegetation preserved on the site;
3. Landscaping materials shall be installed as not to obscure traffic signs, fire hydrants, lighting, drainage patterns, or sight distance areas for the safety of ingress and egress; and
4. All required new landscaping, screening, and buffering materials shall be installed in accordance with generally accepted nursery industry principles and procedures.

B. Vegetative Landscaping Materials: The following items are suitable vegetation for screening use individually or in combination provided they create the desired density of screening, subject to review and approval by the Community Development Director.

1. General:

- a. Vegetative materials used in conformance with the provision of this Section shall conform to the standards of the American Association of Nurserymen and shall have passed any inspection required under state regulations.
- b. Such vegetative materials shall be obtained from established commercial licensed nursery growers and installed by licensed nursery and/or landscape contractors.
- c. Such vegetative materials shall also be true to name and type. Nursery stock identification tags shall not be removed from any planting prior to inspection and approval of final installation by the City.

2. Grass and Ground Cover:

- a. Grass shall be planted in species normally grown as permanent lawns. Grass species shall be selected to ensure slow growth and low water consumption whenever possible. The installation of grass shall require commercial fertilizer, 12-12-12, applied at the rate of twenty (20) pounds per one thousand (1,000)

square feet. Grass seeding shall be applied at the rate of eight (8) pounds per one thousand (1,000) square feet, and shall consist of: Kentucky Blue Grass (40%); Saturn Perennial Rye (15%); Prizm Perennial Rye (15%); Manhattan 3 Perennial (15%); and Affinity Perennial Rye (15%).

- b. Grass sod shall be clean and free of weeds and noxious pests or diseases.
  - c. Ground cover shall be provided in two and one quarter (2.25) inch peat pots, and planted a minimum of eight (8) inches on center and shall be planted in such a manner to present a finished appearance and seventy-five (75) percent coverage after one (1) complete growing season. If approved as part of a Landscaping Plan, ground cover may also consist of rocks, pebbles, wood chips, and/or other natural material.
3. Vines. Shall be provided in 2 year-#2 containers at planting, and are generally used in conjunction with walls, fences, or screening.
  4. Shrubs and Hedges. Shrubs and hedges shall be at least thirty-six (36) inches average in height and spread at the time of planting. Where required for buffering or screening, all shrubs and hedges shall be designed to provide a continuous, year-round, solid visual screen of the requisite level of opacity.
    - a. High shrubs must reach a mature height of at least six (6) feet within four (4) years after the date of the final approval of each planting.
    - b. Low shrubs must reach a mature height of at least three (3) feet within two (2) years after the date of the final approval of each planting.
    - c. The height at installation of the planting shall be measured from the level of the surface of the plant base at the edge closest to the screening.
  5. Trees. Planting and maintaining a diverse urban forest is the goal of the tree program to prevent an over-dependence on a few species. The trees shall be species which are resistant to insects and disease and which do not cause interference with underground utilities or street lighting. Trees shall be chosen according to the list of trees within the Urban Forest Management Plan in the City of Kent Codified Ordinances and with the approval of the City Arborist. Trees shall also be installed and maintained according to the Urban Forest Management Plan.

#### D. Non-Vegetative Landscaping Materials:

1. Earth Mounds. Earth mounds are preferable to walls or fencing as a physical barrier to buffer or screen views and noise. Differences in elevation between areas requiring screening does not constitute an earth mound. Earth mounds shall be constructed of earthen materials and shall conform to the following standards:

- a. The maximum side slope shall be three horizontal to one vertical (3:1) and the design shall be reviewed by the Community Development Director to ensure that proper erosion prevention and control practices have been utilized;
- b. Earth mounds shall be designed with physical variations in height and alignment throughout their length;
- c. Landscaped plant materials shall be arranged and installed on earth mounds in an irregular pattern to accentuate the physical variations in height and alignment and achieve a more natural appearance;
- d. The Landscaping Plan shall show sufficient detail, including a plan and profile of earth mounds, soil types and construction techniques to demonstrate compliance with the above provisions;
- e. Earth mounds shall be located and designed to minimize the disturbance to existing trees located on the site or adjacent thereto;
- f. No part of any berm or earth form which is elevated more than eighteen (18) inches above natural grade shall be located within twenty (20) feet of any right-of-way or property line; and
- g. Ground cover shall be used and maintained to prevent erosion of the earth mound.

2. Walls and Fences:

a. General:

- (1) When walls or fences are used to fulfill screening requirements, they shall be detailed on the Landscaping Plan and subject to Planning Commission approval. They are to be of weatherproof materials. This includes pressure treating or painting of lumber if it is not redwood or cedar and using aluminum or galvanized hardware.
- (2) A fence or wall shall not be located so as to adversely affect the vision of drivers on the public streets or from driveways intersecting public streets.

(3) All portions of the property shall remain accessible from outside the fence area by means of a gate or other opening.

(4) Fences and walls shall be permitted in any required yard, or along the edge of any yard.

b. Residential Fences:

(1) Fences in all residential districts which enclose property and/or are within a required side or rear yard, shall not extend toward the front of the lot nearer the building line or the required minimum front yard, whichever is greater.

(2) Fences which enclose public or institutional parks, playgrounds, or public landscaped areas, situated within a residential area, shall not exceed eight (8) feet in height, measured from the surface of the ground, and shall not exceed twenty-five (25) percent opacity.

c. Accent Fences and Picket Fences. Accent fences and picket fences shall be permitted in all zoning districts if limited to four (4) feet in height as measured from grade, and if designed only to partially enclose an area and serve only an ornamental purpose.

d. Arbors and Trellises. Arbors or trellises shall be permitted in all zoning districts. Arbors or trellises, which are detached from the building, may encroach on a required side yard, side yard which abuts a street and forward of the principal structure provided that:

(1) The surface of the arbor or trellis shall be at least 50% open; and

(2) Such arbors and trellises shall be of a size no greater than the following maximum dimensions:

Maximum Height 8 feet

Maximum Width 5 feet

Maximum Depth 3 feet

e. Solid fences. Solid fences of an approved type shall be permitted in all zoning districts only in side and rear yards and/or to enclose a deck, patio, or pool. Solid fences shall not be located within a required front yard. Solid fences shall not be used to enclose the entire perimeter of the property.

- f. Brick, Stone or Masonry Walls. Brick, stone or masonry walls are permitted forward of the building line but cannot exceed three feet in height.
- g. Hedges. Hedges shall be permitted in all zoning districts. Hedges shall not be located within any no build zone, conservation zone/no disturb zone, drainage easement, floodway, flood plain or other area which would be detrimental to the public health, safety or welfare.
- h. Prohibited Fencing. Electrified, barbed wire, razor wire, and stockade fences are hereby prohibited in all zoning districts.

#### 1168.07 MAINTENANCE STANDARDS

- A. All landscaping materials shall be installed and maintained according to generally accepted nursery industry procedures.
- B. The owner/lessee or responsible party of the property shall be responsible for the continued property maintenance of all landscaping materials (both vegetative and non-vegetative) and landscaped areas, and shall keep them in a proper, neat and orderly appearance, in a weed-free condition, clear of undesirable undergrowth, and free from refuse and debris at all times.
- C. All unhealthy or dead plant material shall be replaced within one year, or by the next planting period, whichever comes first. All replacement plants shall conform to the standards that govern the original installation.
- D. All plant growth in landscaped areas shall be controlled by pruning, trimming, or other suitable methods so that plant materials do not interfere with public utilities, restrict pedestrian or vehicular access, or otherwise constitute a hazard.
- E. All non-vegetative materials used in landscaping, screening, or buffering shall be maintained in a suitable condition to continuously meet original installation standards. Any repairs or replacements needed to maintain such standards shall be made within six months of notice of violation by the Community Development Director.
- F. Violation of these installation and maintenance provisions shall be grounds for the Community Development Department to refuse a Development Permit, require replacement of the landscaping material, or institute legal proceedings to enforce the provisions of this Chapter.



## 1168.08 LANDSCAPING IN PARKING AREAS

- A. Landscaping within parking areas, whether ground cover or upright plant material, is necessary not only to reduce the generation of heat and water runoff, but also to visually interrupt the expanse of paved areas. The use of parking islands or peninsulas strategically placed throughout a parking area is required to landscape the interior of parking areas. The use of shade trees in these landscape areas is encouraged. All off-street parking areas, access drives, or other vehicle use areas shall be landscaped with plantings of grass, shrubs or trees according to the minimum requirements set forth hereunder.
- B. Screening of parking areas and service areas shall be provided through landscaping and/or ornamental walls or fences that are harmonious with adjacent development. Visual relief for parking areas greater than fifty (50) parking spaces shall be provided through the use of landscaping and trees planted on dividers, islands and around walkways.
- C. Interior Parking Areas
  - 1. Parking must be partially shaded by deciduous trees (either existing or newly planted) that have or will have, when fully mature, a trunk at least twelve (12) inches in diameter. When trees are planted to satisfy the requirements of this Subsection, the types of trees chosen shall meet the standards of the Urban Forest Management Plan.
  - 2. Each tree of the type described in Subsection A shall be presumed to shade a circular area having a radius of fifteen (15) feet with the trunk of the tree as the center, and there must be a sufficient number of trees so that, using this standard, thirty (30) percent of the parking area will be shaded.
  - 3. No paving may be placed within five (5) feet (as measured from the center of the trunk) of any existing tree retained to comply with the requirements of this Chapter, and new trees planted to comply with the requirements of this Chapter shall be located so that they are surrounded by at least two hundred (200) square feet of unpaved and pervious area.
  - 4. Parking areas shall be designed and detailed to prevent vehicles from striking trees. Parked vehicles may hang over the interior landscaped areas by no more than three (3) feet. Concrete or other wheel stops shall be provided to ensure no greater overhang or penetration into the landscaped area.
- D. All landscaped islands within parking areas shall be irrigated to provide an adequate water source, or must otherwise be approved by the Development Engineer.

E. The following is a simple formula for determining the number of shade trees required in and around paved parking areas in order to satisfy the shading requirements of this Section:

(1) Calculate square footage of the parking area, including internal drives and connected circulation areas:	_____	sq. ft.
(2) Multiply		X 0.30
(3) Area to be Shaded - (Total of lines 1 x 2)	_____	sq. ft.
(4) Area shaded by existing trees to be retained in and around the parking area (See Footnote 1)	_____	sq. ft.
(5) Area shaded by new trees, if any (See footnote 2)	_____	sq. ft.
(6) Subtotal:	_____	sq. ft.
(If line 6 is greater than line 3, then the shading requirement has been met. If line 6 is less than line 3, then go to line 7.)		
(7) Enter the difference between line 6 and line 3	_____	sq. ft.
(8) Divide line 7 by 707		/ 707
(9) Total number of shade trees required within the parking area =	_____	trees

Footnotes:

1. Existing trees retained in compliance with Section 1168.05 (Existing Vegetation) will be credited according to their actual crown radius. Shaded area may be calculated as follows:  $3.14 \times (\text{crown radius})^2 = \text{shaded area}$ .

2. Trees planted within the parking area are credited with shading seven hundred seven (707) square feet (based on crown radius of fifteen feet). New or existing trees on the perimeter of the parking area are credited for having only half a crown over the parking area.

### 1168.09 BUFFERING

A. This Section provides the requirements for landscaping, landscaped buffers, walls, and/or fences to define urban spaces, and buffer less intense uses from those of greater intensity and physical impact. Required buffering and landscaping shall consist of maintained living vegetative material such as trees, shrubs, ornamental plants or non-vegetative materials such as earth mounding or fencing made of wood. This Chapter provides minimum landscaping and buffering standards for:

1. The development of land to provide suitable buffering between incompatible land uses;

2. Buffering from view visually undesirable uses and establishing a greater sense of privacy from visual or physical intrusion, the degree of privacy varying with the intensity of the buffering. Even minimal buffering can provide an impression of separation of spaces, and more extensive buffering can shield entirely one use from the visual assault of an adjacent use;
3. Providing more attractive views from roads and adjacent properties;
4. Protecting, preserving and promoting the aesthetic appeal, character and value of the surrounding neighborhoods;
5. Protection of the health, safety and welfare of the community through the reduction of noise, air and visual pollution, and artificial light glare.

B. The provisions of this Chapter are necessary to safeguard the public health, safety and welfare. Nothing in this Chapter shall prevent the provision of landscaping in excess of the minimums specified herein.

#### 1168.10 GENERAL BUFFERING STANDARDS

- A. Once buffering has been approved by the Community Development Director and established by the developer, it may not be used, disturbed or altered for any purpose.
- B. A buffer area shall consist of an area within a required interior setback adjacent to a property line and having a depth equal to the amount specified in the type of buffering required and containing a length equal to the length of the property line of the abutting use or uses.
- C. A buffer area shall only be occupied by utilities, screening, sidewalks, bikeways, and landscaping. No buildings, accessways, or parking areas shall be allowed in a buffer area except where an accessway has been previously approved by the City.
- D. Buffering may be located in required front, rear, and side yards.
- E. In no case shall landscaping or buffering be established so as to block the sight distance at street or drive intersections. All landscaped areas on corner lots and in median strips shall meet the sight distance standards of Section 1168.04 (Sight distance). Sight distance concerns shall be reviewed and approved as part of the Site Plan or Development Plan review process.

#### 1168.11 FLEXIBILITY IN REQUIREMENTS

- A. Due to the wide variety of types of developments and the relationships between them, it is neither possible nor prudent to establish inflexible buffering requirements. Therefore, the Planning Commission, or the permit-

issuing authority acting on their behalf, may permit deviations from the presumptive requirements of this Chapter and may either require more intensive or allow less intensive buffering whenever it finds such deviations are more likely to satisfy the standards set forth in this Article without imposing unnecessary costs on the developer.

- B. Without limiting the generality of Subsection A, the Planning Commission or the permit-issuing authority may modify the presumptive requirements for:
  - 1. Commercial developments located adjacent to residential uses in business zoning districts;
  - 2. Commercial uses located adjacent to other commercial uses within the same zoning district;
  - 3. Vegetative and/or topographic conditions that provide a natural buffer that existed prior to the development of a property.
    - a. Every effort shall be made to retain such conditions.
    - b. In such cases, additional buffering may not be required, when provisions are made for the continued maintenance of such areas.
- C. The requirement for the installation of buffers may be waived if equivalent buffering is provided by existing or planned parks, parkways, recreation areas.
- D. Whenever the Planning Commission or the permit-issuing authority allows or requires a deviation from the presumptive requirements set forth in this Section, it shall be entered on the face of the permit the modified buffering requirement that it imposes to meet the standards set forth in this Section and the reasons for allowing or requiring the deviation.

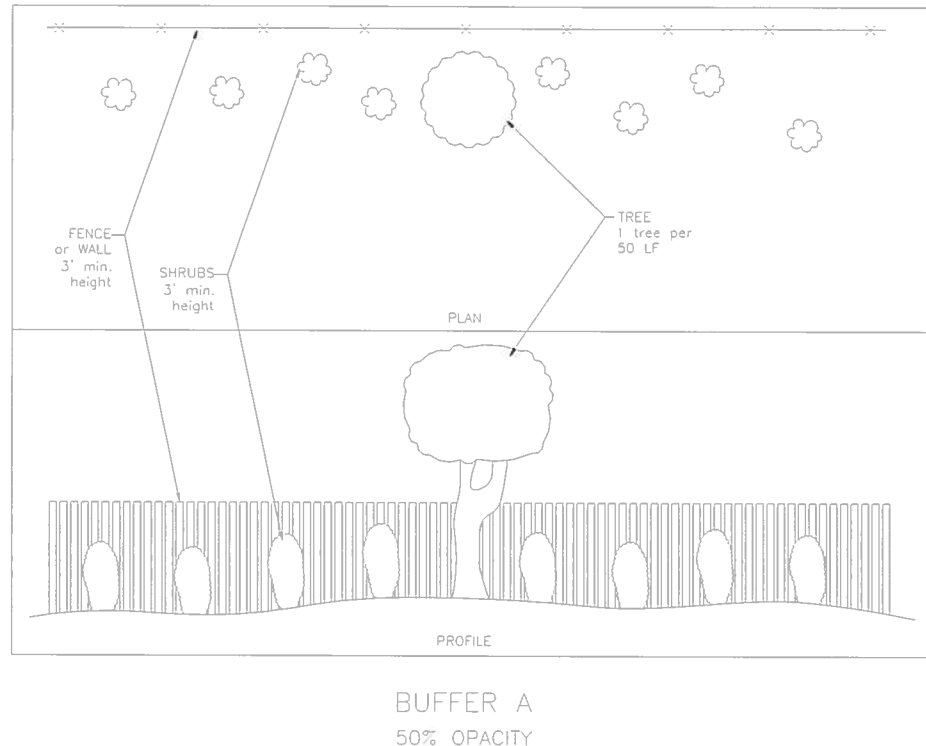
## 1168.12 TYPES OF LANDSCAPING AND BUFFERING

### A. General Landscaping

- 1. Intent: The General Landscaping standard is a landscaped treatment for open areas. It is intended to be applied in situations where distance is used as the principal means of separating uses or development, and landscaping is required to enhance the area in-between. While primarily consisting of ground cover plants, it may also include a mixture of trees, high shrubs, and low shrubs.
- 2. Planting Patterns: The following is the standard for trees and shrubs. Ground cover plants must fully cover the remainder of the landscaped area.
  - a. One (1) tree is required and either two (2) high shrubs or three (3) low shrubs for every 5000 square feet of parcel area.

## B. Buffer A

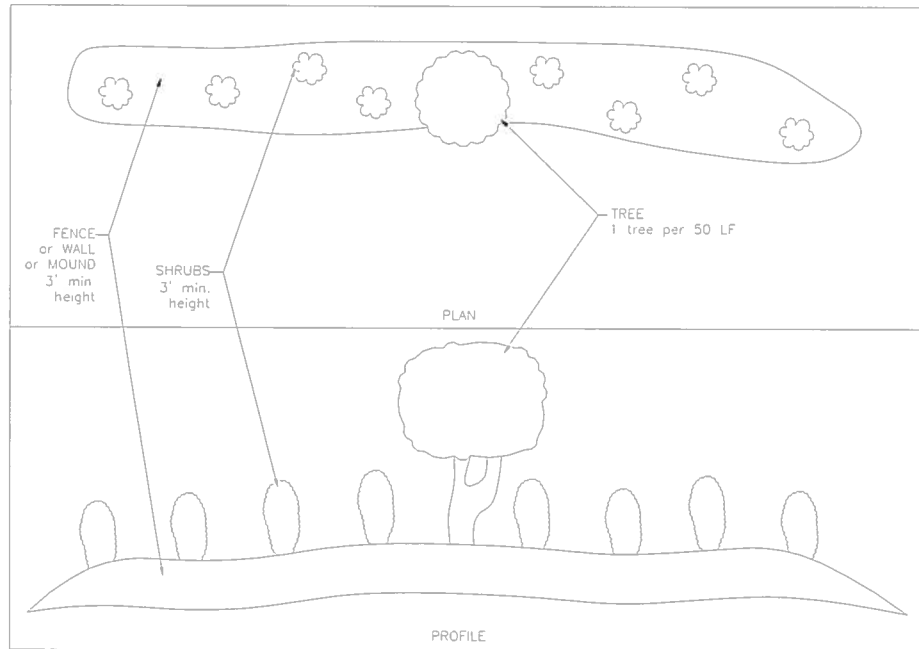
1. Intent: The Buffer A standard is a landscaped buffer which uses a combination of distance and low-level screening to separate uses or developments. The standard is applied where a low level of buffering is adequate to soften the impact of the use or development, or where it is intended to create the impression of a separation of spaces without necessarily eliminating visual contact between the uses.
2. Planting Patterns: The standard requires a screen that is partially opaque from the ground to a height of three (3) feet, with intermittent visual obstruction from above the opaque portion to a height of at least six (6) feet.
  - a. Buffering shall be located within the minimum required yard.
  - b. Fifty (50) percent opacity shall be maintained year-round;
  - c. Trees shall be planted at a ratio of one (1) tree per fifty (50) lineal feet on center and surrounded with assorted shrubbery, or as appropriate to provide a tree canopy over the landscaped area.
  - d. Ground cover plants must fully cover the remainder of the landscaped area.
  - e. A three (3) foot high masonry wall, low shrubs, fence, or a landscaped earth mound shall be used for the low level screening, along with required trees and ground cover plantings.
  - f. When applied along street lot lines, the screening, mounding, or wall is to be placed along the interior side of the landscaped area.
  - g. Compliance of planted vegetative screens or natural vegetation with the requirements of this Chapter will be judged on the basis of the average mature height and density of foliage of the subject species, or field observation of existing vegetation. The screen may contain deciduous plants.



### C. Buffer B

1. Intent: The Buffer B standard is a landscaped buffer which uses screening to provide the physical and visual separation between uses or development. This buffering is intended to exclude all visual contact between uses and to create a strong impression of spatial separation.
2. Planting Patterns: This standard requires complete (100%) opacity from the ground to a height of at least three (3) feet, another three (3) feet of partial opacity (50%), with intermittent visual obstructions from the opaque portion to a height of at least twenty (20) feet.
  - a. Buffering shall be located within the minimum required yard.
  - b. Trees shall be planted at a ratio of one (1) tree per fifty (50) lineal feet on center and surrounded with assorted shrubbery, or as appropriate to provide a tree canopy over the landscaped area.
  - c. The lower opaque portion of the buffer must be opaque in all seasons of the year. A landscaped earth mound shall be used for such low level buffering. A three (3) foot masonry wall may be substituted for the required mound along with required trees and ground cover plantings. Natural materials planted on mounds shall be staggered.

- d. A three (3) foot high partially opaque buffer composed of a fence, planted vegetation, or existing vegetation shall be installed atop the mounding to provide intermittent visual obstruction for the required partial opacity. At maturity, the portion of intermittent visual obstructions at the three (3) to six (6) foot level should not contain any completely unobstructed openings more than ten (10) feet wide. A minimum of ninety-five (95) percent opacity shall be maintained year around. The portion of intermittent visual obstructions may contain deciduous plants.
  - e. Trees shall be planted as appropriate to provide a tree canopy over the landscaped area and surrounded with assorted shrubbery planted at various positions along the horizon to provide the required opacity and tree canopy over landscaped areas and/or mounding. Tall evergreen trees should be staggered, with branches touching the ground.
  - f. Compliance of planted vegetative screens or natural vegetation with the requirements of this Chapter will be judged on the basis of the average mature height and density of foliage of the subject species, or field observation of existing vegetation.
3. Exceptions: In special instances where extensive buffering of both visual and physical impacts is needed to protect abutting sensitive uses in areas and where there is little space for separation. In such instances, a six (6) foot high masonry wall may be substituted for the opaque screen along the interior side of the landscaped area. One (1) tree is required per fifty (50) lineal feet of wall or as appropriate to provide a tree canopy over the landscaped area. In addition, intermittently planted high shrubs are required at a ratio of one (1) per thirty (30) lineal feet of wall. Ground cover plants must fully cover the remainder of the landscaped area.



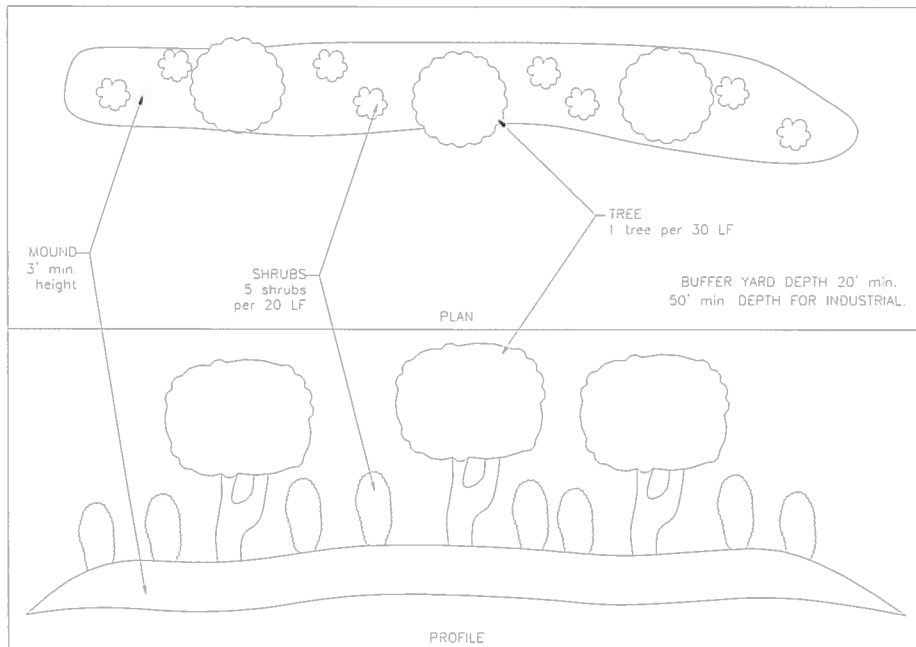
**BUFFER B**  
 100% OPACITY  
 from the ground to a height of 3'  
 50% OPACITY  
 for another 3' of height  
 INTERMITTENT OBSTRUCTIONS  
 to a height of 20' min.

#### D. Buffer C

1. Intent: The Buffer C standard is a landscaped buffer which uses screening and mounding to provide the physical and visual separation between uses, structures, or developments. It is used in those instances where acute visual separation is required. This Buffer is intended to limit visual contact between uses and to create a strong impression of spatial separation, while retaining some degree of visibility.
2. Planting Patterns: Buffer C yards shall be a minimum of twenty (20) feet in depth, however, on a site-specific basis the Planning Commission may determine that a depth greater than twenty (20) feet shall be required. For all industrial districts located adjacent to residential districts, the minimum buffer yard depth shall be fifty (50) feet. The following minimum standards are required for this degree of buffering:
  - a. Fifty (50) percent opacity shall be maintained year-round;
  - b. The height of the required buffering shall extend to one-half ( $\frac{1}{2}$ ) the building height of structure being screened. The required level of opacity shall be maintained to a maximum



- height of twelve (12) feet.
- c. One (1) canopy tree, rounded upward, for every thirty (30) linear feet of frontage.
- d. Five (5) shrubs for every twenty (20) linear feet of frontage.
- e. The Planning Commission may approve substitution of evergreen trees for up to fifty percent (50%) of the required trees.
- f. Mounding along the full width of the lot shall be required.
- g. Neither mounding, nor decorative landscape treatments shall block adequate safe distances at driveway locations and intersections.
- h. Side yard buffer strips shall begin at the setback line and extend the full length of the lot line.



**BUFFER C**  
 50% OPACITY year round  
 for one-half the building height  
 with a max. of 12'

**E. Buffer D**

1. Intent: The Buffer D standard is a landscaped buffer used when a continuous physical screen is required to prevent any visual access from one use to another. It is used in those instances where total visual separation is required.

2. General Standards: Buffering shall contain vegetative plantings and/or architectural screening which meets the following requirements:
  - a. One hundred (100) percent opacity shall be maintained year-round;
  - b. The maximum slope of any buffer yard shall be 3:1. Additional width shall be added to any portion of any buffer yard that exceeds this slope such that the minimum buffer yard width is met by land less steep than 3:1.
  - c. The height of the required buffering shall extend to one-half ( $\frac{1}{2}$ ) the building height of structure being screened. The required level of opacity shall be maintained to a maximum height of twelve (12) feet.
  - d. Buffering shall be located entirely within the lot of higher-intensity use and abutting a lot of lower-intensity use, or adjacent right-of-way. However, such buffer yard may be placed in the lot of lower-intensity use or partially on both lots if both lots and the entire buffer yard width are within common ownership and a permanent easement is provided over any portion of the buffer yard on the lot of lower-intensity use. When abutting a residential zoning district on the side or rear, the buffering requirements set forth in Chapter 1155.04(d) of the Zoning Code shall be used.
  - e. Buffer yards shall be maintained in a natural condition free of structures, loading or storage areas, parking, roads, or driveways. A driveway required to serve the principal structure on the site may exist in the buffer yard provided that the Planning Commission determines that such driveway does not lessen the effectiveness of any required side or rear buffer yard.
  - f. Buffer yards required by this Section shall be applied equally to all similarly situated properties. Modifications to these standards may be granted in writing by the Planning Commission. If the Planning Commission, after consultation with a Certified Landscape Architect, finds any of the following circumstances exist on the proposed building site, or surrounding properties:
    - (1) Natural land characteristics such as topography or existing vegetation on the proposed building site would achieve the same intent of this Section.
    - (2) Innovative landscaping or architectural design is employed on the building site to achieve an equivalent buffering effect.
    - (3) The required buffering would be ineffective at maturity due to the proposed topography of the site and/or the location of the improvements on the site.

(4) The topography of adjacent and surrounding sites is such that it would render the required buffering ineffective at maturity.

g. When the acreage of a site is significantly larger than the area proposed for physical improvements or active usage, buffer yards shall be reserved as required by this Section. However, to achieve the intent of this Section, the Planning Commission may require an alternative location and design for required buffering.

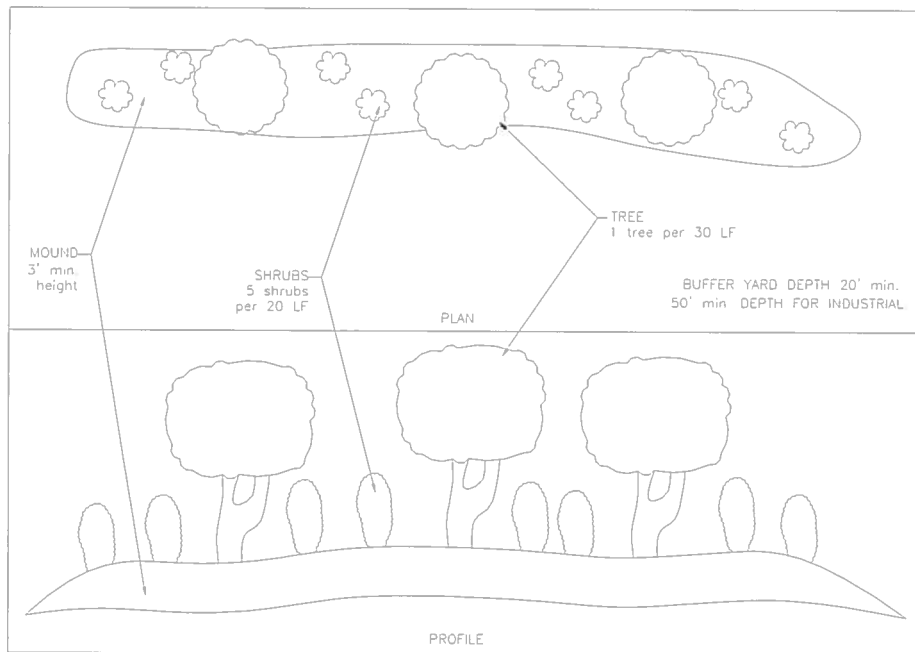
3. Planting Patterns: Buffering shall be a minimum of twenty (20) feet in depth, however, on a site specific basis, the Planning Commission may determine that a depth greater than twenty (20) feet shall be required, but in no case shall defer the minimum standard. For all industrial districts and other intense land uses located adjacent to residential districts, the minimum buffer yard depth shall be fifty (50) feet.

a. Small trees shall be planted as appropriate to provide the required level opacity and tree canopy over the landscaped areas, and surrounded with assorted shrubbery. Trees and vegetation may be grouped.

b. The height of the required buffering shall extend to one-half ( $\frac{1}{2}$ ) the building height of the structure being screened.

c. Trees shall be planted in a staggered pattern with no more than ten (10) feet between trees.

d. A landscaped mound may be used for screening up to a height of six (6) feet. A masonry wall may be substituted for vegetative materials up to four (4) feet. In both cases, screening shall be installed along with required trees and ground cover plantings. Natural materials planted on mounds shall be staggered.



#### BUFFER D

50% OPACITY year round  
for one-half the building height  
with a max. of 12'

#### 1168.13 COMPLIANCE

- A. Compliance of planted vegetative screens or natural vegetation will be judged on the basis of the average mature height and density of foliage of the subject species, or field observation of existing vegetation.

#### 1168.14 BUFFERING MIXED USES

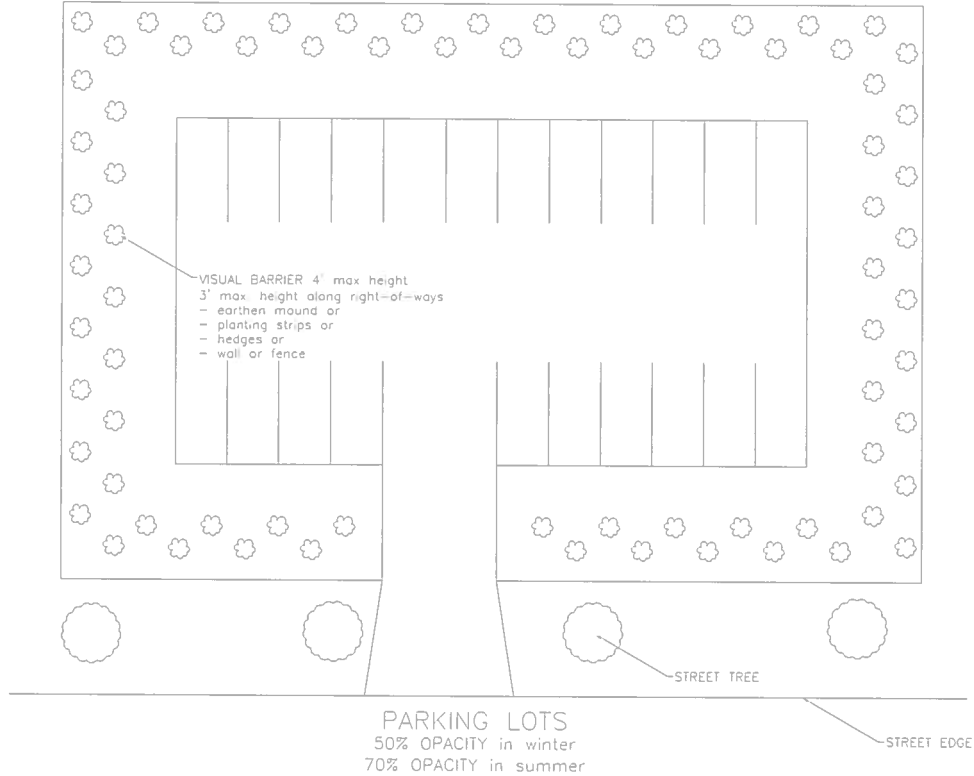
- A. In determining the buffering requirements that apply between a mixed use and another adjacent use, the Planning Commission or the permit-issuing authority shall proceed as if the principal uses that comprise the mixed use were not mixed and the most stringent of the requirements shall be applied.
- B. When two or more principal uses are combined to create a mixed use, buffering shall not be required between the component principal uses unless they are clearly separated physically and buffering is determined to be necessary to satisfy the standard set forth in this Section. Installation and maintenance requirements set forth in the Urban Forest Management Plan shall still apply accordingly.

#### 1168.15 BUFFERING SUBDIVISIONS

When undeveloped land is subdivided and only undeveloped lots are sold, the subdivider shall not be required to install any buffering. Buffering shall be required, if at all, only when the lots are developed. At such time the responsibility for installing such buffers shall be determined in accordance with the other requirements of this Chapter.

#### 1168.16 BUFFERING PERIMETER PARKING AREAS

- A. When a parking area is located within twenty (20) feet of a side or rear lot line, perimeter buffering shall effectively conceal parking areas and interior driveways from adjoining property with the use of earthen mounds, planting strips, hedges, walls or fencing for visual separation from adjoining property.
- B. Buffering shall be provided, in accordance with Section 1168.12 and remain unoccupied, except for landscape treatments such as trees, plantings, earth mounds, terraces, shrubs, permitted signs, and driveways (generally perpendicular to the right-of-way line).
- C. Landscaping materials shall be installed to provide a minimum of fifty (50) percent winter opacity and a seventy (70) percent summer opacity, to a height of four (4) feet within four (4) years after installation.
- D. Buffering of the parking area along any right-of-way shall be partially opaque and have a maximum height of three (3) feet and shall not obstruct sight distance at drive accessways.



### 1168.17 SCREENING SERVICE STRUCTURES

- A. Service structures, including, but not be limited to, loading docks, propane tanks, dumpsters, electrical transformers, and other equipment or elements providing service to a building or a site, shall be screened in all zoning districts.
- B. Required screening shall include a continuous planting, hedge, fence, wall, or similar screening feature that will enclose any service structure on all sides, unless such structure must be frequently moved, in which case screening on all but one side is required.
- C. Screening established with plant materials shall provide seventy-five (75) percent opacity within two (2) years of planting. All other types of screening shall completely screen service structures.
- D. The minimum height of the screening material shall be one (1) foot more than the height of the enclosed structure (within two (2) years of planting) but shall not be required to exceed ten (10) feet in height.
- E. Whenever a service structure is located next to a building wall, perimeter landscaping material, or off-street parking area, such landscaping or buffering

materials may fulfill the screening requirement for that side of the service structure if that landscaping or buffering material is of an average height sufficient to meet the height requirement set out in this district.

- F. Whenever screening material is placed around any trash disposal unit or waste collection unit which is emptied or removed mechanically on a regular basis, a barrier shall be provided which will prevent damage to the screening when the container is moved or emptied.

#### 1168.18 BUFFERING REQUIREMENT MATRIX

The following Buffer Requirement Matrix indicates the type of Landscaping and Buffering required between a proposed land use and an adjacent land use. To determine the type of buffering a proposed development must install, begin under the proposed use and follow that line across the page to its intersection with the adjacent use adjoins the property to be developed. For each intersecting square that contains a landscaping requirement, the developer must install the appropriate level of landscaping and buffering indicated.

- A. The proposed land use designations contained in the following Buffer Requirement Matrix are the basic land use types. The designations refer to types of buffering as described in Section 1168.12 (Types of Landscaping and Buffering) of this Chapter.
- B. If the proposed use is an existing use, but the required buffering is not in place, then such lack of buffering shall constitute a nonconforming situation, subject to all the provisions of Chapter 1169 Nonconforming Uses, Structures and Lots.

BUFFERING REQUIREMENT MATRIX			
	ADJACENT USE		
PROPOSED USE	residential	commercial	industrial
Residential -Single family/Two Family -Multi-family -Rooming house	general landscape no buffering required Buffer A Buffer A	general landscaping Buffer A Buffer A Buffer A	general landscaping Buffer C Buffer C Buffer C
Commercial -Food Establishment -Professional and Personal Services -Retail -Automotive sales and Services -Institutions	general landscaping Buffer B Buffer A  Buffer B Buffer C  Buffer B	general landscaping Buffer A Buffer A  Buffer A Buffer B  Buffer A	general landscaping Buffer A Buffer A  Buffer A Buffer B  Buffer A
Industrial	general landscaping Buffer D	general landscaping Buffer D	general landscaping Buffer D
Parking with 50 spaces or greater	Buffer D	Buffer D	Buffer A



**CITY OF KENT, OHIO**  
**LICENSE AGREEMENT**

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and Franklin Mills Home Owners Association, 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" – Legal Description  
Exhibit "B" – Site Plans, plats showing exact area being leased.

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: installation, maintenance and if deemed necessary by the City removal of a sign designating the entrance to Franklin Mills neighborhood 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 May 1, 2014, and ending on April 30, 2015 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 14.

**4. NECESSARY LICENSES AND PERMITS:**

**4.1** Licensee shall be licensed to do business in the State of Ohio and City of Kent, and upon request, Licensee shall demonstrate to the City that any and all such licenses are in good standing. 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:

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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 property, easements or right-of-ways. 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 removal, reconstruction, relocation or repair of the Licensee's changes to the City's property, then said removal, reconstruction, relocation 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. **REVOCATION AND TERMINATION:**

14.1 The City may revoke this license at any time. The Licensee may 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 personal 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**CITY OF KENT, OHIO**

\_\_\_\_\_  
Director of Public Service

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Parks & Recreation

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**RECEIVED**  
JAN 13 2014  
BY: \_\_\_\_\_

**LEGAL DESCRIPTION**

***FRANKLIN MILLS HOA  
SIGN LICENSE  
470 Sq. Ft. - 0.0108 Acres***

Situated in the City of Kent, County of Portage, State of Ohio and being part of Lot 27, Township 3 (Original Franklin Township), Range 9 of the Connecticut Western Reserve, and bounded and described as follows:

Commencing at a 5/8-inch rebar found in a monument box with cap number "BLR S-7774" at the intersection of the centerline of Stone Water Drive (60 foot Right-of-Way) with the centerline of Wrens Hollow Circle (60 foot Right-of-Way) as shown on Plat of the Lakes of Franklin Mills Subdivision Phase 4, Plat #2006-71 of the Portage County Recorders Records; Thence South 45°47'44" West, along the centerline of said Stone Water Drive, a distance of 46.50 feet to a 5/8-inch rebar found in a monument box with cap number "BLR S-7774" at a point of curvature; Thence southwesterly along the centerline of said Stone Water Drive a distance of 108.13 feet along the arc of a curve deflecting to the left, said curve having a radius of 250.00 feet, a Delta of 24°46'55", a Tangent of 54.92 feet, and a chord which bears South 33°24'16" West a distance of 107.29 feet to the point of tangency, referenced by 5/8-inch rebar found in a monument box with cap number "BLR S-7774"; Thence South 21°00'49" West, along the centerline of said Stone Water Drive, a distance of 110.06 feet to a 5/8-inch rebar found in a monument box with cap number "BLR S-7774" at a point of curvature; Thence southwesterly along the centerline of said Stone Water Drive a distance of 127.83 feet along the arc of a curve deflecting to the right, said curve having a radius of 650.00 feet, a Delta of 11°16'04", a Tangent of 64.12 feet, and a chord which bears South 26°38'51" West a distance of 127.62 feet to a point, Thence South 57°43'07" East, a distance of 42.00 feet to a point on the easterly line of a 12 foot utility easement on land conveyed to the City of Kent as recorded in Vol. 1075, Pg. 789 of Portage County Recorder Records and being the PRINCIPAL PLACE OF BEGINNING of the 0.0108 acre sign license area herein intended to be described;

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**LEGAL DESCRIPTION**

***FRANKLIN MILLS HOA  
SIGN LICENSE***

Thence South 57°43'07" East, a distance of 20.00 feet to a point;

Thence southwesterly a distance of 23.85 feet along the arc of a curve deflecting to the right, said curve having a radius of 712.00 feet, a Delta of 1°55'10", a Tangent of 11.93 feet, and a chord which bears South 33°14'28" West a distance of 23.85 feet to a point;

Thence North 55°47'56" West, a distance of 20.00 feet to a point on the easterly line of said 12 foot utility easement along Stonewater Drive;

Thence northeasterly a distance of 23.18 feet along the arc of a curve deflecting to the left, said curve having a radius of 692.00 feet, a Delta of 1°55'10", a Tangent of 11.59 feet, and a chord which bears North 33°14'28" East a distance of 23.18 feet to the *PRINCIPAL PLACE OF BEGINNING* and containing 0.0108 acres of land, be the same more or less, but subject to all legal highways, and easements of record as determined by a survey performed by Bruce L. Robinson, P.S. No. 7774 of B.L. Robinson Engineering & Surveying, Co. in January 2014.

- Basis of Bearing for this survey is South 45°47'44" West as the centerline of Stone Water Drive and shown in the Lakes of Franklin Mills Phase 2 Subdivision Plat as recorded in Plat Volume 2004-93 of the Portage County Recorders Records.

  
\_\_\_\_\_  
Bruce L. Robinson, P.S. 7774

1/10/14  
\_\_\_\_\_  
Date

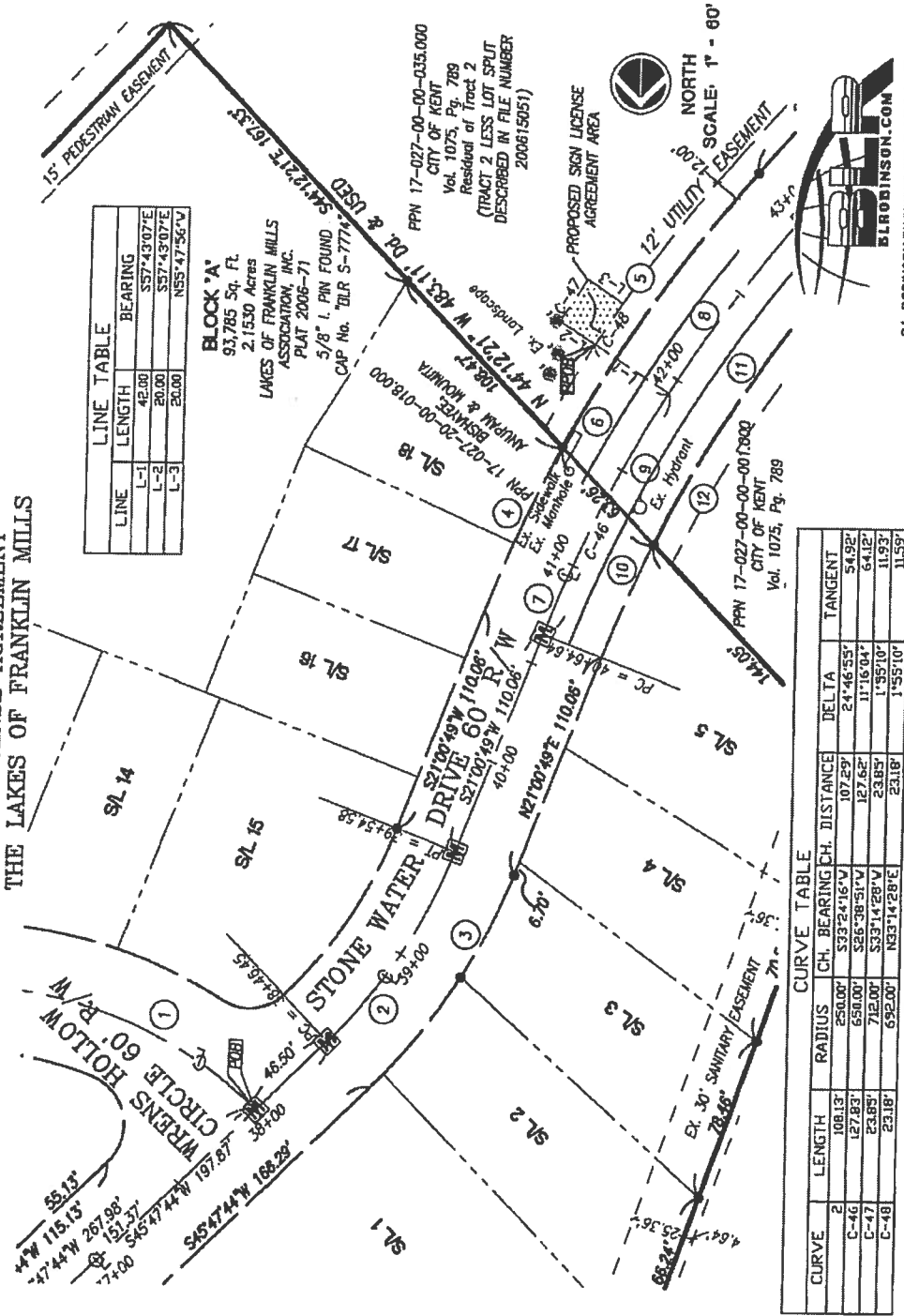


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# EXHIBIT "B" SITE PLAN / TAX MAP

## EXHIBIT "A" SIGN LICENSE AGREEMENT THE LAKES OF FRANKLIN MILLS







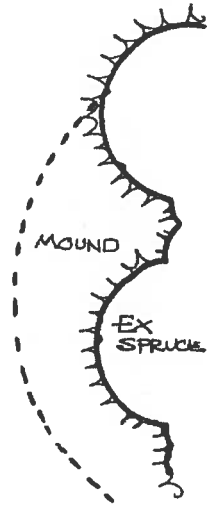
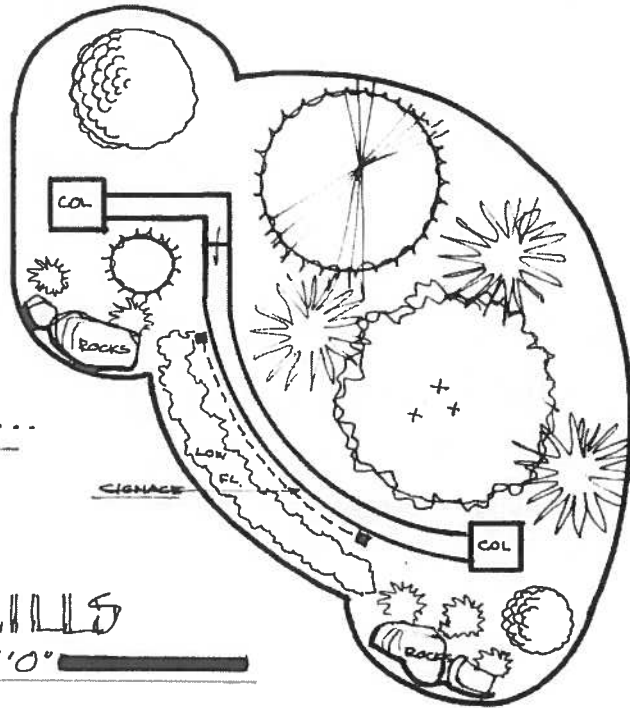
RIGHTSIDE

LANDSCAPE DESIGN for...

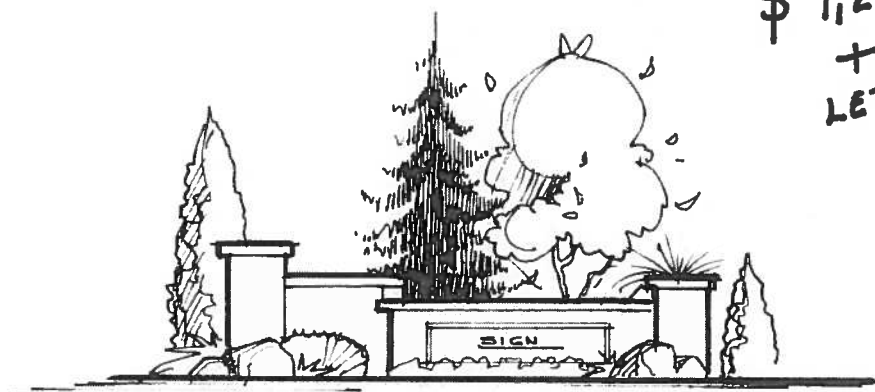
WALKES

FRANKLIN MILLS

SCALE 1/4" = 1'0"



\$ 7,225  
+  
LETTERS



ELEVATION DWG