



City Of Kent Fire Department

320 S. Depeyster St.
Kent, Ohio 44240
330. 673.8814
330.676.7374 Fax

FROM: JOHN TOSKO, FIRE CHIEF
TO: DAVE RULLER, CITY MANAGER
DATE: NOVEMBER 28, 2016
SUBJECT: REQUEST FOR COUNCIL APPROVAL

The Fire Department would like to enter into an agreement (MOU) with the Ravenna Township Fire Department on a joint purchase of a hose tester to help perform the required annual NFPA test on our fire hose. This hose tester will be safer to use than the present method and will save wear and tear on our pumper trucks, saving money in the long run. The device, manufactured by Flamefighter will be purchased through Warren Fire Equipment Inc.

The total cost, including shipping will be \$2,800. Kent will pay two-thirds of the cost and Ravenna Twp. will pay one-third of the cost. Maintenance and repair of the device will be split in the same manner.

The City would front the full cost of the unit and be reimbursed by the Ravenna Township for their share.

I am requesting Council Committee time at the December 7th meeting to present this item for Council's consideration. I have attached the Memorandum of Understanding that Jim Silver prepared for distribution to Council.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: November 17, 2016
TO: David Ruller, City Manager
FROM: Tom Wilke, Economic Development Director
Subject: Semi-Annual EDA Revolving Loan Fund Certification

The Economic Development Administration (EDA) requires the City of Kent's Revolving Loan Fund (RLF) Review Committee and Kent City Council to semi-annually certify that the City is administering its EDA-funded RLF business loan program in accordance with the region's economic development plan and the EDA's regulatory requirements.

The RLF Committee met on November 17, 2016 and voted unanimously to certify that the City's EDA business loan program was administered in compliance with all regional and federal requirements for the period April 1, 2016 through September 30, 2016.

I am respectfully requesting time at the December 7, 2016 Committee session to seek Council approval of a resolution affirming that the City's program is consistent with the economic development focus for the region and that it is being administered in compliance with all EDA programmatic requirements and standards.

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

cc: Bridget Susel, Community Development Director
Tara Grimm, Clerk of Council
Suzanne Stemnock, Executive Assistant

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Tara Grim

FROM: Jim Bowling *SJB*

DATE: November 16, 2016

RE: Kent Panini's LLC – Revised License Agreement for Outdoor Dining

The Service Department is requesting Council time to review a request from Kent Panini's LLC in conjunction with the College Town Kent. Kent Panini's LLC is requesting to expand its outdoor patio at the northeast corner of South Water Street and Haymaker Parkway (SR 59). Kent Panini's LLC worked with the administration to provide a proposal that would enhance the area and minimize the impacts to previous investments in the right-of-way made by the City, College Town Kent, Davey Tree and Kent State University.

The proposed patio expansion will extend south to the gateway sign and the wall around the gateway sign will be extended with the same materials and design to enclose the new patio space. The existing landscaping (trees, shrubs and plantings) currently in the area will be retained. Additional hardscape and seating will be placed between the existing landscaping and the extended wall. Attached are renderings provided by Kent Panini's LLC depicting the proposed patio expansion.

In order for Kent Panini's LLC to expand its patio in the right-of-way, the existing License Agreement to use the right-of-way will need revised. The revised License Agreement includes two additional conditions, besides the addition of the expanded area. The first condition provides for additional review by staff to verify that the same materials and design are used to extend the wall and that the landscaping will be protected. The second condition, provides that the City of Kent will continue to maintain the landscaping that is located within the expanded patio area and that Kent Panini's LLC will annually pay for the maintenance of the landscaping up to \$4,000 per year. These terms were necessary to protect the investments made by the partnership that developed the area. Kent State University and Davey Tree have reviewed and concur with the proposed patio expansion.

Attached is a copy of the proposed revised License Agreement.

C: Melanie Baker
Jim Silver
Tom Wilke
Suzanne Stemnock
file

CITY OF KENT, OHIO
LICENSE AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and KENT PANINI'S, LLC, hereinafter called the "Licensee."

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

Exhibit "A" – Site Plan
Exhibit "B" – License Area Drawing
Exhibit "C" – License Area Description
Exhibit "D" – Proposed Patio Plan

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: Constructing and operating an outdoor patio space for restaurant use including the sale of alcohol. The installation of fencing to contain the patio space is also included.
and for no other purpose.

2.2 A 36 inch minimum pull back dimension shall be used for the table and seating layout in the patio.

2.3 No structural alterations may be made to the City's property, except as permitted herein, 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 _____, 2016, and ending on _____, 2017 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:

Kent Panini's, LLC
25201 Chagrin Blvd., Suite 300
Beachwood, Ohio 44122

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.

4.3 Separate from the permits described in paragraph 4.2, Licensee shall submit, to the Service Department, final construction plans, shop drawings and other similar information detailing the construction of the Proposed Patio Plan (Exhibit "D") for approval prior to construction of the patio. The Service Department will review, at a minimum, the following plan information to verify that previous public investments in the area will be protected:

- The expansion of the gateway sign wall uses the same materials
- The memorial trees are adequately protected and are to remain.
- The existing landscaping (not including lawn) will be preserved to a reasonable extent.

5. **STORAGE AND VENDING:**

No storage of materials or supplies of any nature will be permitted on the Property except as directly related to the agreed business use of the Property.

6. **TAXES:**

Licensee agrees to be responsible for and to timely pay all taxes and/or assessments that may be legally assessed on Licensee's interest, or on any improvements placed by Licensee on said Property, during the continuance of the license hereby created, including any real estate taxes. The Licensee must provide written notice to the City, at the address referenced in Paragraph 4.1, within thirty (30) days of payment of all taxes and/or assessments.

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

The granting of this permit shall not be construed as an abridgment or waiver of any rights which the Director of Public Service has in exercising his jurisdictional powers over the City highway system. The City Director of Public Service shall act for and on behalf of the City of Kent in the issuance of and carrying out the provisions of this permit.

8. **CITY USE OF PROPERTY:**

If for any reason the Director of Public Service or his duly appointed representative deems it necessary to order the 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:**

9.1 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.

9.2 Exhibit "D" – Special Maintenance Conditions:

In conjunction with the maintenance requirements of Section 9.1, for the patio area described in Exhibit "D", the City shall maintain the existing landscaping, including memorial trees that are to remain. The City's staff or contractors shall have reasonable access to this area to maintain the existing landscaping and memorial trees. The City shall send an invoice to Panini's annually for reimbursement of the maintenance of the items described in this paragraph. The cost of the landscaping shall be capped at \$4,000 per year. Panini's shall submit payment within thirty (30) days of receiving the invoice from the City.

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 *Two Million Dollars (\$2,000,000.00)*, to indemnify against the claim of one person, and in the amount of not less than *Four Million Dollars (\$4,000,000.00)* against the claims of two (2) or more persons resulting from any one (1) accident.

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

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

13. **MODIFICATION:**

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

14. **REVOCAION AND TERMINATION:**

14.1 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.

16. UTILITIES

Nothing in this License Agreement is intended, nor shall it, limit the authority granted to private and public utilities from using the right-of-way to maintain their existing infrastructure as granted in the Ohio Revised and Administrative Codes.

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

APPROVED AS TO FORM:

James R. Silver, Law Director
City of Kent

EXHIBIT "A"
SITE PLAN

SK-1

DESIGNER
MH

PROJECT MANAGER
DS

JOB NO.
2011020.46

CITY OF KENT
DOWNTOWN REDEVELOPMENT
KENT, OHIO

PANINI'S PATIO

LICENSE TO OCCUPY
REVISED 5/15/12

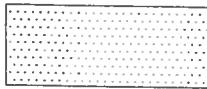
GPD GROUP, INC.

530 South Main Street, Suite 2511, Akron, Ohio 44311
310-572-2100 Fax 310-572-2101

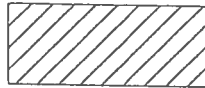


LEGEND

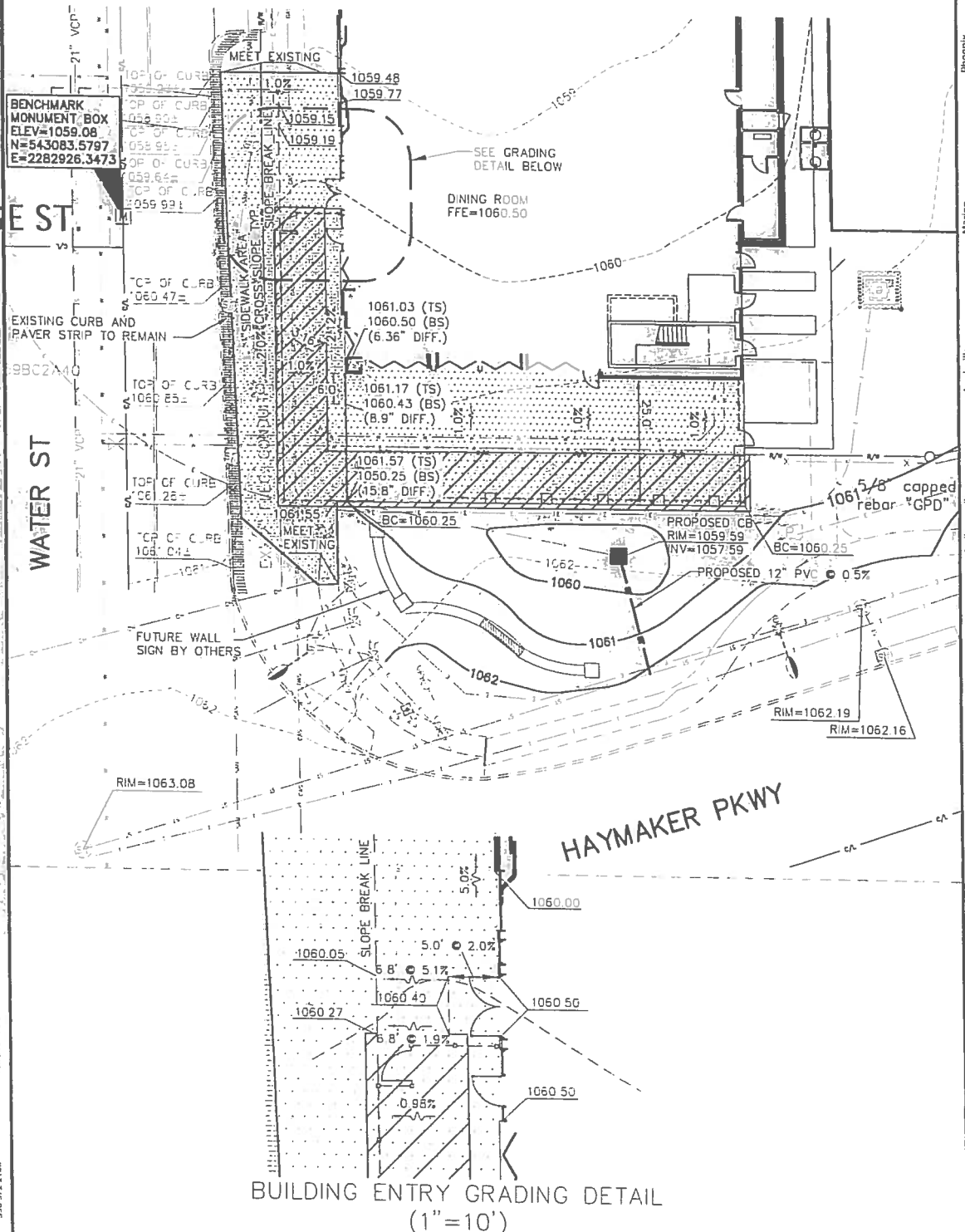
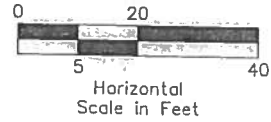
- 000 --- EXISTING CONTOUR
- 000 --- PROPOSED CONTOUR
- PROPOSED DRAINAGE SLOPE & DIRECTION
- ELECTRIC DUCT BANK
- WATER LINE
- STORM SEWER
- TELEPHONE LINE
- R/W --- RIGHT-OF-WAY LINE



PROPOSED 4" CONCRETE WALK/PAVEMENT PER CITY OF KENT SPEC ITEM 608.010.



LICENSE TO OCCUPY AREA

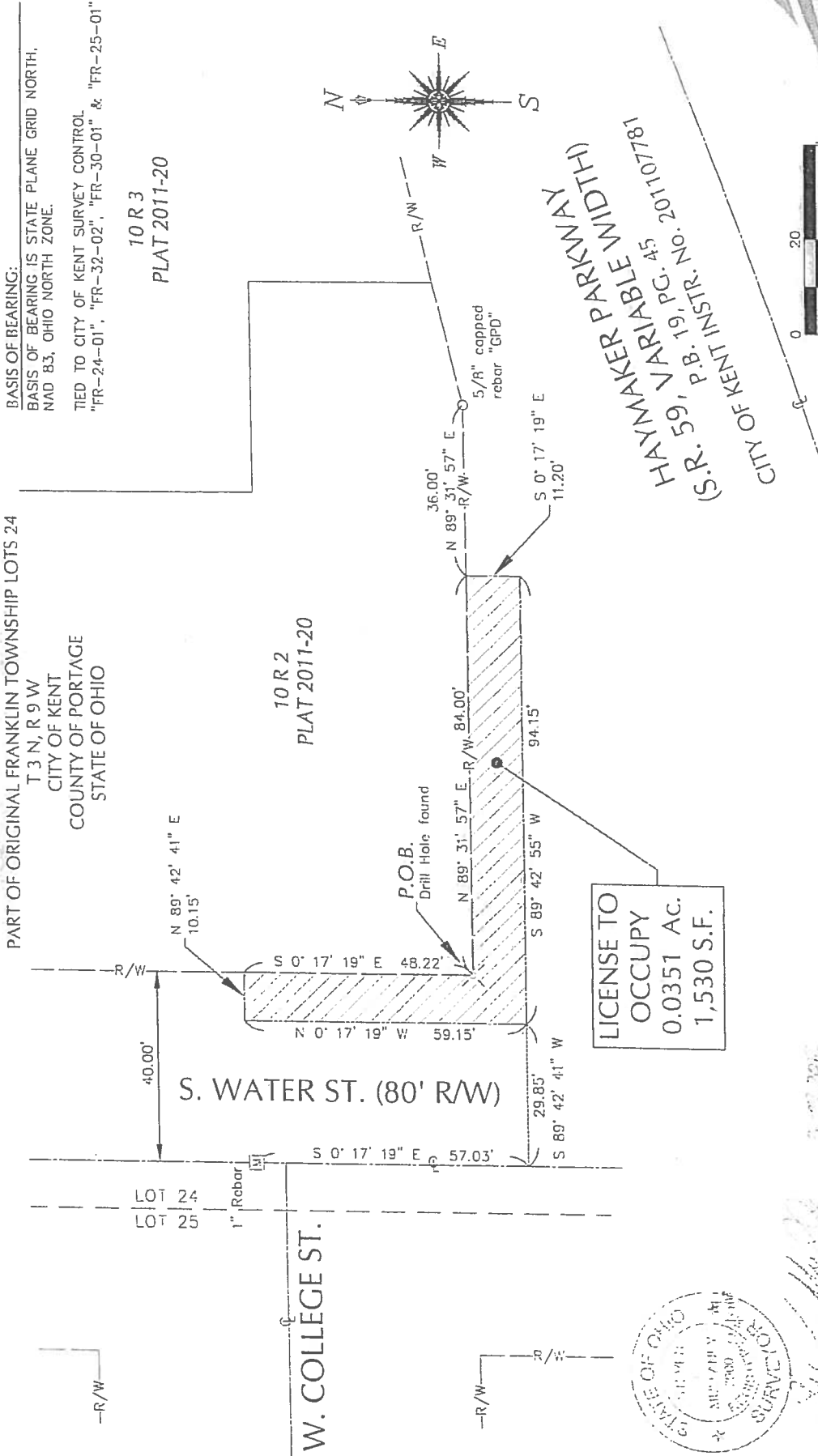


BUILDING ENTRY GRADING DETAIL
(1" = 10')

Youngstown
Seattle
Phoenix
Marion
Louisville
Indianapolis
Columbus
Cleveland
Akron

DATE: 05/15/12
DRAWN BY: [unreadable]
CHECKED BY: [unreadable]

EXHIBIT "B"
LICENSE AREA DRAWING



STATE OF OHIO
SURVEYORS
SIEVEN L. MULLANEY, P.S. 7900
DATE

Youngstown

Phoenix

Manton

Louisville

Indianapolis

Columbus

Cleveland

Atlanta

EXHIBIT "C"
LICENSE AREA DESCRIPTION

**DESCRIPTION OF
LICENSE TO OCCUPY**

Situated in the City of Kent, County of Portage, State of Ohio, and known as being a part of Original Franklin Township Lot 24, Township 3 North, Range 9 West, and being a portion of the existing right of way of S. Water St. (80 feet wide) and a part of the existing right of way of Haymaker Parkway (S.R. 59, variable width) as recorded in Plat Book 19, Page 45 and City of Kent deed, Instrument No. 201107781 and being further bounded and described as follows:

Beginning at a Drill Hole found at the southwest corner of Lot 10 R 2 as recorded in Plat 2011-20, said Drill Hole found also being the intersection of the east right of way line of said S. Water St. and the north right of way line of said Haymaker Parkway, thence clockwise along the following six (6) courses and distances:

- 1) Along said north right of way line and the south line of said Lot 10 R 2, N 89° 31' 57" E for a distance of 84.00 feet to a point, said point witnessed by a 5/8 inch rebar with cap "GPD" found, N 89° 31' 57" E at 36.00 feet;
- 2) S 0° 17' 19" E for a distance of 11.20 feet to a point;
- 3) S 89° 42' 55" W for a distance of 94.15 feet to a point;
- 4) N 0° 17' 19" W for a distance of 59.15 feet to a point;
- 5) N 89° 42' 41" E for a distance of 10.15 feet to a point on the east right of way line of said S. Water St.;
- 6) S 0° 17' 19" E for a distance of 48.22 feet to the Point of Beginning and containing 0.0351 acres (1,530 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in March of 2012.

Basis of Bearing is State Plane Grid North, NAD 83, Ohio North Zone.

Tied to City of Kent survey control points "FR-24-01", "FR-32-02", "FR-30-01" & "FR-25-01".

N:\2011\2011020\46.survey\ROW OCCUPY DESCRIPTION.docx

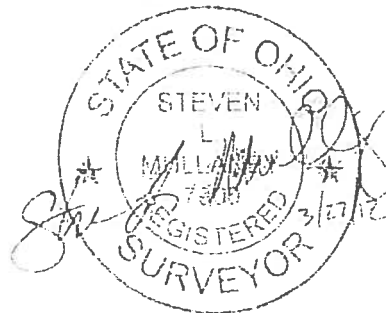


EXHIBIT "D"
PROPOSED PATIO PLAN (SP-1)

NOTICE
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 DRAWING IS THE PROPERTY OF
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 AND WILL BE PROSECUTED TO THE
 FULL EXTENT OF THE LAW.
 MAYER ARCHITECTURAL
 GROUP INC.
 298 S. WATER STREET
 KENT, OHIO 44240
 PHONE: 330.933.8322
 FAX: 330.933.8323
 WWW.MAYERARCH.COM

REGISTERED STATES
 OHIO
 PENNSYLVANIA
 MICHIGAN
 INDIANA
 ILLINOIS
 MISSOURI
 WISCONSIN

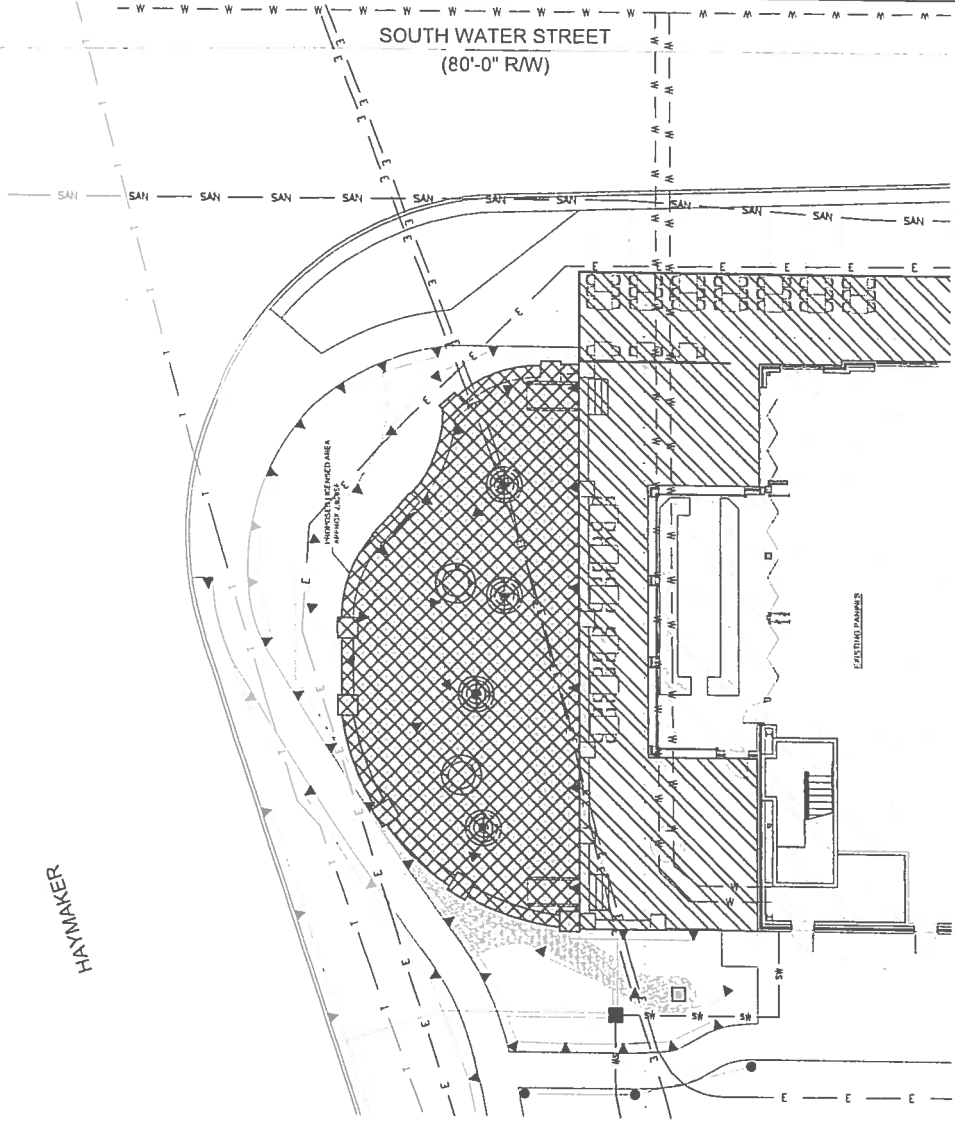
REGISTERED STATES
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REGISTERED STATES
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 INDIANA
 ILLINOIS
 MISSOURI
 WISCONSIN

PROPOSED PATIO PLAN
 NEW OUTDOOR PATIO FOR
 KENT PANINI'S
 298 S. WATER STREET
 KENT, OHIO 44240

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

SP-1



GENERAL NOTES
 1. THE HATCHED AREAS ARE THE PROPOSED PATIO AREA TO BE OBTAINED.
 2. ALL EXISTING UTILITIES ARE TO BE MAINTAINED EXCEPT WHERE SHOWN OTHERWISE.
 3. ALL UTILITIES ARE TO BE MAINTAINED EXCEPT WHERE SHOWN OTHERWISE.
 4. ALL EXISTING UTILITIES ARE TO BE MAINTAINED EXCEPT WHERE SHOWN OTHERWISE.
 5. ALL EXISTING UTILITIES ARE TO BE MAINTAINED EXCEPT WHERE SHOWN OTHERWISE.

- EXISTING TELEPHONE LINE
 - EXISTING WATER LINE
 - EXISTING SANITARY LINE
 - SAN
 - EXISTING UNDERGROUND ELECTRICAL
 - SW
 - EXISTING PVC MANHOLE
 - EXISTING SPRINKLER ROTARY HEAD
 - ▲ EXISTING SPRINKLER HEAD
 - EXISTING SPRINKLER SYSTEM VALVE BOX
- PROPOSED ADDITIONAL LICENSE TO OCCUPY AREA
- EXISTING LICENSE TO OCCUPY AREA

S W PROPOSED PATIO PLAN
 SCALE: 1/8" = 1'-0"
 N
 E

ARCHITECTS • PLANNERS • CONSTRUCTION MANAGERS

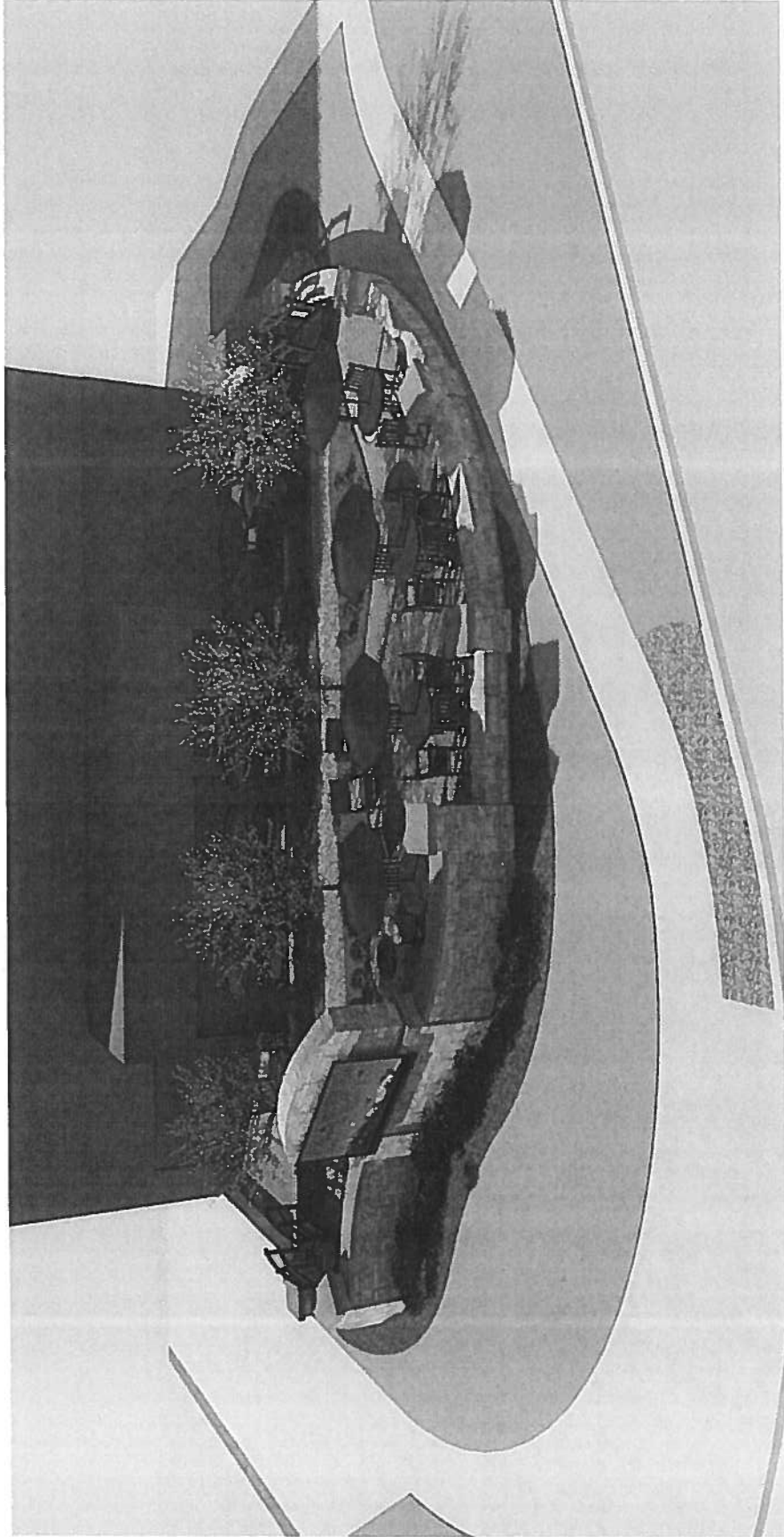
MAYER ARCHITECTURAL GROUP INC.



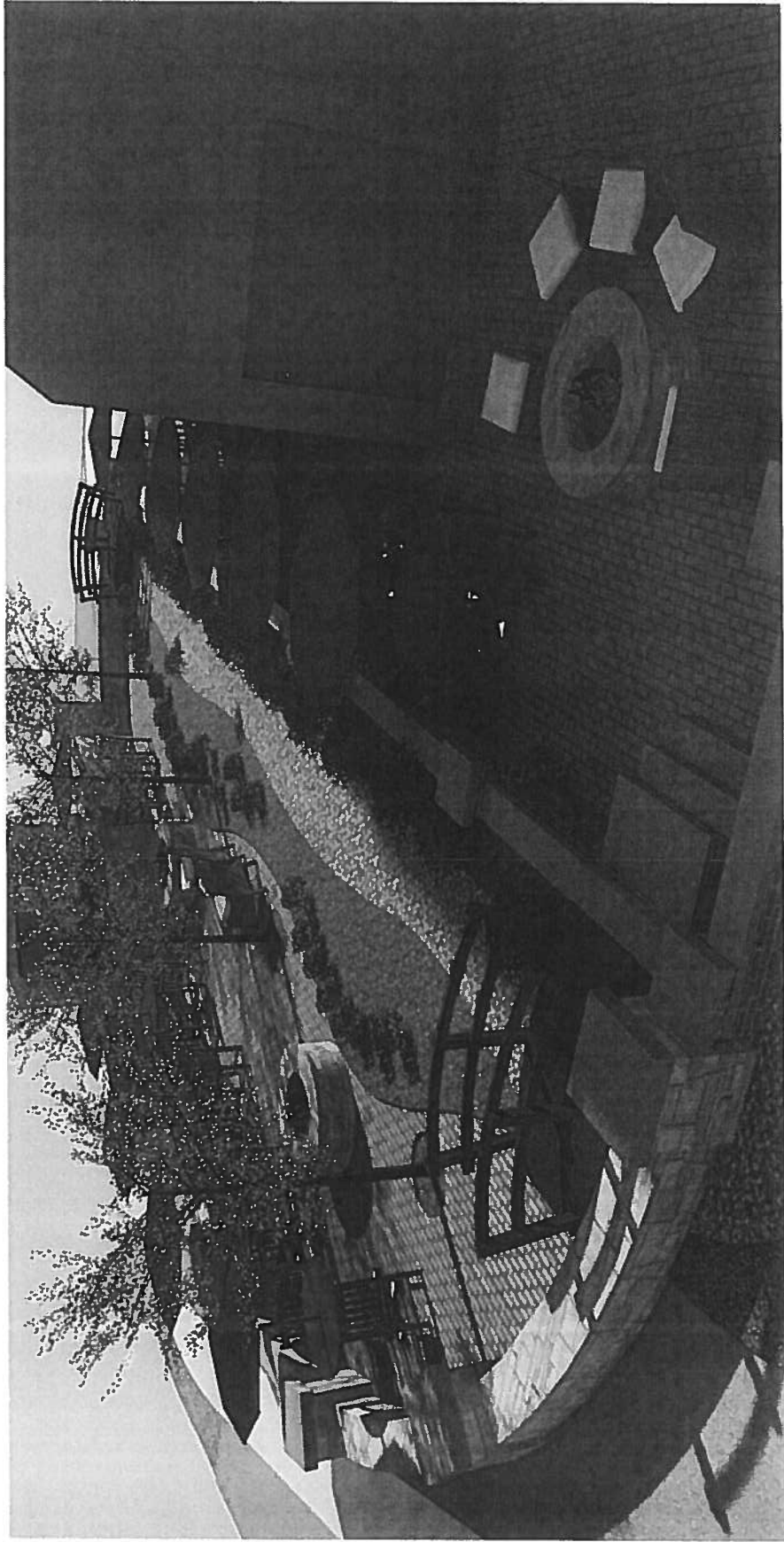
PATIO CONCEPTUAL RENDERINGSKENT PANINIS



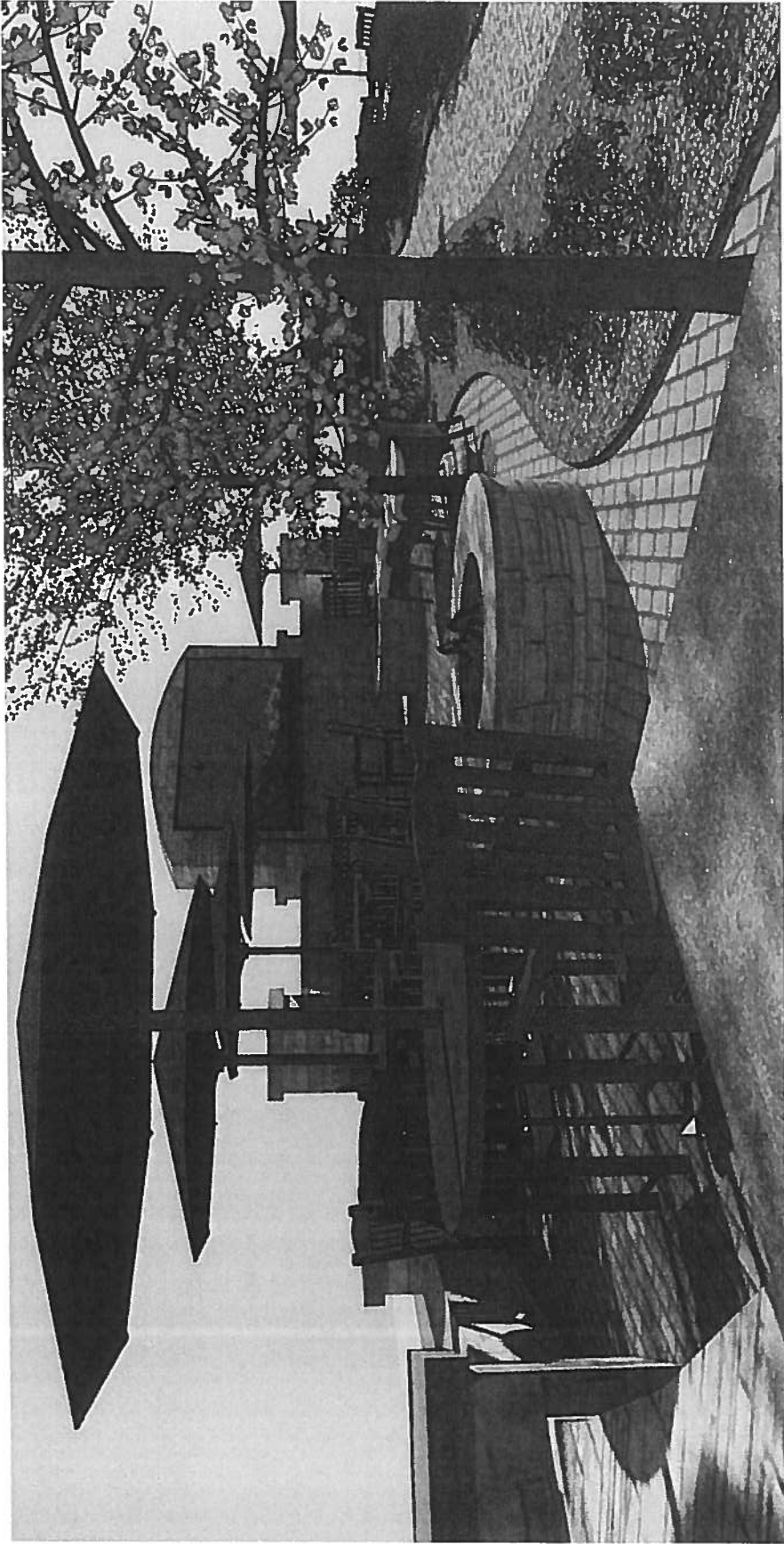
PATIO CONCEPTUAL RENDERINGS KENT PANINIS



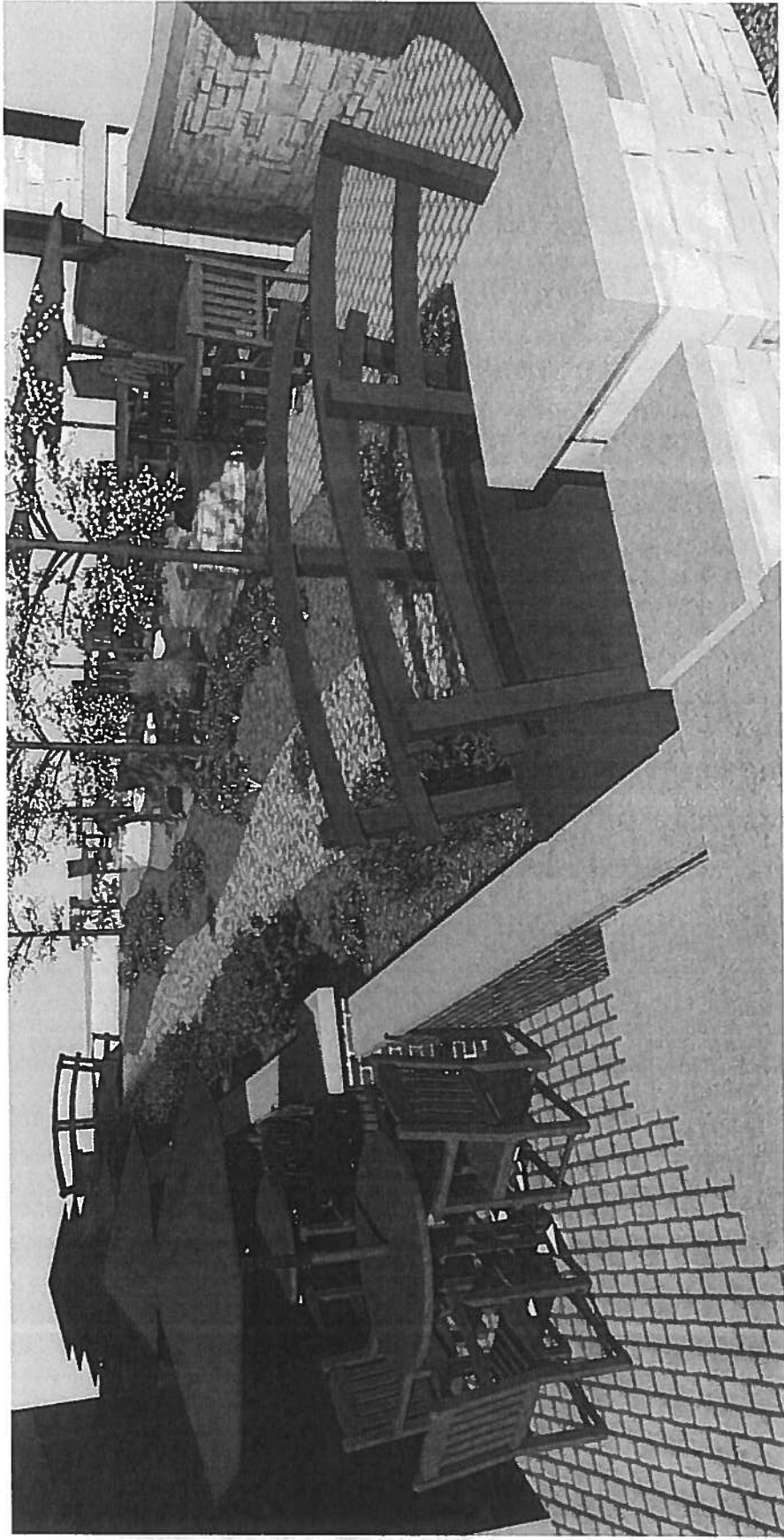
PATIO CONCEPTUAL RENDERINGSKENT PANINIS



PATIO CONCEPTUAL RENDERINGSKENT PANINIS



PATIO CONCEPTUAL RENDERINGSKENT PANINIS






Kent Parks & Recreation Department

497 Middlebury Road Kent, Ohio 44240 (330) 673-8897 FAX: (330) 673-8898

TO: Dave Ruller, City Manager

FROM: John Idone, Parks & Recreation Director 

DATE: November 15, 2016

RE: Easement to Metroparks serving Summit County for
Hike and Bike Trail Connection

I would like to request committee time in December to discuss the attached easement necessary to link The Portage with The Freedom Connector and Munroe Falls trails. Metroparks serving Summit County is purchasing the Kisamore Property along the river with a State grant. The property (former Sonoco property) is landlocked. The city owns a parcel near the Middlebury Road Bridge that could provide access to this property along the river and "pave the way" for an off-road connection of our trail systems.

The Parks & Recreation Board is requesting that City Council grant the proposed easement to Metroparks serving Summit County for \$1 for trail development purposes. The future trail alignment could vary slightly from this easement if the adjacent Acken parcel is acquired by Metroparks in the future. Attached is a conceptual design that illustrates how The Portage will be linked to the Freedom Connector Trail and Munroe Falls Bike and Hike Trail.

The granting of this easement will enable the acquisition of the Kisamore property by Summit Metro Parks for preservation and future recreation opportunities. By completing this project it will provide increased access to Summit MetroParks from Kent and Portage County. In addition the future connection when completed will provide a safe off-road connection.

I have seen the benefits that the trails system has brought to Summit and Portage County which include increased civic pride, a sense of community and great preservation and recreational resources. Your consideration of this matter is greatly appreciated.

Enc.

C: Jim Silver , Law Director
Kent Parks & Recreation Board



AECOM
564 White Pond Drive
Akron, OH 44320
Tel: 330-836-9111
Fax: 330-836-9115
www.aecom.com

LEGAL DESCRIPTION
City of Kent
Ingress/Egress Easement - 0.271 Acres

Situated in the City of Kent, County of Portage and State of Ohio and being part of Lot 9, formerly the Township of Franklin and more fully described as follows:

Beginning at a 5/8" rebar found in a monument box at the southwest corner of said Franklin Township; thence N 00° 21' 50" W, 1607.12' along the west line of said Franklin Township and also being the west line of the County of Portage to the true place of beginning;

Thence continuing N 00° 21' 50" W, 18.18 feet along the west line of said Franklin Township and Portage County to a 1 1/2" iron bar found at the southwest corner of a parcel now or formerly owned by T.M. & P.L. Overfield, Trustees as recorded in Document Number 200121949 of the Portage County Recorder's Office, passing over the northeast corner of a parcel now or formerly owned by Kisamore Enterprises, LLC as recorder in Reception Number 55740425 of the Summit County Fiscal Office at 15 feet;

Thence S 58° 51' 46" E, 118.58 feet along the southwest line of said Overfield parcel to a 1 1/2" open end iron pipe found;

Thence S 47° 37' 43" E, 248.44 feet along the southwest line of said Overfield parcel to a 1" iron bar found;

Thence S 30° 00' 00" E, 424.19 feet along a new ingress egress easement line through a parcel now or formerly owned by The City of Kent, Ohio as recorded in Deed Volume 890, Page 954 of the Portage County Recorder's Office to the northwest right of way line of Middlebury Road, KEN 193, variable R/W, as indicated in Document Number 200805577 of the Portage County Recorder's Office;

Thence along the northwest right of way of said Middlebury Road and a curve to the left in a southwesterly direction an arc length of 15.19 feet, said curve having a central angle of 04° 21' 05", a radius of 200.00 feet, a tangent distance of 7.60 feet, a chord length of 15.19 feet and a chord bearing of S 51° 01' 53" W;

Thence N 30° 00' 00" W, 424.24 feet along a new ingress egress easement line through said City of Kent parcel;

Thence N 47° 37' 43" W, 244.00 feet along a new ingress egress easement line through said City of Kent parcel;

Thence N 59° 03' 35" W, 108.24 feet along a new ingress egress easement line through said City of Kent parcel to the true place of beginning, and containing 0.271 acres of land, more or less, as surveyed by AECOM under the supervision of David P. Povich, Registered Surveyor No. 7773 in November, 2016, but subject to all legal roads, highways, easements and restrictions of record.

The Basis of Bearings for the above description is the Ohio State Plane Coordinate System, NAD 83 (CORS 2011), North Zone.

David P. Povich

Registered Surveyor No. 7773

Date



INGRESS/EGRESS EASEMENT ACROSS CITY OF KENT PROPERTY

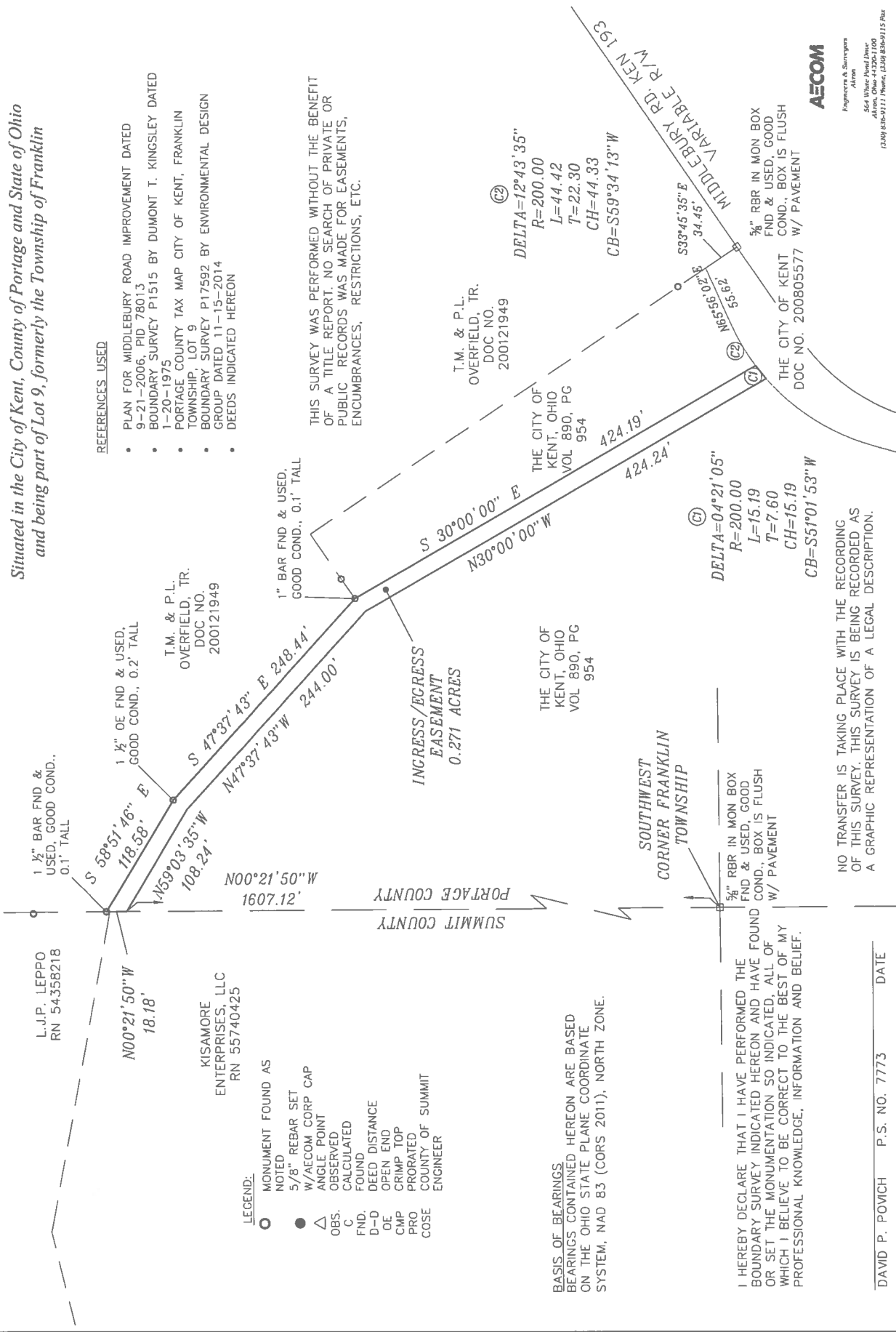


Situated in the City of Kent, County of Portage and State of Ohio and being part of Lot 9, formerly the Township of Franklin

REFERENCES USED

- PLAN FOR MIDDLEBURY ROAD IMPROVEMENT DATED 9-21-2006, PID: 7801.3
- BOUNDARY SURVEY P1515 BY DUMONT T. KINGSLEY DATED 1-20-1975
- PORTAGE COUNTY TAX MAP CITY OF KENT, FRANKLIN TOWNSHIP, LOT 9
- BOUNDARY SURVEY P17592 BY ENVIRONMENTAL DESIGN GROUP DATED 11-15-2014
- DEEDS INDICATED HEREON

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. NO SEARCH OF PRIVATE OR PUBLIC RECORDS WAS MADE FOR EASEMENTS, ENCUMBRANCES, RESTRICTIONS, ETC.



LEGEND.

- MONUMENT FOUND AS NOTED
- 5/8" REBAR SET W/AECOM CORP CAP
- △ ANGLE POINT
- OBSERVED
- CALCULATED
- FOUND
- D-D
- DEED DISTANCE
- OE
- OPEN END
- CMP
- CRIMP TOP
- PRORATED
- COUNTY OF SUMMIT
- COSE
- ENGINEER

BASIS OF BEARINGS
BEARINGS CONTAINED HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NAD 83 (CORS 2011), NORTH ZONE.

I HEREBY DECLARE THAT I HAVE PERFORMED THE BOUNDARY SURVEY INDICATED HEREON AND HAVE FOUND OR SET THE MONUMENTATION SO INDICATED, ALL OF WHICH I BELIEVE TO BE CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

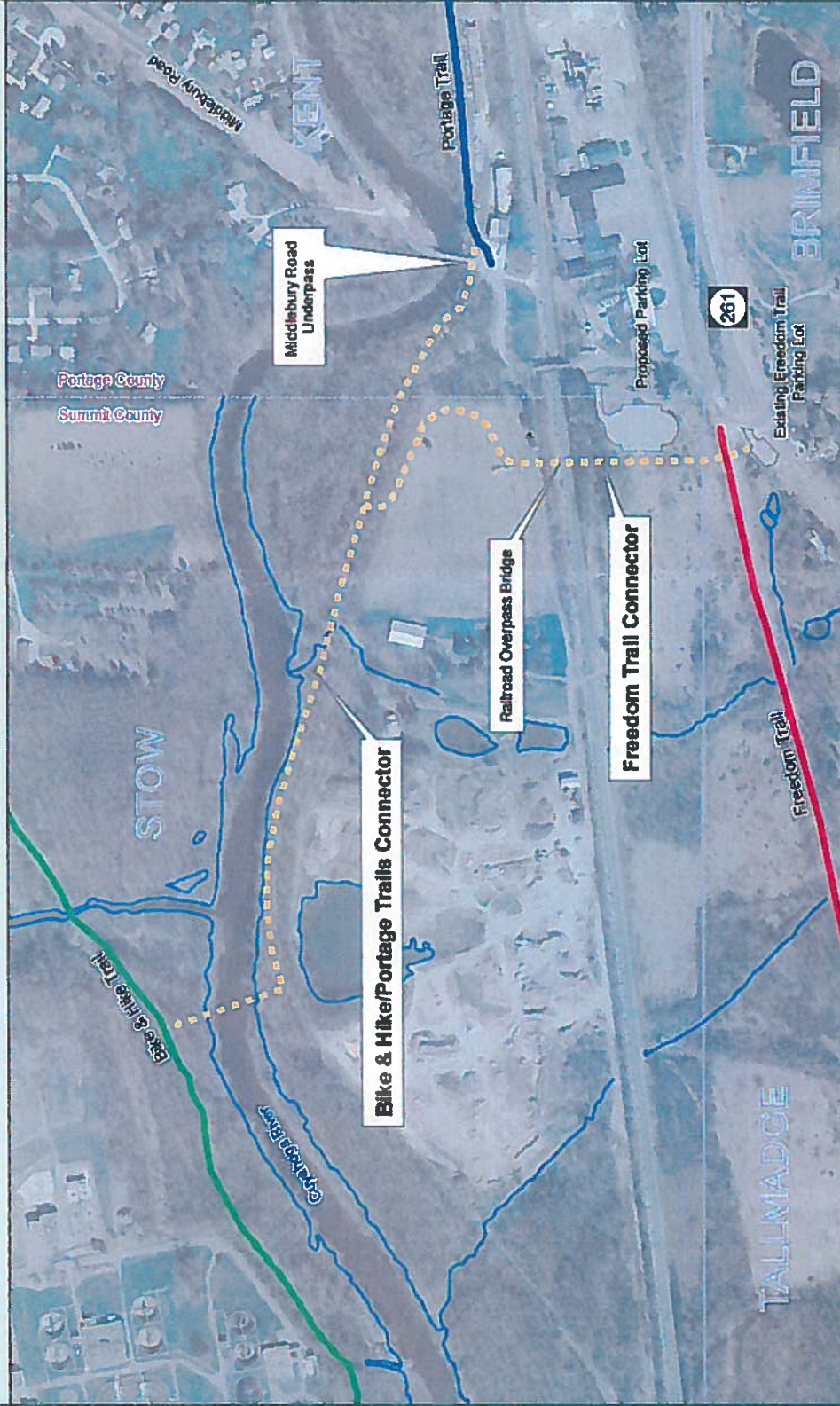
NO TRANSFER IS TAKING PLACE WITH THE RECORDING OF THIS SURVEY. THIS SURVEY IS BEING RECORDED AS A GRAPHIC REPRESENTATION OF A LEGAL DESCRIPTION.

AECOM

Engineers & Surveyors
564 White Hall Drive
Akron, Ohio 44326-1100
(330) 436-9111 / Fax: (330) 436-9115 Fax

DAVID P. POWICH P.S. NO. 7773 DATE

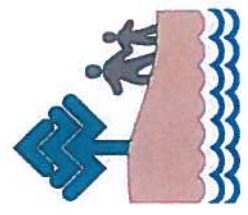
Freedom - Portage - Bike & Hike Trails Connector Concept Plan



- Bike & Hike Trail
- - - Proposed Connector Trails
- The Portage Trail
- Freedom Trail
- Existing & Proposed Parking
- Water
- Municipal Lines



1:\MapArea\GIS\MapArea\freedom_connector_concept_plan.mxd, Created: January 2013 by JATB



For additional information
 John J. Idone, Director
 Kent Parks & Recreation
 497 Middlebury Road
 Kent, OH 44240
 330-673-8897 (Office)
 330-842-2381 (Cell)



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

To: Dave Ruller, City Manager
From: David A. Coffee, Director of Budget and Finance
Date: November 29, 2016
Re: Final FY2016 Appropriation Amendments, Transfers, and Advances

The following appropriation amendments for the December 7, 2016 Council Committee Agenda are hereby requested:

Fund 001 – General Fund

Decrease \$ 105,000 Service Admin. / Other (O&M) – Reduce Appropriation for Utility Expenses, moving to SCMR Fund per J. Bowling memo request of 11/8/2016.

Fund 102 – SCMR

Increase \$ 150,000 Service-Central Maintenance / Other (O&M) – Addt'l funding for Utility Expenses (\$105K moved from G.F.), per J. Bowling memo request of 11/8/2016.

Fund 201 – Water

Increase \$ 40,000 Service / Capital Facilities / Capital – Additional funding for emergency water main repair (design) on W. Main St. under railroad tracks, per J. Bowling 10/10/16 memo.

Fund 202 – Sewer

Increase \$ 34,000 Service / WRF Plant / Other (O&M) - Addt'l funding for Utility Expense at Water Reclamation Plant (unusual consumption identified & resolved), per W. Schesventer memo dated 11/10/16.

The final appropriations amendment will reflect the remaining operating contingency funds as a separate item on the appropriations ordinance attachment. This will enable the transfer of contingency funds to either operating or personnel lines as needed.

I will continue to work with the Departments/Divisions during the next two weeks to resolve remaining or anticipated negative budget variances and would also request favorable consideration of any additional items that may be subsequently identified and included in the final appropriation amendment exhibit.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: David Coffee
Dave Ruller

FROM: Jim Bowling *SJB*

DATE: October 10, 2016

RE: Main Street Water Main – Appropriations Request

The Engineering Division is requesting to appropriate \$40,000 in water funds to start the design of a critical repair on our water mains. There was a recent water main break on West Main Street under the Wheeling and Lake Erie Rail Road tracks. Due to the location of the break, our crews were unable to repair the main under the tracks. Therefore, we capped the water main on both sides of the tracks to maintain water service in the area. The reconnection of the water main is important to providing fire flow, therefore we would like to expedite the design of the repair, which includes installing a new water main in a casing pipe bored under the railroad. It is anticipated that the actual repair will cost approximately \$150,000.

If there are any questions on the above request, please let me know.

c: Melanie Baker
Brian Huff
Rhonda Boyd
Cathy Wilson

Send: Have Center

City of Kent
Department of Public Service
Division of Water Reclamation

Memo

RECEIVED

NOV 15 2016

BY 
CITY OF KENT
BUDGET & FINANCE

To: Dave Coffee
Dave Ruller

From: William Schesventer

Date: November 10, 2016


RE: Funds Request

This memo is being written to request the appropriation of \$34,000.00 from the Sanitary Sewer fund to cover the remainder of 2016 utility bills for the Water Reclamation Facility. The request stems from under-funding the utility account for the 2016 year and the increase total of the Dominion bill (natural gas) due to an undiagnosed problem at the facility.

I am actively pursuing the problem to correct it but at this time we find that we are negative concerning the Utility Account line 202-05-550-503-7310 and anticipate bills to remain high through the remainder of the year.

Thank you for your consideration.

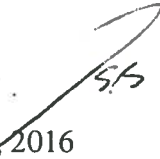
cc: Melanie Baker
File

Approved 
11/14/16

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: David Coffee
Dave Ruller

FROM: Jim Bowling 

DATE: November 8, 2016

RE: 2016 – Appropriation Modifications Request

The Service Department is requesting the following modifications to appropriations for 2016 to allocate utility expenses to the proper funds as well as request additional appropriations to fund utility expenses. A detailed description of the changes are as follows:

General Government Fund (001) Appropriation Reduction Request: Reduce the appropriations for the Service Administration's Utility Line (7310) by \$105,000.

SCMR Fund (102) Appropriation Request: Increase the appropriations for the Central Maintenance Division's Utility Line (7310) by \$150,000.

If there are any questions on either of the above requests, please let me know.

c: Melanie Baker
Cathy Wilson
Sheri Chestnutwood



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT SEPTEMBER 2016

FIRE INCIDENT RESPONSE INFORMATION

Summary of Fire Incident Alarms

	CURRENT PERIOD			YEAR TO DATE		
	2016	2015	2014	2016	2015	2014
City of Kent	72	55	59	468	457	424
Kent State University	10	7	6	55	41	60
Franklin Township	12	9	16	107	96	82
Sugar Bush Knolls	0	1	0	2	1	4
Brady Lake Village	1	1	0	13	6	0
Mutual Aid Given	1	3	3	25	28	34
Total Fire Incident Alarms	96	76	84	670	629	604

Summary of Mutual Aid Received by Location

City of Kent	2	0	0	10	8	4
Kent State University	0	0	0	1	1	0
Franklin Township	1	0	0	4	3	1
Sugar Bush Knolls	0	0	0	0	0	0
Brady Lake Village	0	0	0	1	0	0
Total Mutual Aid	3	0	0	16	12	5

EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

Summary of Emergency Medical Service Responses

	CURRENT PERIOD			YEAR TO DATE		
	2016	2015	2014	2016	2015	2014
City of Kent	235	195	213	1749	1719	1658
Kent State University	55	69	56	238	245	260
Franklin Township	43	30	36	342	300	309
Sugar Bush Knolls	0	3	0	6	9	4
Brady Lake Village	4	1	0	22	17	0
Mutual Aid Given	2	3	4	20	26	32
Total Emergency Medical Service Responses	339	301	309	2377	2316	2263

Summary of Mutual Aid Received by Location

City of Kent	3	5	3	12	19	17
Kent State University	0	2	2	3	3	6
Franklin Township	1	2	0	4	2	2
Sugar Bush Knolls	0	0	0	0	0	0
Brady Lake Village	0	1	0	3	1	0
Total Mutual Aid	4	10	5	22	25	25

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS	435	377	393	3047	2945	2867
TOTAL ALL RESPONSES , INCLUDING MUTUAL AID	442	387	398	3085	2982	2897

**City of Kent
Income Tax Division**

October 31, 2016

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

Monthly Receipts

Total receipts for the month of October, 2016	\$1,226,785
Total receipts for the month of October, 2015	\$1,148,218
Total receipts for the month of October, 2014	\$1,138,675

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

	<u>Year-to-date Actual</u>	<u>Percent of Annual</u>
Total receipts January 1 through October 31, 2016	\$11,943,705	84.51%
Total receipts January 1 through October 31, 2015	\$12,099,092	82.91%
Total receipts January 1 through October 31, 2014	\$10,742,382	82.00%

Year-to-date Receipts Through October 31, 2016 - Budget vs. Actual

<u>Year</u>	<u>Annual Budgeted Receipts</u>	<u>Revised Budgeted Receipts</u>	<u>Year-to-date Actual Receipts</u>	<u>Percent Collected</u>	<u>Percent Remaining</u>
2016	\$ 14,133,510	\$ 14,133,510	\$ 11,943,705	84.51%	15.49%

Comparisons of Total Annual Receipts for Previous Eight Years

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change From Prior Year</u>
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%
2011	\$ 10,711,766	2.48%
2012	\$ 12,063,299	12.62%
2013	\$ 12,397,812	2.77%
2014	\$ 13,099,836	5.66%
2015	\$ 14,592,491	11.39%

Submitted by



Director of Budget and Finance

2016 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
(Excluding 0.25% Police Facility Receipts)
as of Month Ended October 31, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 935,222	\$ 1,133,206	\$ 1,154,690	\$ 21,484	1.90%
February	992,427	1,025,924	1,099,532	73,608	7.17%
March	1,027,737	1,092,324	1,182,357	90,032	8.24%
April	1,393,884	1,432,498	1,413,680	(18,818)	-1.31%
May	1,029,906	1,188,681	1,226,790	38,109	3.21%
June	1,170,257	1,172,480	1,239,820	67,340	5.74%
July	1,073,397	1,844,744	1,070,843	(773,901)	-41.95%
August	997,630	1,126,103	1,219,361	93,258	8.28%
September	983,247	934,913	1,109,848	174,934	18.71%
October	1,138,675	1,148,218	1,226,785	78,567	6.84%
November	1,152,778	1,262,728			
December	1,204,676	1,230,671			
Totals	\$ 13,099,836	\$ 14,592,491	\$ 11,943,705		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 935,222	\$ 1,133,206	\$ 1,154,690	\$ 21,484	1.90%
February	1,927,649	2,159,130	2,254,221	95,091	4.40%
March	2,955,386	3,251,454	3,436,578	185,124	5.69%
April	4,349,270	4,683,953	4,850,258	166,305	3.55%
May	5,379,176	5,872,634	6,077,048	204,414	3.48%
June	6,549,433	7,045,114	7,316,868	271,754	3.86%
July	7,622,830	8,889,858	8,387,712	(502,147)	-5.65%
August	8,620,460	10,015,961	9,607,073	(408,888)	-4.08%
September	9,603,707	10,950,874	10,716,920	(233,954)	-2.14%
October	10,742,382	12,099,092	11,943,705	(155,387)	-1.28%
November	11,895,160	13,361,820			
December	13,099,836	14,592,491			
Totals	\$ 13,099,836	\$ 14,592,491			

2016 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)
as of Month Ended October 31, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 397,519	\$ 414,915	\$ 421,390	\$ 6,475	1.56%
February	361,700	380,146	385,108	4,962	1.31%
March	404,469	419,335	442,123	22,788	5.43%
April	412,661	421,050	422,702	1,652	0.39%
May	396,992	410,426	459,795	49,369	12.03%
June	425,614	445,804	410,589	(35,214)	-7.90%
July	374,686	389,954	0	(389,954)	-100.00%
August	389,902	400,211	808,425	408,214	102.00%
September	332,001	336,026	350,859	14,833	4.41%
October	407,748	407,766	469,297	61,531	15.09%
November	456,507	466,654			
December	418,293	424,587			
Totals	\$ 4,778,094	\$ 4,916,874	\$ 4,170,289		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 397,519	\$ 414,915	\$ 421,390	\$ 6,475	1.56%
February	759,219	795,061	806,499	11,437	1.44%
March	1,163,689	1,214,397	1,248,622	34,225	2.82%
April	1,576,350	1,635,447	1,671,324	35,877	2.19%
May	1,973,342	2,045,873	2,131,119	85,246	4.17%
June	2,398,956	2,491,676	2,541,708	50,032	2.01%
July	2,773,643	2,881,630	2,541,708	(339,922)	-11.80%
August	3,163,545	3,281,842	3,350,133	68,292	2.08%
September	3,495,546	3,617,868	3,700,992	83,124	2.30%
October	3,903,294	4,025,633	4,170,289	144,656	3.59%
November	4,359,801	4,492,287			
December	4,778,094	4,916,874			
Totals	\$ 4,778,094	\$ 4,916,874			

2016 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)

Comparisons of Total Annual Receipts for Previous Eight Years

Year	Total Receipts	Percent Change
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%
2012	\$ 4,436,666	4.48%
2013	\$ 4,603,095	3.75%
2014	\$ 4,778,094	3.80%
2015	\$ 4,916,874	2.90%

2016 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
Police Facility Dedicated Income Tax Receipts - 1/9 of Total (0.25%)
as of Month Ended October 31, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 116,890	\$ 141,635	\$ 144,319	\$ 2,684	1.90%
February	124,039	128,226	137,426	9,200	7.17%
March	128,453	136,525	147,779	11,254	8.24%
April	174,216	179,042	176,690	(2,352)	-1.31%
May	128,723	148,568	153,332	4,763	3.21%
June	146,266	146,544	154,960	8,417	5.74%
July	134,159	230,567	133,840	(96,727)	-41.95%
August	124,690	140,747	152,403	11,656	8.28%
September	122,892	116,851	138,715	21,864	18.71%
October	142,318	143,511	153,331	9,820	6.84%
November	144,081	157,823			
December	150,569	153,817			
Totals	\$ 1,637,295	\$ 1,823,856	\$ 1,492,795		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 116,890	\$ 141,635	\$ 144,319	\$ 2,684	1.90%
February	\$ 240,929	\$ 269,861	281,745	11,884	4.40%
March	\$ 369,382	\$ 406,386	429,524	23,138	5.69%
April	\$ 543,598	\$ 585,428	606,214	20,786	3.55%
May	\$ 672,321	\$ 733,997	759,546	25,549	3.48%
June	\$ 818,586	\$ 880,540	914,506	33,965	3.86%
July	\$ 952,745	\$ 1,111,107	1,048,346	(62,761)	-5.65%
August	\$ 1,077,435	\$ 1,251,854	1,200,749	(51,105)	-4.08%
September	\$ 1,200,327	\$ 1,368,705	1,339,464	(29,241)	-2.14%
October	\$ 1,342,645	\$ 1,512,216	1,492,795	(19,421)	-1.28%
November	\$ 1,486,726	\$ 1,670,040			
December	\$ 1,637,295	\$ 1,823,856			
Totals	\$ 1,637,295	\$ 1,823,856			

2016 CITY OF KENT, OHIO
Comparison of Total Income Tax Receipts - Including Police Facility Receipts
as of Month Ended October 31, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 1,052,112	\$ 1,274,841	\$ 1,299,009	\$ 24,168	1.90%
February	1,116,466	1,154,150	1,236,958	82,807	7.17%
March	1,156,190	1,228,849	1,330,135	101,285	8.24%
April	1,568,100	1,611,541	1,590,370	(21,170)	-1.31%
May	1,158,629	1,337,250	1,380,122	42,872	3.21%
June	1,316,523	1,319,024	1,394,780	75,756	5.74%
July	1,207,556	2,075,311	1,204,684	(870,627)	-41.95%
August	1,122,320	1,266,850	1,371,764	104,914	8.28%
September	1,106,139	1,051,764	1,248,563	196,799	18.71%
October	1,280,993	1,291,729	1,380,115	88,387	6.84%
November	1,296,859	1,420,551			
December	1,355,243	1,384,487			
Totals	\$ 14,737,131	\$ 16,416,347	\$ 13,436,500		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 1,052,112	\$ 1,274,841	\$ 1,299,009	\$ 24,168	1.90%
February	2,168,578	2,428,991	2,535,967	106,976	4.40%
March	3,324,768	3,657,840	3,866,102	208,261	5.69%
April	4,892,868	5,269,381	5,456,472	187,091	3.55%
May	6,051,497	6,606,631	6,836,594	229,963	3.48%
June	7,368,020	7,925,654	8,231,374	305,719	3.86%
July	8,575,576	10,000,966	9,436,058	(564,908)	-5.65%
August	9,697,896	11,267,815	10,807,822	(459,994)	-4.08%
September	10,804,035	12,319,580	12,056,384	(263,195)	-2.14%
October	12,085,028	13,611,309	13,436,500	(174,809)	-1.28%
November	13,381,888	15,031,860			
December	14,737,131	16,416,347			
Totals	\$ 14,737,131	\$ 16,416,347			

\$ 545,000.00
4.228%

LAW DEPARTMENT

Monthly Report



9/1/16 to 9/30/16

- 1) Prepare or reviewed contracts for the following:
 - a) MOU for SR 261 study with AMATS & ODOT
 - b) TREX agreement with Pizza Fire Kent, LLC
 - c) Agreement for AECOM engineering for East Summit St.
 - d) County agreement for road sealing
 - e) Leaf collection
 - f) Stow Street bridge storm outfall repairs with Kenmore Construction
 - g) Coleman agreement for grant funding
- 2) Festival insurance form applications: KSU 5K run
- 3) Did research in the following areas:
 - a) Medical marijuana
 - b) Lawn pesticide application
 - c) Tow company regulations
 - d) Democracy Day
 - e) Utility company construction
 - f) Moratoriums on construction
 - g) Housing & parking
 - h) Lien priorities in foreclosures
 - i) Cell tower location regulations
- 4) Prosecution: Forty (40) hearings (trials, pre-trials or suppression hearings).
- 5) Summit Gardens vs. Kent – pending in Court.
- 6) Molai vs. Standing Rock Cemetery – pending in Court.
- 7) Peters vs. Kent – pending in Court. Discovery is ongoing.

To: James Silver
From: Eric Fink
Re: Current Pending Cases
Date: October 28, 2016

For possible distribution to City Council:

Please be advised that I am working on the following cases in the Portage County Court of Common Pleas:

City of Kent vs. Donna Izaldine -- Property owner cited by Community Development for operating an illegal rooming house. Property owner denied the allegations and appealed to the Court. Property owner further challenges the City's right to define a family. Briefs are being filed with the Court with status conference to follow.

City of Kent vs. Lisa Stamper – Property at 434 Stow Street is abandoned and a safety hazard. City is attempting to get an order permitting City to tear down house. Property owner, who appears to live in California, is evading service. Case is set for status pending service.

City of Kent vs. Club Ramella's – property owner operating restaurant without proper building, health, and fire permits. Preliminary injunction granted. Substantial progress has been made. Agreed Judgment Entry submitted to allow property owner to make additional repairs prior to opening for business. Based upon unrelated cases, property is scheduled for a Sheriff's sale and is under the jurisdiction of the Court of Appeals. Case set for status pending permanent injunction.

State of Ohio ex rel. vs. City of Kent – Club Ramella's alleges that the City of Kent has not complied with all Club Ramella's records requests. City has provided all records that it can. Plaintiff has indicated that they will dismiss claim against City, but the dismissal has not happened yet. Case set for status pending dismissal entry.

City of Kent vs. Terry Rennecker – Property at 535 Bowman is abandoned and a safety hazard. City received an order permitting City to tear down house, but order was stayed pending foreclosure action by bank. Case is not set for hearings (foreclosure action is still seeking service on all parties).

LAW DEPARTMENT

Monthly Report



10/1/16 to 10/31/16

- 1) Prepare or reviewed contracts for the following:
 - a) Arcadia for signalization on SR43
 - b) Security guards for water plant
 - c) Fire "800" radio mutual aid endorsement
 - d) Euthenics for Tonkin Court engineering
 - e) Amendment to contract for Summit Street reconstruction with contractor
 - f) Coleman contracts for CDBG funding
- 2) Festival insurance form applications: N/A
- 3) Did research in the following areas:
 - a) Police policy for new employees
 - b) Yard signs
 - c) Police policy on car chases
 - d) NOPEC dispute with First Energy
 - e) Police policies for dispatchers
 - f) Parking issues for apartments and rooming houses
 - g) Police policies on vehicle inventory searches
 - h) Executive sessions
 - i) Process for adopting zoning changes and invalid ordinances
 - j) Placement of utility poles
 - k) Fair Housing Board questions on jurisdiction and scope
 - l) David Worthatch public records request
- 4) Prosecution: Forty (40) hearings (trials, pre-trials or suppression hearings).
- 5) Molai vs. Standing Rock Cemetery – filed Amended Answer and attended Status Conference.
- 6) No changes in other cases.