




# CITY OF KENT, OHIO

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## DEPARTMENT OF ECONOMIC DEVELOPMENT

**Date:** July 11, 2011

**To:** Dave Ruller, City Manager  
James Siler, Law Director  
Bill Lillich, Safety

**From:**  Dan Smith, Economic Development Director

**Subject:** Temporary Parking for the Downtown Revitalization Project  
Sub-leasing the Akron Barberton Cluster Railway Lot from  
Robert Lindsey

As part of our Downtown Revitalization Projects and to fulfill the requirements of the leases we negotiated with The Davey Tree Expert Company and AMETEK, attached is a draft sub-lease for parking between Robert Lindsey, proprietor of The Pub located on Franklin Avenue, and the City of Kent. This sub-lease will give us the ability to provide parking for the downtown project(s) during the construction period as negotiated (to be provided by the City) in the terms of the final lease documents. Per the terms of the sub-lease, we will pay the sum of \$2,000 outlined in the agreement for the lot through December 31, 2012. For your review, I have attached a copy of the draft sub-lease. Due to the time sensitive nature of our construction schedule, I respectfully request we include this sub-lease as an unauthorized item at the July 20 City Council meeting.

## SUB-LAND LEASE

**THIS SUB-LEASE**, made this 1st day of July, 2011, between **ROBERT LINDSEY**, whose address is 6050 State Route 14, Ravenna, Ohio 44266, hereinafter referred to as SUB-LESSOR, and **CITY OF KENT, OHIO**, whose address is 215 East Summit Street, Kent Ohio 44240, hereinafter referred to as SUB-LESSEE.

### I. PREMISES

SUB-LESSOR does hereby lease unto SUB-LESSEE certain unimproved land, located in the City of Kent, Portage County, Ohio, hereinafter called "the premises", as shown on plan numbered V-7-Ohio/2, dated May 11, 2007, attached hereto and hereby made a part hereof, described as follows:

***Being a rectangular parcel of land located North of Summit Street, West of Franklin Avenue and East of LESSOR's main line track containing an area of 0.168 acres, more or less as shown in green with LESSOR's property line shown in yellow, attached hereto as Exhibit "A".***

SUB-LESSOR currently leases the subject premises from Akron Barberton Cluster Railway Company (the ORIGINAL LESSOR) pursuant to a lease agreement dated October 5, 2007. Permission has been obtained from Akron Barberton Cluster Railway Company for Robert Lindsey to sublet to the City of Kent, Ohio.

### II. TERMS AND CONDITIONS

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

1. **Use.** SUB-LESSEE shall use and occupy the premises solely for the purpose for parking for Central Business District businesses and special events and for no other purpose.
2. **Term and Rent.** To hold the demised premises for and during the term of July 1, 2011 through December 31, 2012 (unless sooner terminated as hereinafter provided) for the rent or sum of Two Thousand and 00/100 (\$2,000.00) Dollars payable in advance.
3. **Expenses.** SUB-LESSOR shall be responsible for snow plowing costs, any utility costs or charges and shall maintain insurance on the premises pursuant to their lease with ORIGINAL LESSOR.
4. **Approval of Plans.** SUB-LESSEE, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, SUB-LESSOR and the ORIGINAL LESSOR. SUB-LESSEE shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent, within eighteen (18) feet of the center line of nearest track over which the ORIGINAL LESSOR operates, unless a lesser clearance is provided for on said attached plan or the written consent of the ORIGINAL LESSOR shall hereafter be obtained; provided nothing in the foregoing shall be construed to permit any clearance less than the minimum required by any applicable law or regulation.
5. **Fire and Damage.** SUB-LESSEE shall cooperate with SUB-LESSOR and shall promptly comply with fire prevention measures requested by SUB-LESSOR. SUB-LESSEE shall make no electrical installation or alterations in and to the improvements or electrical circuits (whether for power, light, heat or other purposes) located on the premises except by a duly licensed electrician, and shall make not installation of natural gas, propane, kerosene or other combustion fuel heating or cooling units, except by licensed heating or cooling contractor; and no such alterations or installations shall be made without prior written approval of the ORIGINAL LESSOR.

**6. Ordinances and Regulations.**

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

**7. Maintenance and Repairs.**

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

7.2 SUB-LESSEE will not make, or permit to be made, any improvements or alterations to the premises without the written consent of the ORIGINAL LESSOR. Approval by the ORIGINAL LESSOR of any improvements or installations made by SUB-LESSEE, or failure of the ORIGINAL LESSOR to object to any work done or material used, or the method of construction or installation, shall not be construed as an admission of responsibility by the ORIGINAL LESSOR or SUB-LESSOR or as a waiver of any of SUB-LESSEE's obligations under this Sub-Lease.

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

**8. Service and Utilities.** The ORIGINAL LESSOR will be under any obligation to furnish the premises with water, gas, sewage, electricity, heat or other services and supplies that may be necessary or desirable in connection with SUB-LESSEE use and occupancy of the premises. The SUB-LESSOR shall bear all costs of utilities used on the premises, including heat, electricity, hot water and sewer use charges, and shall hold the ORIGINAL LESSOR and SUB-LESSEE harmless from any claims arising from the use of said utilities.

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

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

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

**12. Claim of Title.**

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

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

**13. Termination, Notices and Removal.**

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

13.2 Should SUB-LESSOR default on their lease terms to the ORIGINAL LESSOR, SUB-LESSEE may contact ORIGINAL LESSOR in efforts to step-in for SUB-LESSOR, correct the default of SUB-LESSOR, and take SUB-LESSOR'S role in the original lease agreement dated October 5, 2007.

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

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

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

13.6 If SUB-LESSEE shall fail to make removal of any such property, the ORIGINAL LESSOR shall have the further option to elect and notify SUB-LESSEE that all right, title and interest of SUB-LESSEE in certain building(s) and/or facility(ies) shall be forfeit and shall vest absolutely in the ORIGINAL LESSOR as of the date of notice of such election.

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

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

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

**16. Condemnation.** Should the premises or any part thereof be condemned, appropriated and/or acquired for public use, then this Sub-Lease, at the option of SUB-LESSOR or the ORIGINAL LESSOR, shall terminate upon the date when the premises or part thereof shall be taken. No part of any damages or award shall belong to SUB-LESSEE, except to the extent of any specific award from the governmental authority for improvements and/or facilities of SUB-LESSEE. SUB-LESSOR's land shall be valued as of such date (or other legal date of valuation) as vacant land, without consideration of this Sub-Lease or SUB-LESSEE improvements on said land as an enhancement or detriment to said land value. Improvements and/or facilities of SUB-LESSEE not so condemned, appropriated and/or acquired shall be removed in accordance with Section 13 hereof.

**17. Successors and Assigns.**

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

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

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

19. **Breach or Waiver.** If under the provisions hereof SUB-LESSOR shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a permanent or general waiver of any covenant herein contained nor of any of SUB-LESSOR's rights hereunder. No waiver by SUB-LESSOR of any breach of any covenant, condition or agreement herein contained shall operate as a permanent waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No payment by SUB-LESSEE or receipt by SUB-LESSOR of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction and SUB-LESSOR may accept such check or payment without prejudice to SUB-LESSOR's right to recover the balance of such rent or to pursue any other remedy provided in this Sub-Lease. No re-entry by SUB-LESSOR after a breach shall be considered an acceptance of a surrender of the Sub-Lease.

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

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

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

23. **Environmental Compliance.**

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

23.2 Without limiting any other provisions of this Sub-Lease, SUB-LESSEE will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent the discharge of substances on the land, water, or air.

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

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

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

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

**As to SUB-LESSOR:**

**ROBERT LINDSEY  
6050 State Route 14  
Ravenna, Ohio 44266**

**As to SUB-LESSEE:**

**CITY OF KENT, OHIO  
215 East Summit Street  
Kent, Ohio 44240**

**As to ORIGINAL LESSOR:**

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

**27. General Provisions.**

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

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

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

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

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

**III. EXECUTION**

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

**WITNESS:**

**ROBERT LINDSEY**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

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

**WITNESS:**

**CITY OF KENT, OHIO**

\_\_\_\_\_

\_\_\_\_\_  
Dave Ruller, City Manager

**WITNESS:**

**AKRON BARBERTON CLUSTER RAILWAY  
COMPANY**

\_\_\_\_\_

By \_\_\_\_\_  
Chairman & Chief Executive Officer

\_\_\_\_\_

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

**APPROVED TO FORM**

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



CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Linda Copley

FROM: Jim Bowling

DATE: July 12, 2011

RE: Downtown Redevelopment Mixed-Use – License Agreement

The engineering department is requesting Council time to review and approve a request from Fairmount Properties in conjunction with the downtown redevelopment. Fairmount Properties is requesting to construct a portion of two building foundations within the existing right-of-way on South Water Street. The foundations will encroach approximated 6” along the walls of the building and as much as four feet at the column footer locations. This type of construction is typical in our downtown where the master plan and zoning code require the face of the buildings to be constructed at the Right-of-Way line. The larger structures have larger foundations that require the footer/wall “Toe” to extend into the right-of-way. A similar request was made for the multi-modal facility and Acorn Alley Phase 2. In addition, the existing buildings demolished had foundations that extended into the existing right-of-way in the development block.

Attached is the proposed License Agreement for the construction of the footers in the right-of-way.

c: Gene Roberts, Service Director  
file

CITY OF KENT  
HEALTH BOARD MEETING  
July 12, 2011 5:30 PM.  
KENT CITY HEALTH DEPARTMENT OFFICES  
325 S. DEPEYSTER STREET  
KENT, OH 44240  
Phone (330) 678-8109 Fax (330) 678-2082

AGENDA

- I. MINUTES June 14, 2011 Meeting
  
- II. OPEN COMMENTS
  
- III. REPORTS
  - A. Statistical Report for June 2011
  - B. Expenditures & Encumbrances June 2011
  - C. Commissioner's Report for June 2011
  
- IV. OLD BUSINESS
  - A. Election of Officers of Board
  - B. Discussion of Service Departments previous request to administer the Industrial Pretreatment program and Water Reclamation Facility.
  
- V. NEW BUSINESS
  
  
- VI. EXECUTIVE SESSION
  - A. Personnel Matters - Health Commissioners Position hiring review
  
- VII. ADJOURN MEETING

If you require assistance to attend this meeting, please contact the Health Department at (330) 678-8109.

JBF/trr

cc: Health Board  
City Manager  
Clerk of Council  
Health Staff  
Mayor  
News Media  
Post  
File

Kent City Health Department  
 325 S. Depeyster Street  
 Kent, Ohio 44240  
**HEALTH BOARD MINUTES**  
 June 14, 2011

Members Present

Doug Wagener  
 Susan Roxburgh  
 John Gwinn  
 Pam Freeman  
 Jack Amrhein  
 Chris Woolverton

Others Present

John Ferlito  
 Anthony Bartholomew D.O.  
 John Bradshaw

Health Board meeting of June 14, 2011 was called to order by President, John Gwinn.

The minutes from the May 12, 2011 meeting were distributed and reviewed by the Health Board members prior to the meeting.

**Motion:** A motion was made by Doug Wagener and seconded by Pam Freeman to approve the May 12, 2011 minutes. No objections. Chris Woolverton abstained. The motion passed.

Open Comments

Statistical Report for May 2011: No Comment

Expenditures and Encumbrances for May 2011:

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNT</u>
Treasurer, State of Ohio	Fee transmittal for Child Abuse and Family Violence Prevention for the month of April 2011	\$1,335.70
Ohio Division of Real Estate	Burial Permit fee transmittal	\$82.50
Treasurer, State of Ohio	FSO Transmittal Fees for April 2011	\$28.00
Treasurer, State of Ohio	Swimming pool license transmittal fees for April 2011	\$1,030.00
Precision Labs	EPA mandated PCB Sludge analyses.	\$60.00
Record Courier	Legal notice for IU's being in SNC	\$8.00
Thompson West	Subscription to receive ORC updates	\$99.00
	<b>TOTAL</b>	<b>\$2,643.20</b>

<u>Travel &amp; Reimbursements</u>		
Jonnette Demboski	Reimbursement for mileage for attending Conference	\$38.45
John Bradshaw	Reimbursement for ½ the fees for Wellness Program	\$146.50
John Ferlito	Reimbursement for expenses while attending CPHC in Columbus May 10 & 11	\$122.67
Anthony Bartholomew D.O.	Reimbursement for expenses while attending CPHC in Columbus May 10 & 11	\$277.84
		<b>\$585.46</b>

**Motion:** A motion was made by Chris Woolverton and seconded by Jack Amrhein to approve the Expenditures and Encumbrances for the month of May 2011. The motion passed.

### Commissioner's Report

Enclosed is the Proposed 2012 Health Department Budget. The budget is broken into five funds: **General, Sewer, Revolving Housing, Food Service and Swimming Pools**. Please review for discussion and approval under New Business.

Enclosed is a draft copy of the Kent Health Department Annual Newsletter for 2011 for review and comment by the board.

In May thirty (30) Solid Waste Trucks were inspected and licensed.

Fifteen (15) Public Swimming Pool Licenses were renewed by May 1.

I spoke with the nurse at Townhall II about KSU Nutrition. She stated a nutritionist reviews diet and cooking techniques with diabetes patients.

### Old Business

### New Business

Annual Newsletter was reviewed and some comments and amendments were made.

The Proposed 2012 Health Department Budget. The budget is broken into five funds: General, Sewer, Revolving Housing, Food Service and Swimming Pools.

**Motion:** A motion was made by Pam Freeman and seconded by Chris Woolverton to approve the proposed FY 2012 budget. There was no objection. Jack Amrhein abstained. The motion passed.

**Motion:** A motion was made by Chris Woolverton and seconded by Doug Wagener to enter into Executive Session at 6:00 p.m. to interview candidates for the Health Officer Position. Members approved by roll call vote: Woolverton-Aye; Amrhein-Aye; Freeman-Aye; Gwinn-Aye; Roxburgh-Aye; Wagener-Aye.

**Motion:** A motion was made by Pam Freeman to return from Executive Session at 9:40 p.m. Members approved by roll call vote. Woolverton-Aye; Amrhein-Aye; Freeman-Aye; Gwinn-Aye; Roxburgh-Aye; Wagener-Aye.

**Motion:** A motion was made by Jack Amrhein and seconded by Pam Freeman to adjourn the June 14, 2011, meeting. There was no objection. The meeting was adjourned.

Approved:

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John Gwinn, President

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John Ferlito, Secretary



# KENT HEALTH DEPARTMENT STATISTICAL REPORT 2011

	June 2011	YTD 2011	June 2010	YTD 2010
<b>HEALTH DEPT. \$ COLLECTED</b>				
FamAbuse fund	\$ 433.50	\$ 2,571.00	\$ 397.50	\$ 2,335.50
Vital Stats Rev.	\$ 2,456.50	\$ 14,569.00	\$ 2,252.50	\$ 13,234.50
Child Abuse	\$ 867.00	\$ 5,142.00	\$ 795.00	\$ 4,671.00
State VS	\$ 2,601.00	\$ 15,426.00	\$ 2,385.00	\$ 14,013.00
B Perm Rev	\$ 16.50	\$ 97.00	\$ 19.00	\$ 89.50
B Perm State	\$ 82.50	\$ 485.00	\$ 95.00	\$ 447.50
Food Estab.	\$ 191.00	\$ 11,653.00	\$ 159.00	\$ 10,346.25
Food Serv.	\$ 875.00	\$ 41,194.00	\$ 560.00	\$ 38,932.90
FSO Vending	\$ 0.00	\$ 649.50	\$ 0.00	\$ 655.00
Home Sewage	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Housing	\$ 4,405.00	\$ 25,640.00	\$ 4,545.00	\$ 24,870.00
Swim Pools	\$ 0.00	\$ 3,280.00	\$ 0.00	\$ 3,262.50
SolWst(Trks)	\$ 210.00	\$ 795.00	\$ 285.00	\$ 855.00
Tattoo Parlors	\$ 0.00	\$ 300.00	\$ 0.00	\$ 300.00
*Misc(Xerox, etc.)	\$ 2.00	\$ 55.00	\$ 0.00	\$ 34.70
-overpaid for DC	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
**ST Subsidy	\$ 0.00	\$ 624.00	\$ 569.00	\$ 5,455.82
<b>TOTAL COLLECTED</b>	<b>\$ 12,140.00</b>	<b>\$ 122,480.50</b>	<b>\$ 12,062.00</b>	<b>\$ 119,503.17</b>
 <b>TO STATE</b>				
FamAbuse fund	\$ 420.51	\$ 2,493.96	\$ 385.56	\$ 2,265.34
Food Estabs	\$ 28.00	\$ 1,064.00	\$ 28.00	\$ 1,008.00
Bur.Permits	\$ 82.50	\$ 425.00	\$ 95.00	\$ 447.50
Child Abuse	\$ 840.99	\$ 4,987.74	\$ 771.15	\$ 4,530.87
State VS QTRLY	\$ 2,601.00	\$ 15,426.00	\$ 2,385.00	\$ 14,013.00
Food Service	\$ 28.00	\$ 3,412.00	\$ 28.00	\$ 3,360.00
Food Vendors*	\$ 0.00	\$ 138.00	\$ 0.00	\$ 138.00
Swim Pools	\$ 0.00	\$ 1,030.00	\$ 0.00	\$ 925.00
Wells	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 4,001.00</b>	<b>\$ 28,976.70</b>	<b>\$ 3,692.71</b>	<b>\$ 26,687.71</b>
 <b>TOTAL ASSETS</b>				
TOTAL ASSETS	\$ 8,139.00	\$ 93,503.80	\$ 8,369.29	\$ 92,815.46
+Admin fee to Vital Stats	\$ 39.00	\$ 231.30	\$ 35.78	\$ 210.23
-3% FamAbuse	\$ 12.99	\$ 77.04	\$ 11.93	\$ 70.10
-3% ChildAbuse	\$ 26.01	\$ 154.26	\$ 23.85	\$ 140.13

**INSPECTIONS**

Animal Bites (2 )	5	27	5	43
Complaints	33	214	62	291
Food Estabs	23	116	23	112
Food Service	60	350	61	375
FSO Vending	2	38	1	31
Home Sewage	0	0	0	0
Housing	125	665	130	677
Schools	1	35	1	32
Solid Waste	11	44	1	27
Swimming Pls	29	62	24	78
Septic Haul.	0	0	0	0
Tattoo Parlors	1	7	2	5
Other	0	0	0	0
<b>TOTAL</b>	<b>290</b>	<b>1,558</b>	<b>310</b>	<b>1,671</b>

**PERMIT/lic.**

Food Estab.	1	38	1	36
Food Serv. (19 Temps)	20	142	16	139
FS Vend.	0	23	0	23
Home Sew.	0	0	0	0
Housing	28	190	38	193
Sol Waste	8	44	17	48
Swim Pls	0	15	0	14
Sep Haul.	0	0	0	0
Tattoo Parlors	0	3	0	3
Other	0	0	0	0
<b>TOTAL</b>	<b>57</b>	<b>455</b>	<b>72</b>	<b>456</b>

**MOSQ.CONT.**

Sites Treat.	3	36	2	32
Adulicide	3	4	2	2
Tot Man Hrs	29.9	60.9	27	57.5

**COMPLAINTS**

Received	17	102	19	106
Abated	18	94	18	105

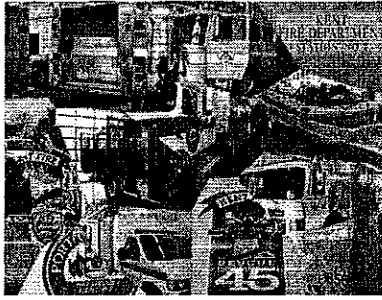
**LEGAL.COMPL.**

Filed	0	1	0	2
Pre-trials	0	0	0	0
Trials	0	0	0	0

<b>COMM.DISEASE</b>	<b>13</b>	<b>340</b>	<b>16</b>	<b>233</b>
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<b>VNA CLINICS IMMUNIZATIONS</b>	<b>3</b>	<b>33</b>	<b>1</b>	<b>26</b>
30 Births / 259 Deaths			2 Bir / 263 Dea	
<b>BIRTHS / DEATH CERTS. ISSUED</b>	<b>289</b>	<b>1710</b>	<b>265</b>	<b>1557</b>





# KENT FIRE DEPARTMENT MAY 2011 MONTHLY INCIDENT REPORT

## FIRE RESPONSE INFORMATION

	CURRENT PERIOD			YEAR TO DATE		
	2011	2010	2009	2011	2010	2009
Summary of Fire Incident Alarms						
City Of Kent	40	52	66	212	213	250
Kent State University	13	10	24	94	74	104
Franklin Township	7	7	12	51	56	46
Sugar Bush Knolls	0	0	0	0	0	0
<b>RESPONSES</b>	<b>60</b>	<b>69</b>	<b>102</b>	<b>359</b>	<b>343</b>	<b>400</b>
Mutual Aid Received by Location						
City Of Kent	0	0	3	2	4	8
Kent State University	0	0	0	0	0	0
Franklin Township	0	0	1	0	4	3
Sugar Bush Knolls	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>8</b>	<b>10</b>
Mutual Aid Given	4	7	6	21	22	17
<b>TOTAL FIRE INCIDENTS</b>	<b>64</b>	<b>76</b>	<b>108</b>	<b>380</b>	<b>365</b>	<b>417</b>

## EMERGENCY MEDICAL RESPONSE INFORMATION

Summary of Medical Responses						
City Of Kent	203	206	180	1000	1003	984
Franklin Township	26	33	26	122	131	155
Kent State University	9	16	26	129	153	142
Sugar Bush Knolls	2	0	2	5	6	3
Mutual Aid Given	3	3	3	8	15	8
<b>TOTAL RESPONSES</b>	<b>243</b>	<b>258</b>	<b>237</b>	<b>1264</b>	<b>1308</b>	<b>1292</b>
Mutual Aid Received by Location						
City Of Kent	0	2	2	6	6	19
Franklin Township	1	0	2	2	1	7
Kent State University	0	0	0	1	0	3
Sugar Bush Knolls	0	0	0	0	0	0
<b>TOTAL</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>9</b>	<b>7</b>	<b>29</b>
<b>Total Fire and Emergency Medical Incidents</b>	<b>307</b>	<b>334</b>	<b>345</b>	<b>1644</b>	<b>1673</b>	<b>1709</b>



# CITY OF KENT, OHIO

## DEPARTMENT OF SAFETY

To: Mr. Ruller  
Mr. Bowling  
Mr. Giaquinto  
Chief Lee  
Mr. Locke  
Mr. Roberts  
Chief Williams  
Bryan Smith, PARTA

From: William Lillich

Subject: Traffic Engineering & Safety Meeting on June 20, 2011 at 9:30 AM  
TE&S 2011-04

### 1. Main Street Bridge Replacement

The Portage County Engineer's Office is designing the replacement of the Main Street bridge deck over CSX tracks and has requested that we review some potential Maintenance Of Traffic schemes. The work will involve deck removal, abutment repair and deck replacement. Several options were discussed pertaining to the timing and extent of the closure. The committees request is to hold the work until 2013 and to eliminate all vehicular traffic for the six month project, while retaining pedestrian accessibility during the entire work project.

### 2. Closing Crain Ave bridge

The bridge contractor needs to close the Crain Ave. bridge for approximately one week to provide for elevation of the rails to meet the necessary elevation of the new bridge. After discussion, it was requested that this work be completed either the week of 7/11 or 7/18. The contractor will also be requested to maintain some access through the North Water St portion of the site to enable trucks to get to and from Lake St. **This information will need to be publicized in advance to businesses in the Lake St. area.**

### 3. Hotel construction staging site

The Depeyster/E. Erie site for the hotel construction will be limited in terms of access to electrical power and staging space. Additionally, the Depeyster St. reconstruction will be going on at this same time. The planners have asked engineering to assist in finding an adequate staging location. Two areas have been recommended: the west end of the 200 block of E. College St., and the fenced area adjacent to the north side of the main fire station. The fire station area is the initial choice, as it will provide a less obnoxious location, and will provide additional security. The contractor will be required to restore the site at the completion of its use.

4. Emergency Call Boxes potentially to be installed in the Kent Central Gateway  
Bryan Smith of PARTA came to the meeting to discuss the technical issues relating to the installation of emergency call boxes in the facility. A series of call boxes will be installed, which will also have video cameras for additional protection. Bryan wanted staff input as to where the 9-1-1 calls should be directed.

Staff decided that phones be equipped with emergency activation buttons as well as non-emergency assistance buttons that would activate PARTA or hotel on-duty staff. Staff suggested an option of coordinating PARTA video surveillance systems with those on the Esplanade and in the development area.

5. Construction access to the PARTA site  
Mr. Smith described the construction access point to the PARTA site that will be opened from Haymaker Pkwy. starting July 5. This access will enable effective construction activities for the demolition and site preparation contractors, but will be closed during off hours.

6. Traffic controls, pre-sets, and Opticom signal override operations.  
The committee discussed the operation of the new equipment and how the new systems can be improved for emergency responses? The fire and police staffs will discuss the benefits, values and shortcomings of the current Opticom systems. The traffic engineer will meet with the safety staff to define how the systems operations have been improved, including longer life battery back-up equipment, system fault operations and power out indicators.

7. St. Patrick's request for vacation of Alley #1  
Mr. Locke described the informal inquiry that he received about the possibility of vacating the alley for expanded use by the school, and a new day care that is possibly being developed. Staff expressed the continuing concern for fire access within the block, as well as the ability for the Service Dept. to plow and maintain the western end of the right-of-way. Gary has advised the proponent that the most effective place to start is with a petition that is signed by all the residents in the block between Portage and Brady Streets.