

MUTUAL ASSISTANCE AND AID AGREEMENT

Whereas, pursuant to Ohio Revised Code Section 5502.29(B), the City of _____ and the City of _____ may develop mutual assistance or aid agreements for reciprocal emergency management assistance or aid for purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources, and

Whereas, Ohio Revised Code Section 5502.29(B) allows each political subdivision to render assistance in accordance with such mutual assistance or aid agreements to provide mutual aid in time of any incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources, and

Whereas, the City of _____ and the City of _____ are desirous of providing mutual assistance or aid in time of any incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources, and

Whereas, the City of _____ and the City of _____ agree that it is in the best interest of the health, safety, and welfare of their respective citizens to cooperative and render mutual aid to agree to cooperatively utilize their service equipment and/or personnel if an event arises that requires emergency management aid and/or assistance in case of any hazard that may be too great to be dealt with unassisted,

Be it hereby resolved that:

- 1) The City of _____ and the City of _____ agree to provide, if requested, to the ability of each respective entity at the time of the request, mutual assistance or aid in the way of personnel, equipment, or other resources in the event of any incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources.
- 2) Personnel of the responding political subdivision shall continue under their local command and control structure, but shall be under the operational control of the appropriate officials within the incident management system of the political subdivision receiving the assistance or aid.
- 3) Nothing in this agreement shall be construed to prohibit personnel of either respective political subdivision from responding to a request for mutual assistance or aid resulting from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources, when the personnel are responding as part of a regional response team that is under the operational control of the incident command structure.
- 4) Personnel rendering assistance or aid pursuant to this agreement remain employees or agents of their respective political subdivisions, including for purposes of tort liability and immunity from

MUTUAL ASSISTANCE AND AID AGREEMENT

tort liability, and nothing in this agreement creates an employment relationship between the political subdivision requesting aid and the employees or agents of the political subdivision rendering aid.

- 5) The responding political subdivision and the personnel of that political subdivision, while rendering assistance or aid under this section, or while in route to or from rendering assistance or aid under this agreement shall be deemed to be exercising governmental functions as defined in section 2744.01 of the Revised Code, shall have the defenses to and immunities from civil liability provided in sections 2744.02 and 2744.03 of the Revised Code, and shall be entitled to all applicable limitations on recoverable damages under section 2744.05 of the Revised Code.
- 6) All pension, disability, death benefits, workers' compensation, and other benefits enjoyed by personnel rendering mutual assistance or aid pursuant to this agreement shall extend to the services they perform outside their respective political subdivisions to the same extent as while acting within the boundaries of the political subdivisions, and personnel are entitled to the rights and benefits of Chapter 4123. to the same extent as while performing service within the boundaries of the political subdivisions.
- 7) That this agreement does not in any manner relieve the chief elected official of any political subdivision of the responsibility for providing emergency management.
- 8) That this agreement does not suspend the possession by the City of _____ or the City of _____ of any power or function that is exercised or performed on its behalf by the other under this agreement.
- 9) That this agreement shall not take effect until authorized by the respective legislative authorities of the City of _____ and the City of _____.
- 10) That this agreement shall remain in effect until terminated or amended by the parties.
- 11) That this agreement may be terminated by either party by giving the other sixty (60) days written notice.

9.482 Political subdivision contracting agreements.

(A) As used in this section, "political subdivision" has the meaning defined in section 2744.01 of the Revised Code.

(B) When authorized by their respective legislative authorities, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

In the absence in the agreement of provisions determining by what officer, office, department, agency, or other authority the powers and duties of a contracting political subdivision shall be exercised or performed, the legislative authority of the contracting political subdivision shall determine and assign the powers and duties.

An agreement shall not suspend the possession by a contracting recipient political subdivision of any power or function that is exercised or performed on its behalf by another contracting political subdivision under the agreement.

A political subdivision shall not enter into an agreement to levy any tax or to exercise, with regard to public moneys, any investment powers, perform any investment function, or render any investment service on behalf of a contracting subdivision. Nothing in this paragraph prohibits a political subdivision from entering into an agreement to collect, administer, or enforce any tax on behalf of another political subdivision or to limit the authority of political subdivisions to create and operate joint economic development zones or joint economic development districts as provided in sections 715.69 to 715.83 of the Revised Code.

(C) No county elected officer may be required to exercise any power, perform any function, or render any service under an agreement entered into under this section without the written consent of the county elected officer. No county may enter into an agreement under this section for the exercise, performance, or rendering of any statutory powers, functions, or services of any county elected officer without the written consent of the county elected officer.

(D) No power shall be exercised, no function shall be performed, and no service shall be rendered by a contracting political subdivision pursuant to an agreement entered into under this section within a political subdivision that is not a party to the agreement, without first obtaining the written consent of the political subdivision that is not a party to the agreement and within which the power is to be exercised, a function is to be performed, or a service is to be rendered.

(E) Chapter 2744. of the Revised Code, insofar as it applies to the operation of a political subdivision, applies to the political subdivisions that are parties to an agreement and to their employees when they are rendering a service outside the boundaries of their employing political subdivision under the agreement. Employees acting outside the boundaries of their employing political subdivision while providing a service under an agreement may participate in any pension or indemnity fund established by the political subdivision to the same extent as while they are acting within the boundaries of the political subdivision, and are entitled to all the rights and benefits of Chapter 4123. of the Revised Code to the same extent as while they are performing a service within the boundaries of the political subdivision.

Amended by 129th General Assembly File No. 64, HB 225, § 1, eff. 3/22/2012.

5502.29 [Effective 7/3/2012] Mutual emergency management assistance or aid agreements

(A) As used in this section, "political subdivision" has the same meaning as in section 5502.41 of the Revised Code.

(B) Political subdivisions, in collaboration with other public and private agencies within this state, may develop mutual assistance or aid agreements for reciprocal emergency management assistance or aid for purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources. In time of any incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources, each political subdivision may render assistance in accordance with such mutual assistance or aid agreements. Such mutual assistance or aid agreements shall not in any manner relieve the chief elected official of any political subdivision of the responsibility for providing emergency management

(C) Political subdivisions, in collaboration with political subdivisions in adjacent states, may develop agreements for mutual assistance or aid for purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources. Each political subdivision may render assistance in accordance with the mutual assistance or aid agreements. A mutual assistance or aid agreement with political subdivisions in adjacent states shall be approved by the chief elected officials of the agreeing political subdivisions or their designees and shall be prepared in accordance with the laws, regulations, ordinances, and resolutions applicable to the agreeing political subdivisions.

(D) When engaged in preparation for, response to, or recovery from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources, and in accordance with the applicable mutual assistance or aid agreement, personnel from political subdivisions outside this state shall be permitted to provide services within this state in accordance with this section and the terms of the mutual assistance or aid agreement.

(E) Personnel of the responding political subdivision shall continue under their local command and control structure, but shall be under the operational control of the appropriate officials within the incident management system of the political subdivision receiving the assistance or aid.

(F) Nothing in this section shall be construed to prohibit a private company or its employees from participating in the provision of mutual assistance or aid, if the responding political subdivision approves the participation and the contract between the political subdivision and the private company permits the participation.

(G) Nothing in this section shall be construed to prohibit personnel of political subdivisions in this state from responding to a request for mutual assistance or aid resulting from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources, when the personnel are responding as part of a regional response team that is under the operational control of the incident command structure.

(H) Whenever a person from outside this state who is subject to a mutual assistance or aid agreement authorized by this section holds a license, certificate, or other permit issued by any state evidencing qualification for professional, mechanical, or other skills, such license, certificate, or other permit shall be recognized by this state as authorizing the person to render assistance or aid in this state involving such skill to meet the request for assistance or aid, so long as the person is acting within the scope of the person's license, certificate, or other permit.

(I) Personnel rendering assistance or aid pursuant to a mutual assistance or aid agreement authorized by this section remain employees or agents of their respective political subdivisions, including for purposes of tort liability and immunity from tort liability, and nothing in this section or any mutual assistance or aid agreement entered into pursuant to this section creates an employment relationship between the political subdivision requesting aid and the employees or agents of the political subdivision rendering aid.

(J) Responding political subdivisions and the personnel of that political subdivision, while rendering assistance or aid under this section, or while in route to or from rendering assistance or aid under this section, in a political subdivision in an adjacent state under an agreement authorized by this section, shall be deemed to be exercising governmental functions as defined in section 2744.01 of the Revised Code, shall have the defenses to and immunities from civil liability provided in sections 2744.02 and 2744.03 of the Revised Code, and shall be entitled to all applicable limitations on recoverable damages under section 2744.05 of the Revised Code.

(K) All pension, disability, death benefits, workers' compensation, and other benefits enjoyed by personnel rendering interstate or intrastate mutual assistance or aid shall extend to the services they perform outside their respective political subdivisions to the same extent as while acting within the boundaries of the political subdivisions, and personnel are entitled to the rights and benefits of Chapter 4123. to the same extent as while performing service within the boundaries of the political subdivisions.

R.C. § 5502.29

Amended by 129th General Assembly File No. 95, SB 243, § 1, eff. 7/3/2012.

Effective Date: 10-29-1995

This section is set out twice. See also § 5502.29, effective until 7/3/2012.

MEMORANDUM
DEPARTMENT OF COMMUNITY DEVELOPMENT
City of Kent

Date: August 28, 2012

To: Dave Ruller, City Manager

From: Jennifer Barone, Development Engineer

Re: 5694 Rhodes Road – University Edge

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

I hereby respectfully request City Council agenda time on September 4, 2012 to consider acceptance of street right-of-way (R/W) dedication, a shared use path easement, a storm sewer easement and two public water easements.

The property lines for University Edge (previously Sunrise Apartments) extend to the middle of Rhodes Road. The Developer is offering the Rhodes Road R/W for dedication to the City.

The Developer has installed a shared use path across the frontage in lieu of sidewalk per the City's request. This path is outside of the R/W requiring an easement for public use.

Prior to annexation Franklin Township had an easement for the storm sewer system that conveys drainage from Rhodes Road to the south (KSU's stormwater basin). This storm sewer existed prior to the development of the student housing complex. Since this system conveys roadway drainage, an easement is needed for the City to perform maintenance and repairs.

The two public water easements are for the City to have access to the fire line control valves on the west side of the parcel and for a fire hydrant near the eastern entrance.

If you have any questions, please call me.

RHODES ROAD DEDICATION PLAT & UNIVERSITY EDGE EASEMENT PLAT
 LOCATED IN THE CITY OF KENT, COUNTY OF PORTAGE, STATE OF OHIO

AUGUST 2012

ACKNOWLEDGEMENTS:
 I HEREBY ATTEST THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS DEDICATION AND EASEMENT PLAT, LOCATED IN THE CITY OF KENT, PORTAGE COUNTY, OHIO, REPRESENTS A SURVEY MADE IN ACCORDANCE WITH THE STANDARDS AND PROCEDURES FOR SURVEYS AND PLATS AS SET FORTH BY THE STATE OF OHIO, AS ADOPTED BY THE STATE BOARD OF REGISTRATION IN OAC CHAPTER 4733.37.
 HAMMONDRE & ASSOCIATES, LTD.

THOMAS J. BRIGGS, PS
 DATE _____

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS WATER, AND DRAINAGE EASEMENT AS SHOWN ON THIS PLAT TO PUBLIC USE FOREVER,
 HALLMARK STUDENT HOUSING KENT, LLC

RICHARD H. HIRK, MANAGER
 DATE _____

STATE OF OHIO
 COUNTY OF _____
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE _____, KNOWN TO ME TO BE THE PERSONAL REPRESENTATIVE OF THE ABOVE NAMED PARTY, WHOSE NAME AND ADDRESS ARE SET FORTH IN THE FOREGOING INSTRUMENT, AND THAT IT WAS HIS FREE ACT AND DEED ACCORDING TO LAW. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY SEAL AT _____ OHIO, THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

APPROVALS

APPROVED BY THE CITY OF KENT ZONING INSPECTOR THIS _____ DAY OF _____, 2012.
 HEATHER E. PELL, ZONING INSPECTOR

APPROVED BY THE CITY OF KENT DEVELOPMENT ENGINEER THIS _____ DAY OF _____, 2012.
 JONATHAN K. BARNIC, DEVELOPMENT ENGINEER

THE CITY COUNCIL OF KENT DOES HEREBY ACCEPT THE PORTION OF RHODES ROAD DEDICATION AS SHOWN IN ACCORDANCE WITH ORDINANCE NO. _____, 2012
 PASSED BY THEM THIS _____ DAY OF _____, 2012
 LINDA JORDANI, CLERK OF COUNCIL

RECEIVED FOR RECORD THIS _____ DAY OF _____, 2012.

PORTAGE COUNTY TAX MAP DEPARTMENT

ENTERED FOR TRANSFER THIS _____ DAY OF _____, 2012.

JANET ESPESOTO, PORTAGE COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 2012 AT _____, OHIO.

RECORDED THIS _____ DAY OF _____, 2012 AS PLAT NO. _____.

BONNIE M. HOWE, PORTAGE COUNTY RECORDER

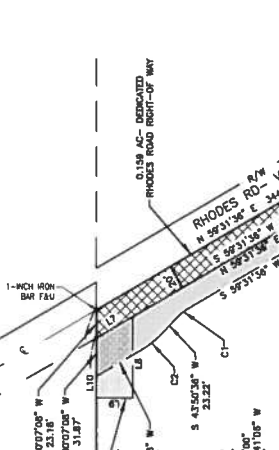


DATA USED:
 TAX MAP - FRANKLIN TOWNSHIP 15
 VOL. 858, PG. 292
 VOL. 858, PG. 310
 VOL. 858, PG. 338
 VOL. 317, PG. 538
 VOL. 332, PG. 840
 VOL. 774, PG. 573
 VOL. 871, PG. 325
 VOL. 438, PG. 633
 L.N. 200710073
 L.N. 200527306
 L.N. 20113383

PLAT - HORMING KNOLLS (P.B. 18, PG. 12)
 ANNEXATION PLAT 2001-26
 ALL OF PORTAGE COUNTY RECORDS.

OWNER
 HALLMARK STUDENT HOUSING KENT, LLC
 100 EAST BROAD STREET, SUITE 200
 COLUMBUS, OH 43215
 PHONE: (614) 499-8817

ENGINEER / SURVEYOR
 HAMMONDRE & ASSOCIATES, LTD.
 5233 STODOLAN ROAD
 NORTH CANTON, OH 44720
 PHONE: (330) 499-8817



EASEMENT LINE DATA

LINE	BEARING	DISTANCE
L1	S 30°28'24" E	23.74
L2	S 1°23'30" W	25.14
L3	N 1°23'30" W	20.80
L4	N 1°23'30" W	20.80
L5	N 30°28'24" W	15.48
L6	S 89°28'08" W	47.84
L7	S 89°28'08" W	47.84
L8	S 89°28'08" W	30.00
L9	S 89°28'08" W	30.00
L10	N 0°07'08" W	50.00

EASEMENT CURVE DATA

Curve	Arc Length	Radius	Chord	Chord Angle	Point to Point
C1	8.58'	17.79'	35.00'	17.79°	17.79'
C2	43.25'	86.50'	86.50'	90.00°	86.50'
C3	5.31'	10.62'	10.62'	90.00°	10.62'
C4	17.79'	35.58'	35.58'	17.79°	17.79'

LEGEND

- DEDICATED ROADWAY
- PUBLIC BIKE PATH EASEMENT
- PUBLIC DRAINAGE EASEMENT
- PUBLIC WATER EASEMENT
- R/W
- RIGHT OF WAY
- CENTER LINE
- MONUMENT FOUND AS NOTED
- 5/8" IRON BAR W/ 1/4" DIA CAP SET
- () EXISTING BEARING & DISTANCE

STATE OF OHIO
 VOL. 858, PG. 310



Dave Ruller <rullerd@kent-ohio.org>

Easements for Kent Central Gateway Foundations

11 messages

Bryan Smith <bsmith@partaonline.org>

Mon, Aug 27, 2012 at 3:59 PM

To: BowlingJ@kent-ohio.org, Dave Ruller <RullerD@kent-ohio.org>

Cc: John Drew <jdrew@partaonline.org>, Rebecca Schrader <rschrader@partaonline.org>

Mr. Bowling,

As you know, PARTA needs to acquire an easement from the City of Kent for the foundations for the Kent Central Gateway building that are within the City's right-of-way along Erie St, Depeyster St. and Haymaker Pkwy.

Pursuant to our Development Agreement, PARTA is required under section 3, paragraph F to seek easements that are reasonably necessary for the completion of the project. Likewise, the City is required under section 4, paragraph D to grant easements that are reasonably required for the completion of the project.

Concurrently, PARTA is obligated to follow the guidance from FTA Circular 5010.1D in the acquisition of real property rights. That circular references 49 CFR Part 24 which outlines requirements for the purchase of real property (including easements). Among other requirements, typically, PARTA would be required to obtain both an initial appraisal and a review appraisal for the property.

However, Subsection 24.102(c)(2)(i) allows that an appraisal is not required if the owner of the property is donating the property and releases PARTA from our obligation to appraise the property. PARTA is required to notify the owner that the property has value that PARTA could be obligated to pay, if not for our previously executed Development agreement.

I have attached a copy of the easement requested, along with an exhibit showing where it is located.

I believe the terms of our Development agreement anticipated this very situation, and gives Mr. Ruller the authority to grant this waiver.

If the waiver is granted, PARTA is obligated to prepare a waiver valuation, prepared by a person with knowledge of real estate values in the area. The total amount of area is 913.91 square feet. PARTA purchased land in the area at approximately \$10/sq. ft. and I would ask that the City of Kent concur that the donated value is \$9,139, unless you have more current values for foundation easements.

Thank you,

**City of Kent
July 20, 2012**

**Building Foundation Easement
0.0210 of an Acre (913.91 sq. ft.)**

Situated in the City of Kent, County of Portage, State of Ohio, known as being a part of the Connecticut Western Reserve Range 9 West, Township 3 North, being part of Original Franklin Township Lot Number 24, and further being parcels of land described as a portion of the existing right-of-way of Depeyster Street (66 feet), Erie Street (Width Varies) and State Route 59 (a.k.a Haymaker Parkway)(width varies) and being more particularly described as follows:

Commencing at a point in the intersection of the centerline of East Main Street (80 feet) with the centerline of Depeyster Street (66 feet);

Thence North 89 degrees 38 minutes 57 seconds East, along the centerline of said East Main Street, a distance of 33.00 feet to its intersection with the northerly extension of the easterly right-of-way line of said Depeyster Street;

Thence South 00 degrees 34 minutes 31 seconds East, along the easterly right-of-way line of said Depeyster Street and the northerly extension thereof, a distance of 316.45 feet to a point and the **True Place of Beginning** of land herein described;

- Course 1:** Thence South 89 degrees 29 minutes 36 seconds West, a distance of 3.09 feet to a point;
- Course 2:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 8.00 feet to a point;
- Course 3:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 2.28 feet to a point;
- Course 4:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 15.42 feet to a point;
- Course 5:** Thence South 89 degrees 29 minutes 36 seconds West, a distance of 2.29 feet to a point;
- Course 6:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 8.00 feet to a point;

**City of Kent
July 20, 2012**

**Building Foundation Easement
0.0210 of an Acre (913.91 sq. ft.)**

- Course 7:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 3.12 feet to a point;
- Course 8:** Thence South 00 degrees 34 minutes 31 seconds East along the easterly right-of-way line of Depeyster Street (66 feet), a distance of 2.23 feet to a point in the northerly right-of-way line of Erie Street (R/W Varies);
- Course 9:** Thence North 89 degrees 30 minutes 08 seconds East, along the northerly right-of-way line of said Erie Street, a distance of 17.42 feet to a point;
- Course 10:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 2.30 feet to a point;
- Course 11:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 10.50 feet to a point;
- Course 12:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 1.75 feet to a point;
- Course 13:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 2.00 feet to a point;
- Course 14:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 4.25 feet to a point;
- Course 15:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 15.50 feet to a point;
- Course 16:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 4.25 feet to a point;
- Course 17:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 8.00 feet to a point;
- Course 18:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 0.56 feet to a point;

**City of Kent
July 20, 2012**

**Building Foundation Easement
0.0210 of an Acre (913.91 sq. ft.)**

- Course 19:** Thence North 89 degrees 30 minutes 10 seconds East along the northerly right-of-way line of said Erie Street, a distance of 8.50 feet to a point;
- Course 20:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 0.55 feet to a point;
- Course 21:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 8.00 feet to a point;
- Course 22:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 4.25 feet to a point;
- Course 23:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 15.50 feet to a point;
- Course 24:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 4.25 feet to a point;
- Course 25:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 4.94 feet to a point;
- Course 26:** Thence North 29 degrees 29 minutes 36 seconds East, a distance of 0.64 feet to a point;
- Course 27:** Thence North 89 degrees 30 minutes 08 seconds East along the northerly line of said Erie Street, a distance of 9.00 feet to a point;
- Course 28:** Thence South 30 degrees 30 minutes 24 seconds East, a distance of 0.62 feet to a point;
- Course 29:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 4.94 feet to a point;
- Course 30:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 4.25 feet to a point;

City of Kent
July 20, 2012

Building Foundation Easement
0.0210 of an Acre (913.91 sq. ft.)

- Course 31:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 15.50 feet to a point;
- Course 32:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 4.25 feet to a point;
- Course 33:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 4.94 feet to a point;
- Course 34:** Thence North 29 degrees 29 minutes 36 seconds East, a distance of 0.62 feet to a point;
- Course 35:** Thence North 89 degrees 30 minutes 08 seconds East along the northerly line of said Erie Street, a distance of 9.00 feet to a point;
- Course 36:** Thence South 30 degrees 30 minutes 24 seconds East, a distance of 0.62 feet to a point;
- Course 37:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 4.94 feet to a point;
- Course 38:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 4.25 feet to a point;
- Course 39:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 15.50 feet to a point;
- Course 40:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 4.25 feet to a point;
- Course 41:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 4.94 feet to a point;
- Course 42:** Thence North 29 degrees 29 minutes 36 seconds East, a distance of 0.62 feet to a point;

**City of Kent
July 20, 2012**

**Building Foundation Easement
0.0210 of an Acre (913.91 sq. ft.)**

- Course 43:** Thence North 89 degrees 30 minutes 08 seconds East along the northerly line of said Erie Street, a distance of 9.01 feet to a point;
- Course 44:** Thence South 30 degrees 30 minutes 24 seconds East, a distance of 0.61 feet to a point;
- Course 45:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 4.94 feet to a point;
- Course 46:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 4.25 feet to a point;
- Course 47:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 15.50 feet to a point;
- Course 48:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 4.25 feet to a point;
- Course 49:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 19.50 feet to a point;
- Course 50:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 4.25 feet to a point;
- Course 51:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 15.50 feet to a point;
- Course 52:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 4.25 feet to a point;
- Course 53:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 19.50 feet to a point;
- Course 54:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 4.25 feet to a point;

City of Kent
July 20, 2012

Building Foundation Easement
0.0210 of an Acre (913.91 sq. ft.)

- Course 55:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 15.50 feet to a point;
- Course 56:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 4.25 feet to a point;
- Course 57:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 9.75 feet to a point;
- Course 58:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 0.32 feet to a point;
- Course 59:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 5.00 feet to a point;
- Course 60:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 0.33 feet to a point;
- Course 61:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 4.75 feet to a point;
- Course 62:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 4.25 feet to a point;
- Course 63:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 15.50 feet to a point;
- Course 64:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 4.25 feet to a point;
- Course 65:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 8.00 feet to a point;
- Course 66:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 0.51 feet to a point;

City of Kent
July 20, 2012

Building Foundation Easement
0.0210 of an Acre (913.91 sq. ft.)

- Course 67:** Thence North 89 degrees 30 minutes 08 seconds East, along the northerly right-of-way line of said Erie Street, a distance of 8.50 feet to a point;
- Course 68:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 0.50 feet to a point;
- Course 69:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 8.00 feet to a point;
- Course 70:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 4.25 feet to a point;
- Course 71:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 15.50 feet to a point;
- Course 72:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 4.25 feet to a point;
- Course 73:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 2.00 feet to a point;
- Course 74:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 1.75 feet to a point;
- Course 75:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 10.50 feet to a point;
- Course 76:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 2.25 feet to a point;
- Course 77:** Thence North 89 degrees 30 minutes 08 seconds East, along the northerly right-of-way line of said Erie Street, a distance of 2.07 feet to a point at the intersection of the northerly right-of-way of said Erie Street with the westerly right-of-way line of said State Route 59 (a.k.a. Haymaker Parkway)(R/W Varies);

**City of Kent
July 20, 2012**

**Building Foundation Easement
0.0210 of an Acre (913.91 sq. ft.)**

- Course 78:** Thence North 50 degrees 41 minutes 53 seconds East, along the westerly right-of-way line of said State Route 59, a distance of 4.19 feet to a point;
- Course 79:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 1.95 feet to a point;
- Course 80:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 1.57 feet to a point;
- Course 81:** Thence North 50 degrees 41 minutes 53 seconds East, along the westerly right-of-way line of said State Route 59, a distance of 0.36 feet to a point;
- Course 82:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 4.97 feet to a point;
- Course 83:** Thence South 00 degrees 30 minutes 24 seconds East, a distance of 2.12 feet to a point;
- Course 84:** Thence North 89 degrees 29 minutes 36 seconds East, a distance of 8.00 feet to a point;
- Course 85:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 8.00 feet to a point;
- Course 86:** Thence South 89 degrees 29 minutes 36 seconds West, a distance of 2.29 feet to a point;
- Course 87:** Thence North 00 degrees 30 minutes 24 seconds West, a distance of 2.71 feet to a point;
- Course 88:** Thence South 50 degrees 41 minutes 53 seconds West, a distance of 20.75 feet to a point at the intersection of the northerly right-of-way of said Erie Street with the westerly right-of-way line of said State Route 59;

**City of Kent
July 20, 2012**

**Building Foundation Easement
0.0210 of an Acre (913.91 sq. ft.)**

Course 89: Thence South 89 degrees 30 minutes 08 seconds West, along the northerly right-of-way line of said Erie Street, a distance of 350.00 feet to a point at the intersection of the northerly right-of-way of said Erie Street with the easterly right-of-way line of said Depeyster Street;

Course 90: Thence North 00 degrees 34 minutes 31 seconds West, a distance of 33.66 feet to a the **True Place of Beginning**.

Containing within said bounds 0.0210 of an acre (913.91 square feet), be the same more or less, but subject to all legal highways and easements of record as surveyed by Bramhall Engineering & Surveying Company, Inc. in May of 2009. All bearings are intended to describe angles only. The basis of bearings used was a portion of the centerline of State Route 59 (a.k.a Haymaker Parkway)(width varies), which was assumed to be North 50 degrees 21 minutes 29 seconds East.

The above described intends to describe an easement (for the construction of a building) over a portion of the current right-of-way of Depeyster Street (66 feet), Erie Street (Width Varies) and State Route 59 (a.k.a Haymaker Parkway)(width varies).






CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: August 14, 2012

To: David Ruller, City Manager
Linda Jordan, Clerk of Council
Gene Roberts, Service Director

From:  Dan Smith, Economic Development Director

Subject: Summit Street Incubator Leases
Regional Growth Corp. (KRBA/SBDC) and Capelli Salon

Three leases (Localingua, Capelli Salon, and Regional Growth Corp.) in our Summit Street incubator are set to expire and two are requesting to extend their leases. Localingua will be moving in to their new space in Acorn Corner in November and vacating their current office at 201 East Summit. The space will be advertised as soon as the site is vacated. The two extension requests are as follows:

- 1) **The Regional Growth Corp. (formerly KRBA)** has been operating the Small Business Development Center at 211 East Main Street for three years. The site is well suited for their needs. The Small Business Development Center (SBDC) provides support to small- to medium-sized businesses that need assistance in problem solving and expansion. The SBDC/RGC works to compliment and enhance the services we offer to those needing assistance in all aspects of starting a business. They have several employees and councilors as well as various students that intern throughout the year. The long-term goal of building a new commercialization center/discovery park at the former RB & W site is still in the planning stages.

I have been involved with the RGC for many years and have witnessed the number of local entrepreneurs that have been assisted with business planning, securing funding and launching their new business. The SBDC continues to assist businesses in our incubators, downtown and throughout our entire city/region. This agency works hand-in-hand with our economic development programs and creates entrepreneurial synergy at our Summit Street site. Continuing this relationship will ensure contractual obligations are fulfilled with Federal, State and County funding sources. Our contribution of space is used in matching SBDC grants. I recommend we continue to provide the space in-kind for an additional three year period. Utilities and other expenses will continue to be the responsibility of the RGC.

- 2) **Capelli Salon** has been operating at 209 E. Summit Street for the past five years. Per the terms of our incubator guidelines, a sixth year is available under the following conditions:

During the final six-months of the lease agreement, the tenant must demonstrate that he/she has exerted his/her best effort to find a new location within the corporate boundaries of the City of Kent,

or in areas in which the City has an existing Joint Economic Development District Agreements. This commitment must include, but not be limited to, notification to the Community Development Department that the search for new location is beginning, and a request of the City's assistance in finding a new location.

In the event that an existing tenant can demonstrated that he/she has undertaken a good faith effort to find suitable alternative accommodations according to the provisions stated above, and is unable to secure a new location; and, if the City does not have one or more viable applications seeking space in the incubator, then the existing tenant may be permitted to remain at their current location according to the following provisions:

- a. A written request must be received by the Community Development Department prior to the end of their lease requesting that it be extended on a month-to-month basis.
- b. If this request is granted, the month-to-month lease rate will be increased to the existing market rate for similar space in the City of Kent as determined by the Community Development Department in consultation with the City's Property Management Consultant.
- c. The lease rate will be increased by 10% every three months thereafter until the tenant relocates, or is replaced by a new tenant.
- d. The tenant will be required to vacate the incubator on a thirty-day notice, regardless of whether a new location has been found if the City enters into a lease agreement to a new tenant for that space.


I have been working with Theresa regarding her lease and exploring potential new spaces for her business to move into. Efforts to date have not enabled her to secure a new location. Given the above criteria, she has requested to stay in her current location into 2013. In addition, she has requested a renewal per the terms of our policy. I recommend we extend Capelli Salon lease per the terms in listed in our incubator policy.

I am respectfully requesting time at the September 5 Council Committee meeting to seek extension of the RGC and Capelli leases at our Summit Street offices.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE

MEMO

August 16, 2012

To: Dave Ruller, City Manager
From: Gene Roberts, Service Director 
RE: Purchase of Asphalt Recycling Equipment

The City of Kent provided in its 2011 Capital Plan \$90,000 for the purchase of a small asphalt recycling plant which was planned to provide the City a small supply of hot mix recycled asphalt for pot hole repair during the winter months. The request for funding was based on the current cold mix asphalt supply available locally not meeting its intended purpose at a cost of \$120 per ton. It was estimated that a small portable asphalt recycling plant would pay for itself in less than five years when considering the labor and material cost necessary to repeatedly fill potholes during the winter months. The purchase of the equipment was delayed to seek grant funding.

Central Maintenance staff with the assistance of Bridget Susel from the Community Development Department applied for a Local Government Innovation Fund Grant to assist with the equipment purchase and sharing implementation agreements between local governmental agencies. The City of Kent was not selected as a grant recipient, however through the grant data gathering process collaborative discussions were started with other Cities the outcome of which has brought two (and possibly a third community) to come together to purchase an asphalt recycler that will be shared between multiple governmental agencies.

The purchase of the asphalt recycler was discussed with the City of Ravenna initially and later with four other local agencies. Currently the City of Ravenna has approved appropriation of \$45,000 towards the purchase of an asphalt recycler and the City of Stow will be discussing the issue with Stow City Council.

The current thought is to purchase larger asphalt recycling equipment which decreases the cycle time and increases the quantity of hot mix asphalt made per batch. The Cities of Kent and Ravenna (and Stow if they should decide to join in the purchase) will share the cost of equipment purchase and maintenance. The Cities owning the equipment will enjoy purchase of hot mix asphalt at operational costs and any other governmental agency that would elect to purchase asphalt would do so at a rate to be determined to cover the cost of the equipment depreciation.

It is hoped that this joint purchase will be the beginning of collaborative efforts into the future once the details of joint ownership and usage are worked out. Staff respectfully requests Council time to consider appropriation of \$135,000 and the authority to enter into the necessary agreement to jointly purchase the asphalt recycling equipment and sell hot mix recycled asphalt to other governmental agencies.

Cc: Jim Silver, Law Director
David Coffee, Budget & Finance Director
John Osborne, Utilities Manager
Gerald Shanley, Facilities Manager
Bob Kish, Chief Operator
Max Gilliland, Chief Operator
Chris Sample, Chief Operator
file




CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: August 9, 2012

To: David Ruller, City Manager
Jim Silver, Law Director
Linda Jordan, Clerk of Council

From:  Dan Smith, Economic Development Director

Subject: Sale of 1277 W. Main Street to Robert Milan
Milan Key Shop, Parcel # 17-027-10-00-064-000

Early in 2012, Gene Roberts and I were reviewing City owned property with regards to future uses. One parcel, 1277 W. Main Street, was acquired due to a house being located in the public right-of-way when street improvements were made in the mid 1990s. The City took possession of the property on July 24, 1996. Per Gene Roberts' memo, Kent City Council discussed the property acquisition on Dec. 14, 1994 at the request of Dr. Benedict.

From that time, we have been maintaining the lot, mowing and upkeep. In our review, we noticed the file contained a letter from Mr. Robert Milan having an interest to purchase the property. Since the property is not of sufficient size to develop (non-build-able), we contacted both adjoining property owners to gauge interest in purchasing the lot with the following conditions:

- 1) Consolidate the acquired property with the current holdings.
- 2) Pay the survey expenses to re-plat the site.

Per the attachments, all parties were contacted back in March. I received the attached letter on August 7, 2012 from Mr. Milan offering to purchase the parcel and accepting the conditions. In my discussions with Gene Roberts and Jim Silver, we feel this is a reasonable offer to divest a property with no future value for development, put the parcel back on the tax duplicate and consolidate the site with an adjoining land owner.

I am respectfully requesting time on the September 5 Council Committee meeting agenda to seek approval to sell the property at 1277 W. Main Street to Mr. Robert Milan.

City Of Kent
Attn: Dan Smith – Economic Development Director
215 E. Summit St.
Kent, OH 44240

August 7, 2012

Mr. Smith,

As per our previous conversations, I have an interest and would like to make an offer for the vacant lot next to my property at 1273 W. Main St. owned by The City Of Kent.

I understand it is a non-buildable lot and my interest is to have a larger yard for my own personal enjoyment. I would erect a fence around at least a part of that lot according to City standards and regulations as this property is currently used by neighbors as a place for their dogs to take a dump. Currently it is costing the City to maintain that lot and selling it to me would relieve them of that burden.

My offer is \$1,000 and I would pay the surveying costs involved in doing the transfer of this property.

Thankyou for your consideration.

Robert Milan

Robert Milan
1273 W. Main St.
Kent, OH 44240
Ph. 330-678-6168



Daniel Smith <smithd@kent-ohio.org>

1277 W. Main St.

1 message

Gene Roberts <roberts@kent-ohio.org>
To: Daniel Smith <smithd@kent-ohio.org>

Tue, Jan 24, 2012 at 1:55 PM

Dan,

Please accept this correspondence regarding the property located at 1277 W. Main St.

The City took possession of the property on July 24, 1996. KCC discussed the property acquisition on Dec. 14, 1994 at the request of Dr. Benedict.

The Eng. Div. file contains a letter from Mr. Robert Milan regarding purchase of the property.

At this point I could support sale of the property and believe that KCC would also support disposition of the property if the following is done:

First, the two adjoining property owners would need to be in agreement for one to purchase. This means that Mr. Milan would need to present in writing from the adjoining property owner on Sunrise Blvd. that they had no objections to Mr. Milan purchasing the property. This will eliminate the need to auction off the property.

Second, the purchasing party would be required to consolidate the acquired property with their current holdings. This would eliminate any potential concern regarding future use of a non-build-able lot.

When you have a couple of minutes please stop by to review the file regarding the location.

thanks
gene



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

To: Dave Ruller, City Manager

From: David A. Coffee, Director of Budget and Finance

Date: August 30, 2012

Re: FY2012 Appropriation Amendments, Transfers, and Advances

The following appropriation amendments are hereby requested:

Fund 106 – Parks and Recreation

Increase \$ 45,000 Parks&Rec / Capital – Property purchase for Tannery Segment Portage Hike & Bike Trail as previously approved in KCC Ord. 2012-88, 8/15/12.

Fund 128 – Fire & EMS

Decrease \$ 30,000 Capital / Reduce funding for Fire Misc. Equipment

Decrease \$ 5,000 Capital / Reduce funding for Fire Medical Unit Replacement

Increase \$ 35,000 Capital / New funding for Main Fire Station Vehicle Bay Roof Repair

Fund 201 – Water

Increase \$ 2,000 Service/Capital – Allocation to fund WiFi deployment Safety/Service Network , per B. Lillich/G.Roberts 8/24/12 memo

Increase \$ 2,600 Service/Capital - Allocation for Server Replacement/Gigabyte Switches , per B. Lillich/G.Roberts 8/24/12 memo

Increase \$ 22,500 Service/Capital - Allocation to fund Asphalt Recycling Plant , per G.Roberts 8/16/12 memo

Fund 202 – Sewer

Increase \$ 2,000 Service/Capital – Allocation to fund WiFi deployment Safety/Service Network , per B. Lillich/G.Roberts 8/24/12 memo

Increase \$ 3,000 Service/Capital - Allocation for Server Replacement/Gigabyte Switches , per B. Lillich/G.Roberts 8/24/12 memo

Increase \$ 22,500 Service/Capital - Allocation to fund Asphalt Recycling Plant , per G.Roberts 8/16/12 memo

Decrease \$ 25,000 Contingency – Unappropriate excess reserve funding for D/T Streets-Erie&Depeyster

Continued on page 2

Fund 208 – Storm Water

Increase	\$ 22,500	Service/Capital - Allocation to fund Asphalt Recycling Plant , per G.Roberts 8/16/12 memo
Increase	\$ 1,000	Service/Capital - Allocation for Server Replacement/Gigabyte Switches , per B. Lillich/G.Roberts 8/24/12 memo
Increase	\$ 130,000	Service/Capital Facilities/Capital – Additional funding for D/T Streets-Erie & Depeyster St, per G.Roberts 8/17/12 memo
Decrease	\$ 1,181,000	Service/Capital Facilities/Capital – Unappropriate 2009 Re-Approp for Area Q Ph5 Irma/Diedrich Proj deferred to 2013, per G.Roberts 8/17/12 memo

Fund 301 – Capital

Decrease	\$ 30,000	Safety/Police / Capital - Reduce funding to \$15K – Automated Parking System Replacement Project, per B. Lillich 8/24/12 memo based on lower cost estimates
Increase	\$ 20,000	Safety/Police / Capital - New funding KSU Police to KPD Network Replacement, per B. Lillich 8/24/12 memo project to eliminate AT&T ongoing expense
Increase	\$ 67,500	Capital / Service - Allocation to fund Asphalt Recycling Plant , per G.Roberts 8/16/12 memo
Increase	\$ 13,400	Capital / Service - Allocation for Server Replacement/Gigabyte Switches , per B. Lillich/G.Roberts 8/24/12 memo
Increase	\$ 4,000	Capital / Service - Allocation to fund WiFi deployment Safety/Service Network , per B. Lillich/G.Roberts 8/24/12 memo
Increase	\$ 75,000	Capital / Capital Facilities – Addt'l funding for RB&W Site Environmental Remed. w/Thomas&Betts, as previously approved in KCC Ord. 2012-87, 8/15/12.
Decrease	\$ 545,000	Capital / Capital Facilities – Reduce funding Summit Traffic Sig Crd Proj, per J. Bowling 8/22/12 memo

The following intra-fund transfers are hereby requested:

Transfer	\$ 9,000	From: Fund 001 / General Fund - Contingency To: Fund 001 / General Fund – Public Safety-Service Dir./ O&M Funding for Public Safety Citizen Survey Services (CMOR)
Transfer	\$ 15,000	From: Fund 201 / Water - Contingency To: Fund 201 / Water – Service/Capital Facilities/Capital Funding for Raw Water Line Emergency Repair, per G. Roberts 6/4/12 memo
Transfer	\$ 100,000	From: Fund 201 / Water - Contingency To: Fund 201 / Water – Service/Capital Facilities/Capital Funding from Ord. 2012-29 for D/T Streets Erie & Depeyster, per G. Roberts 8/17/12 memo

Continued on page 3

Transfer	\$ 7,500	From: Fund 201 / Water - Contingency To: Fund 201 / Water – Service/Capital Funding from Ord. 2012-29 for Utility Pole Relo @ Fairchild Tank, per G. Roberts 8/17/12 memo
Transfer	\$ 25,000	From: Fund 201 / Water - Contingency To: Fund 201 / Water – Service/Capital Funding from Ord. 2012-29 for Reconfigure Electric Lines in Tank, per G. Roberts 8/17/12 memo
Transfer	\$ 10,000	From: Fund 202 / Sewer - Contingency To: Fund 202 / Sewer – Service/Capital Funding from Ord. 2012-29 for Push Sewer Camera, per G. Roberts 8/17/12 memo
Transfer	\$ 75,000	From: Fund 202 / Sewer - Contingency To: Fund 202 / Sewer – Service/Capital Facilities/Capital Funding from Ord. 2012-29 for D/T Streets Erie & Depeyster, per G. Roberts 8/17/12 memo

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: David Coffee
Gene Roberts
Dave Ruller

FROM: Jim Bowling

DATE: August 22, 2012

RE: 2012 Appropriation Reduction Request

The following project appropriations can be reduced in accordance with the proposed 2012 Capital Plan. The projects are in various stages of completion and are still critical infrastructure needs in the City. If there are any questions on the following reduction requests, please let me know.

Summit Street Traffic Signal Coordination - The Summit Street Project has completed the preliminary engineering phase of the project. We are currently negotiating the detailed design phase contract. We plan on having the design firm under contract in September, 2012. However, due to delays only a portion of the detailed design phase will be awarded at this time and we are able to reduce the amount of appropriations the following amount:

Original CIP Year	Fund	Appropriation Reduction	Comment
2012	301 – Capital	\$545,000	\$436,000 Fed. Funded \$54,500 KSU Funded \$54,500 City Funded

As noted above, the \$545,000 reduction in appropriations also includes a reduction of \$490,500 in expected payments from grant sources. Therefore, the net reduction in City costs is \$54,500.

Area Q – Phase 5 Irma/Diedrich – This project is still on hold due to higher priority projects requiring completion. We anticipate the project to re-start in early 2013. Therefore, we are able to reduce the amount of appropriations the following amount:

Original CIP Year	Fund	Re-Appropriation Request	Comment
2009	208 – Storm Water	\$1,051,000	\$545,000 OPWC Grant \$100,000 OPWC Loan \$50,000 Stow

As noted above, the \$1,051,000 reduction in appropriations also includes a reduction of \$695,000 in expected payments from other sources. Therefore, the net reduction in City costs is \$356,000.

C: Brian Huff
Jon Giaquinto
Rhonda Boyd
File

**City of Kent
Income Tax Division**

July 31, 2012

Income Tax Receipts Comparisons - RESTATED - (NET of Refunds)

Monthly Receipts

Total receipts for the month of July, 2012	\$961,433
Total receipts for the month of July, 2011	\$848,105
Total receipts for the month of July, 2010	\$828,960

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 July 31, 2012	\$6,840,415	62.76%
Total receipts January 1 through July 31, 2011	\$6,395,429	59.70%
Total receipts January 1 through July 31, 2010	\$6,078,788	58.15%

Year-to-date Receipts Through July 31, 2012 - 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>
2012	\$ 10,900,000	\$ 10,900,000	\$6,840,415	62.76%	37.24%

Comparisons of Total Annual Receipts for Previous Six Years

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change From Prior Year</u>
2006	\$ 10,151,202	-0.36%
2007	\$ 10,540,992	3.84%
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%
2011	\$ 10,711,766	2.48%

Submitted by



Director of Budget and Finance

2012 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
as of Month Ended July 31, 2012

Monthly Receipts				Comparisons	
Month	2010	2011	2012	Amount	Percent Change
January	\$ 952,296	\$ 1,026,357	\$ 1,085,253	\$ 58,896	5.74%
February	785,233	788,986	806,227	17,241	2.19%
March	809,613	823,680	860,826	37,146	4.51%
April	1,026,687	1,057,137	1,239,488	182,351	17.25%
May	877,364	1,006,438	972,050	(34,388)	-3.42%
June	798,635	844,726	915,138	70,412	8.34%
July	828,960	848,105	961,433	113,328	13.36%
August	865,224	873,559			
September	762,176	825,343			
October	961,274	939,121			
November	880,655	843,533			
December	904,915	834,781			
Totals	\$ 10,453,032	\$ 10,711,766	\$ 6,840,415		

Year-to-Date Receipts				Comparisons	
Month	2010	2011	2012	Amount	Percent Change
January	\$ 952,296	\$ 1,026,357	\$ 1,085,253	\$ 58,896	5.74%
February	1,737,529	1,815,343	1,891,480	76,137	4.19%
March	2,547,142	2,639,023	2,752,306	113,284	4.29%
April	3,573,829	3,696,160	3,991,794	295,635	8.00%
May	4,451,193	4,702,598	4,963,844	261,246	5.56%
June	5,249,828	5,547,324	5,878,982	331,658	5.98%
July	6,078,788	6,395,429	6,840,415	444,986	6.96%
August	6,944,012	7,268,988			
September	7,706,188	8,094,331			
October	8,667,462	9,033,453			
November	9,548,117	9,876,985			
December	10,453,032	10,711,766			
Totals	\$ 10,453,032	\$ 10,711,766			

2012 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
as of Month Ended July 31, 2012

Monthly Receipts				Comparisons	
Month	2010	2011	2012	Amount	Percent Change
January	\$ 422,779	\$ 406,862	\$ 403,606	\$ (3,256)	-0.80%
February	328,502	336,710	335,895	(815)	-0.24%
March	349,936	362,390	360,114	(2,276)	-0.63%
April	350,591	357,231	362,957	5,727	1.60%
May	348,819	354,925	360,026	5,101	1.44%
June	345,261	349,038	362,330	13,293	3.81%
July	334,650	337,910	379,316	41,406	12.25%
August	381,241	370,933			
September	291,775	298,038			
October	370,956	352,815			
November	370,551	358,685			
December	372,404	360,837			
Totals	\$ 4,267,465	\$ 4,246,372	\$ 2,564,245		

Year-to-Date Receipts				Comparisons	
Month	2010	2011	2012	Amount	Percent Change
January	\$ 422,779	\$ 406,862	\$ 403,606	\$ (3,256)	-0.80%
February	751,281	743,572	739,501	(4,071)	-0.55%
March	1,101,217	1,105,962	1,099,615	(6,347)	-0.57%
April	1,451,808	1,463,193	1,462,573	(620)	-0.04%
May	1,800,627	1,818,117	1,822,598	4,481	0.25%
June	2,145,888	2,167,155	2,184,929	17,774	0.82%
July	2,480,538	2,505,065	2,564,245	59,180	2.36%
August	2,861,779	2,875,997			
September	3,153,554	3,174,035			
October	3,524,510	3,526,851			
November	3,895,061	3,885,535			
December	4,267,465	4,246,372			
Totals	\$ 4,267,465	\$ 4,246,372			

2012 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
as of Month Ended July 31, 2012

Comparisons of Total Annual Receipts for Previous Six Years

Year	Total Receipts	Percent Change
2006	\$ 3,542,080	2.59%
2007	\$ 3,707,931	4.68%
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%

**KENT CITY PLANNING COMMISSION
BUSINESS MEETING
SEPTEMBER 4, 2012**

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

A G E N D A

I. CALL TO ORDER

II. ROLL CALL

III. READING OF PREAMBLE

IV. ADMINISTRATION OF OATH

V. MEETING MINUTES JULY 17, 2012

VI. CORRESPONDENCE

VII. OLD BUSINESS

VII. NEW BUSINESS

**A. PC12-021 KENT WELLS-SHERMAN HOUSE, INC
 247 N. Water Street
 Site Plan Review**

The applicant is requesting Site Plan Review and Approval in order to relocate a house to this vacant parcel to be utilized as office space, meeting space and museum space. The subject property is zoned C-D: Commercial Downtown District.

- 1) Public Hearing**
- 2) Planning Commission Discussion/Action**

IX. OTHER BUSINESS

Discussion of additional requirement for application submission to Planning Commission.

X. ADJOURNMENT



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: August 28, 2012
TO: Kent City Planning Commission
FROM: Jennifer Barone, PE, Development Engineer
RE: Staff Report for the September 4, 2012 Planning Commission Meeting

The following items appear on the agenda for the September 4, 2012 Planning Commission meeting:

NEW BUSINESS:

CASE NO: PC12-021

APPLICANT: Kent Wells - Sherman House, Inc.

SITE LOCATION: 247 North Water Street

STATUS OF APPLICANT: The applicant has a purchase agreement.

REQUESTED ACTION: Site Plan Review & Approval to relocate a house to this vacant parcel to be utilized as office space, meeting space and museum space.

ZONING: C-D: Commercial-Downtown District

TRAFFIC: The parcel is accessed from North Water Street.

SURROUNDING LAND USES: The property is surrounded by commercial uses on the north, south and west and residential on the east.

APPLICABLE CODE SECTIONS: Chapters 1113 and 1146 of the Kent Codified Ordinances.

ANALYSIS:

This project was considered by the Planning Commission on July 17, 2012 and was not approved. The applicant has returned with a revised site plan. The major revision is that that structure has been moved from 15' off of the front property line to 16" from the front property line. Another modification is that the free standing sign has been removed. Most other elements have remained the same and much of the following is repeated from the July 17, 2012 staff report.

PROJECT DESCRIPTION:

During demolition for the Esplanade project, it was discovered that one of the houses to be razed may have historical significance to the City of Kent. A non-profit organization, Transportage, is looking to have the house relocated and restored. Rick Hawksley presented the conceptual plan for this project at the June 5, 2012 meeting. He is now coming before the Planning Commission for site plan approval.

The proposed uses are permitted in the Commercial-Downtown zoning district.

UTILITIES:

Utility are available for connection.

STORMWATER:

The proposed stormwater management system consists of a rain garden and possibly a cistern. There is no storm sewer along this section of North Water Street. The closest storm sewer is located on Portage Street. Kent Codified Ordinances do allow for alternative drainage systems as proposed.

SIGNAGE:

A variance from the Board of Zoning Appeals (BZA) was obtained for a free standing sign.

LIGHTING/LANDSCAPING/DUMPSTER:

Exterior lighting will be provided, but the type has not been determined. Landscaping consists of a lawn/garden area in the rear of the building and rolling trash cans will be provided in an enclosed area.

ARCHITECTURAL ADVISORY BOARD:

The Architectural Review Board reviewed the revised plan on August 21, 2012 and issued a Certificate of Appropriateness with a recommendation that the structure be located 12' - 15' from the front property line to have a street presence and adhere to historic placement.

VARIANCES:

Several variances were obtained from the Board of Zoning Appeals at the July 16, 2012 BZA meeting:

1. A variance from Section 1146.03(c) for relief from the requirement to maintain a continual commercial frontage, new construction shall occupy a minimum of 70% of the street frontage on the lot on which the proposed building will be situated.
2. A variance from Section 1146.04(a) to allow a setback from the front building line of a parcel shall be permitted except to allow for a pedestrian use area or for variations in the entry features.
3. A variance from Section 1165.05 (d)(2)E to allow a permanent freestanding sign. Free standing signs are not permitted in the C-D or N-C Districts.

RECOMMENDATION:

Staff recommends approval.

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

I move that in Case PC12-021, the Planning Commission approve the Site Plan to relocate a house currently located at 250 East Erie Street to the vacant parcel at 247 North Water Street to be utilized as office space, meeting space and museum space subject to the following conditions.

1. Technical plan review.
2. Placing the structure 12' - 15' from the front property line.

List of Enclosures for this Project:

1. Plan dated August 2, 2012
2. Aerial topo, Aerial photo and Zoning Map.

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

**KENT POLICE DEPARTMENT
JUNE 2012**

	JUNE 2011	JUNE 2012	TOTAL 2011	TOTAL 2012
CALLS FOR SERVICE	1450	1629	9862	10303
FIRE CALLS	295	307	1941	2078
ARRESTS, TOTAL	147	165	950	1192
JUVENILE ARRESTS	12	18	101	93
O.V.I. ARRESTS	15	26	111	157
TRAFFIC CITATIONS	160	258	1550	1996
PARKING TICKETS	121	119	1336	1366
ACCIDENT REPORTS	49	52	426	374
Property Damage	28	31	275	232
Injury	12	8	55	55
Private Property	4	12	72	72
Hit-Skip	5	1	24	15
OVI Related	1	2	13	17
Pedestrians	0	1	2	8
Fatals	0	0	0	1
U.C.R. STATISTICS				
Homicide	1	1	1	1
Rape	3	0	5	2
Robbery	2	3	6	12
Assault Total	17	17	101	151
Serious	3	2	12	27
Simple	14	15	89	124
Burglary	12	12	61	66
Larceny	37	29	208	195
Auto Theft	2	0	12	7
Arson	0	2	2	4
TOTAL	74	64	396	438
CRIME CLEARANCES				
Homicide	1	1	1	1
Rape	0	0	1	2
Robbery	0	2	2	3
Assault Total	12	15	80	114
Serious	1	1	10	15
Simple	11	14	70	99
Burglary	2	1	8	12
Larceny	4	4	27	34
Auto Theft	1	0	3	2
Arson	0	2	1	2
TOTAL	20	25	123	170

M. DeW
2/25/12

**KENT POLICE DEPARTMENT
JULY 2012**

	JULY 2011	JULY 2012	TOTAL 2011	TOTAL 2012
CALLS FOR SERVICE	1915	1626	11421	11929
FIRE CALLS	345	323	2272	2401
ARRESTS, TOTAL	196	189	1098	1381
JUVENILE ARRESTS	19	16	119	109
O.V.I. ARRESTS	31	25	127	182
TRAFFIC CITATIONS	288	227	1700	2223
PARKING TICKETS	110	153	1476	1519
ACCIDENT REPORTS				
ACCIDENT REPORTS	45	54	465	428
Property Damage	17	38	292	270
Injury	10	5	60	60
Private Property	15	7	85	79
Hit-Skip	3	4	28	19
OVI Related	2	1	13	18
Pedestrians	0	0	2	8
Fatals	0	0	0	1
U.C.R. STATISTICS				
Homicide	0	0	2	1
Rape	0	1	5	3
Robbery	0	0	8	12
Assault Total	16	17	117	168
Serious	3	2	13	29
Simple	13	15	104	139
Burglary	22	16	70	82
Larceny	38	39	243	234
Auto Theft	2	1	14	8
Arson	8	2	7	6
TOTAL	86	76	466	514
CRIME CLEARANCES				
Homicide	0	0	2	1
Rape	0	0	1	2
Robbery	0	0	4	3
Assault Total	10	14	94	128
Serious	1	2	10	17
Simple	9	12	84	111
Burglary	1	2	10	14
Larceny	6	5	33	39
Auto Theft	0	0	3	2
Arson	0	0	1	0
TOTAL	17	21	148	189

M. Lee
8/10/12

**CITY OF KENT
ARCHITECTURAL REVIEW BOARD
SEPTEMBER 4, 2012**

**COMMUNITY DEVELOPMENT DEPARTMENT
CONFERENCE ROOM
930 OVERHOLT ROAD
4:00 P.M.**

A G E N D A

I. CALL TO ORDER

II. ROLL CALL

III. ADMINISTRATION OF OATH

IV. PROJECT REVIEW

**A. ARB12-020 THE LIGHT / LARRY NOEL
156 NORTH WATER STREET**

The applicant is requesting review of new building signage.

- 1) Discussion**
- 2) Recommendation/Action – Certificate of Appropriateness**

**B. ARB12-021 DUNKIN' DONUTS
525 EAST MAIN STREET**

The applicant is requesting review of the revised site plan for the new Dunkin' Donuts building.

- 1) Discussion**
- 2) Recommendation to the Planning Commission**

**C. ARB12-022 BAKED IN THE VILLAGE / ANDREA BERRY
123 NORTH WATER STREET**

The applicant is requesting review of new building signage.

- 1) Discussion**
- 2) Recommendation/Action – Certificate of Appropriateness**

**D. ARB12-023 HOMETOWN BANK
136 NORTH WATER STREET**

The applicant is requesting review of new building signage.

- 1) **Discussion**
- 2) **Recommendation/Action – Certificate of Appropriateness**

V. MINUTES SUMMARY **August 21, 2012**

VI. OTHER BUSINESS

VII. ADJOURNMENT