




CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: October 27, 2010

To: David Ruller, City Manager

From:  Dan Smith, Economic Development Director

Subject: LDA with the Pizzuti Builders, LLC

Per all of our negotiations with our public and private partners in working to create the required legal framework and documents for our downtown revitalization projects, I am pleased to request time at the November 3 Council Committee meeting to present our fully negotiated Land Development Agreement (LDA) with Pizzuti Builders, LLC and seek approval. Like the Fairmount LDA, many months of planning and negotiations have gone into the creation of the principals, concepts and obligations that each party commit to undertake as part of the downtown project and legally binding documents.

This is the final LDA requiring approval for the downtown revitalization block. Due to the fact that the City does not own the land where the hotel conference center will be built by Pizzuti Builders, LLC (Kent State University and The Pizzuti Companies), it is less cumbersome than the agreements that we have signed with Fairmount Properties. It does, however, spell out the terms for public improvements as well as the Payments in Lieu of Taxes (TIF) with respect to the project and property.

Summary terms of the LDA & Lease include:

The Portage Area Regional Transit Authority ("PARTA") has commenced the construction of the multi-modal parking deck facility.

Either the commencement of, or the execution of contracts for, the construction of the remaining Public Improvements or evidence satisfactory to the Redeveloper that the construction of those remaining Public Improvements will occur in a manner, that (A) provides for the completion of the Public Improvements simultaneously with or prior to the completion of the construction of the Private Improvements, and (B) permits the construction of the Private Improvements in an orderly and timely manner.

Completion of the City's final reviews of, and receipt of all City's approvals necessary for, the Redeveloper's Project Plans.

The Redeveloper, at its cost, shall have completed its Inspections (as hereinafter defined) and is reasonably satisfied that the Property's soil and subsurface conditions are adequate to support the Private Improvements.

The Redeveloper has obtained all necessary commitments to finance the Private Improvements.

The Redeveloper has entered into a franchise agreement with a nationally recognized hotel chain for the Private Improvements. **(Complete document attached)**

I respectfully request time at the November 3rd Committee meeting to recommend passage of the LDA that have been fully negotiated with The Pizzuti Companies, Kent State University, our City consultants and negotiating team.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2010, by and between the CITY OF KENT, OHIO, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio and a duly adopted Charter (hereinafter referred to as the "City"), and PIZZUTI BUILDERS, LLC, an Ohio limited liability company (hereinafter referred to as the "Redeveloper").

WITNESSETH:

WHEREAS, the City has undertaken a program for the acquisition and clearance of blighted and deteriorated areas in the City, and in this connection is engaged in carrying out the Downtown Urban Renewal Plan dated January 2001 (the "Urban Renewal Plan"); and

WHEREAS, the Redeveloper intends to develop the property described on **Exhibit A** hereto (the "Property") currently owned by Kent State University Foundation, Inc. (the "Owner") located in and adjacent to the Urban Renewal Plan area by constructing an approximately 91,000 square foot hotel and conference center (such improvements hereinafter referred to as the "Private Improvements"), all as more specifically described on **Exhibit B** hereto; and

WHEREAS, the City believes that the redevelopment of the Property with the Private Improvements pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and are necessary to eliminate blighted conditions and prevent the recurrence thereof, to provide for the productive development and reuse of property, to provide for the creation of jobs and employment opportunities, and to improve the economic and general welfare of the people of the City; and

WHEREAS, the City has determined that it is necessary and in its best interest to provide for the making of service payments in lieu of taxes by the Owner and any successors in interest with respect to the Property (the "Service Payments") pursuant to and in accordance with Ohio Revised Code Sections 5709.40 (in particular, Section 5709.40(B)), 5709.42 and 5709.43 (the "Act"); and the City has passed Ordinance No. 2010-50 pursuant to the Act (the "TIF Ordinance") declaring up to 100% of the increase in assessed value of certain property, including the Property and any individual parcels thereof, that will result from the improvement of that property to be a public purpose and exempt from real property taxation until the date on which the Improvements, as defined in Revised Code Section 5709.40, have been exempted for a period of up to 30 years; and

WHEREAS, to enhance the flow of vehicular and pedestrian traffic in the City's Downtown area and to improve public utility services to the area, the City has agreed to construct certain public improvements described on **Exhibit C** hereto (the "Public Improvements"), and intends to issue notes or bonds of the City to fund those Public Improvements, the debt service on which is expected to be paid from Service Payments (the "City Bonds"); and

WHEREAS, the construction and use of the Private Improvements is dependent upon the provision of the Public Improvements;

NOW THEREFORE, in consideration of the premises and covenants contained herein, the City and the Redeveloper agree as follows:

Section 1. Redevelopment of the Property.

(a) The Redeveloper agrees to redevelop the Property by constructing the Private Improvements thereon consistent with the City's Downtown Design Guidelines and all federal, state and local laws and regulations and building permits. The Private Improvements are currently estimated to exceed \$10,000,000, including only labor and material costs.

The Redeveloper shall commence the Private Improvements within 90 days following the signing of this Agreement by the City and the Redeveloper and occurrence of the last of the following events (the "Commencement Date"):

(i) The Portage Area Regional Transit Authority ("PARTA") has commenced the construction of the multi-modal parking deck facility described in **Exhibit C**.

(ii) Either the commencement of, or the execution of contracts for, the construction of the remaining Public Improvements described in **Exhibit C**, or evidence satisfactory to the Redeveloper that the construction of those remaining Public Improvements will occur in a manner, that (A) provides for the completion of the Public Improvements simultaneously with or prior to the completion of the construction of the Private Improvements, and (B) permits the construction of the Private Improvements in an orderly and timely manner.

(iii) Completion of the City's final reviews of, and receipt of all City's approvals necessary for, the Redeveloper's Project Plans as provided and defined in Section 2.

(iv) The Redeveloper, at its cost, shall have completed its inspections (as hereinafter defined) and is reasonably satisfied that the Property's soil and subsurface conditions are adequate to support the Private Improvements.

(v) The Redeveloper has obtained all necessary commitments to finance the Private Improvements as provided in Section 1(c).

(vi) The Redeveloper has entered into a franchise agreement with a nationally recognized hotel chain for the Private Improvements.

All of the redevelopment on the Property shall be made in accordance with the Redeveloper's approved Project Plans.

The City and the Redeveloper each shall proceed in good faith and diligently, and in cooperation with the other, to carry out its activities necessary to meet the conditions of the Commencement Date.

The Redeveloper shall give notice to the City within 10 days of the occurrence of the Commencement Date. If the Commencement Date has not occurred by the one-year anniversary of the execution of this Agreement by both the City and the Redeveloper, this Agreement shall terminate, unless that date is further extended in writing by the City and the Redeveloper. Any such extension must be approved by City Council. If this Agreement terminates because the Commencement Date has not occurred within the permitted period, neither the City nor the Redeveloper shall be deemed to have defaulted hereunder and the sole remedy of the City and the Redeveloper is the termination of this Agreement.

(b) The Redeveloper shall have one hundred twenty (120) days from the date of this Agreement (the "Inspection Period") to conduct such tests, inspections and examinations of the Property (the "Inspections") as the Redeveloper deems reasonably necessary.

If the Redeveloper, in its good faith reasonable discretion, determines within the Inspection Period that the results of the Inspections of the Property will not permit the Property to be reasonably utilized for the Private Improvement or if the results are not satisfactory to any entity providing financing to the Redeveloper, then the Redeveloper shall so advise the City in writing prior to the expiration of the Inspection Period and this Agreement shall terminate.

(c) Upon signing this Agreement, the Redeveloper will diligently pursue commitments for financing the Private Improvements. Upon request from the City, the Redeveloper shall submit to the City evidence of any commitment necessary for financing (together with any entity required as part of the financing) necessary for construction of the Private Improvements.

(d) Construction of the Private Improvements, once commenced, shall be diligently pursued and shall be completed (determined by a certificate of occupancy) by the later of (i) 18 months following the commencement of the construction of the Private Improvements or (ii) 60 days following the completion and initial use of the multi-modal parking facility described in Exhibit C.

Section 2. Redeveloper's Project Plans.

The Redeveloper shall prepare and submit to the City for review and approval within 180 days following the signing of this Agreement by both the City and the Redeveloper, the Redeveloper's final site plans and exterior renderings and any design guidelines for review by the Planning Commission and any other City board or commission (which may be supplemented by written materials or a scale model) with respect to the Private Improvements to be made by the Redeveloper on the Property (which final plans, drawings, design guidelines and other materials are hereinafter referred to as the "Project Plans"). The Project Plans shall contain sufficient detail to show that the Private Improvements will be in accordance with this Agreement and the City's Downtown Design Guidelines and to show the areas for public access and public utilities and connections. The City shall promptly notify the Redeveloper of its approval or disapproval of the Project Plans in writing. If the City disapproves the Project Plans in whole or in part, it shall use good faith efforts to so notify the Redeveloper in writing, setting forth in detail its reasons for such disapproval, within 120 days after the date of the initial receipt of the Project Plans by the City.

The provisions of this Section shall likewise apply to the submission of corrected or revised Project Plans to the City for review and approval.

If the Redeveloper desires to make any material change in the content of the Project Plans either before or after their approval by the City, the Redeveloper shall submit the proposed change to the City for its review and approval. The City shall use good faith efforts so that any disapproval of such change shall be made in writing (setting forth details) to the Redeveloper within 120 days of original receipt.

No permits shall be issued for commencement of construction prior to the aforesaid approval of the Project Plans. Any review or approval by the City is not to be construed as a review or approval of architectural or structural soundness, nor of the means and methods of construction. No approval given by the City shall relieve the Redeveloper from its obligation to comply with all applicable federal, state and local laws and regulations in connection with the construction of the Private Improvements, and including without limitation compliance with the City's usual requirements for preparation and submission of applications for building permits together with necessary construction plans therefor.

Section 3. Public Improvements.

Upon (i) receipt by the City of the occurrence of the Commencement Date from the Redeveloper, (ii) receipt by the City of evidence satisfactory that the occurrence of the events necessary for the Commencement Date to occur, and (iii) the City's obtaining all necessary commitments to finance the Public Improvements, the City agrees to proceed in good faith and diligently to construct the Public Improvements simultaneously with or prior to the completion of the construction of the Private Improvements, and will construct the Public Improvements in a manner that permits the timely construction of the Private Improvements.

Section 4. Payments in Lieu of Taxes With Respect to the Property.

(a) For the period that all or part of the "Improvements" with respect to the Property ("Improvements" shall have the meaning in this Section as defined in Ohio Revised Code Section 5709.40) are exempt from real property taxation (sometimes herein the "Exemption Period") pursuant to the Act, and pursuant to the TIF Ordinance and any additional ordinances amending or supplementing the TIF Ordinance heretofore or hereafter adopted relating to the Property, upon the acquisition of the Property, the Redeveloper for itself, the Owner and any successors in interest to the Property, or any part thereof or interest therein, hereby agrees to make Service Payments with respect to the exempted portion of the Improvements pursuant to and in accordance with the requirements of the Act, and pursuant to the TIF Ordinance and any amendments or supplements thereto. Such Service Payments shall be made semiannually to the Portage County Treasurer (or to his designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable for the Improvements. Each semiannual Service Payment shall be in the same amount as the real property taxes that would have been charged and payable against the exempted portion of the Improvements had an exemption from taxation not been granted. Any late Service Payments shall bear interest and shall be subject to penalties at the same rate and in the same amount and payable at the same time as delinquent taxes.

(b) The Redeveloper shall prepare and file, in cooperation with the City and the Owner (and its successors in interest), all necessary applications and supporting documents required of them to obtain the exemption from real property taxation for the Improvements authorized by the Act and the TIF Ordinance as soon as possible following execution of this Agreement to enable Portage County to collect Service Payments thereunder and disburse such payments to the City. The Redeveloper further agrees to timely pay, or to cause the Owner (and its successors in interest) to timely pay, all property taxes and assessments on the Property necessary to permit the County Auditor to submit the exemption application for approval by the State Department of Taxation. The Redeveloper shall further prepare and file, or cause the Owner (and its successors in interest in the Property) to prepare and file, the notice with the County Recorder described in Revised Code Section 5709.911(C) promptly upon approval by the Tax Commissioner of any exemption related to the TIF Ordinance.

(c) Upon the Redeveloper's acquisition of the Property, the obligations of the Redeveloper (and its successors in interest) to make the aforesaid Service Payments shall be absolute and unconditional, and shall not be terminated for any cause, and the Redeveloper agrees that there shall be no right to suspend or set off such Service Payments for any cause, including without limitation failure to complete the Private Improvements under this Agreement, any acts or circumstances that may constitute failure of consideration, destruction of or damage to those Private Improvements, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or by or under authority of the State, or any failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

(d) It is intended and agreed, and shall be provided in a Declaration of Restrictions to be filed by the Owner (or its successors in interest) within 60 days following the Commencement Date by the City and the Owner, in the form attached as **Exhibit D** hereto (the "Declaration of Restrictions") that the covenants provided for in this Section shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, against the Owner and its successors in interest, to all of the Property or any part thereof or interest therein, including, without limitation, any grantee in a conveyance of Property or any part thereof through judicial process, whether or not this Agreement remains in effect or whether or not such provision is included by the Owner in any succeeding deed by the Owner to its successors in interest to the Property. It is further intended and agreed that these agreements and covenants to make Service Payments shall remain in effect for the full period of exemption permitted in accordance with the requirements of the Act and the City's TIF Ordinance and any other ordinances enacted pursuant thereto.

(e) Consistent with Revised Code Section 5709.91, the Owner's covenant to pay Service Payments shall have the same lien priority as property taxes.

(f) The Redeveloper acknowledges and agrees that with the City's reasonable cooperation, as necessary, it shall take, and shall cause the Owner to take, all actions permitted under Section 5709.87 of the Ohio Revised Code, as amended from time to time, to ensure that a VAP property tax exemption is not imposed on any of the Property. The Redeveloper agrees for itself and the Owner that neither shall apply for any other exemption from real property taxation for the Private

Improvements that would reduce the amount of the Service Payments otherwise payable to the City, including any application under the City's Community Reinvestment Area tax abatement program.

Section 5. Assignment of Agreement.

This Agreement may only be assigned or transferred by the Redeveloper without the consent of the City to any entity that the sole members of are the Redeveloper and Kent State University, or Kent State University Foundation, Inc, or a related entity of either of the foregoing.

Section 6. Remedies.

(a) General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either the City or the Redeveloper, or any successor to either, the City or the Redeveloper (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

(b) Force Majeure. Neither the City nor the Redeveloper shall be considered in default in its obligations to be performed hereunder, other than for the payment of money, if delay in the performance of such obligations is due to causes beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the federal or State government, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, or other events beyond the reasonable control of a party and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within 30 days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other party in writing of the duration of the delay.

Section 7. Nondiscrimination.

The Redeveloper agrees on behalf of itself, its successors and assigns, not to discriminate against any person or group of persons on account of race, creed, color, sex, national origin or ancestry in the construction of the Private Improvements or in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor will the Redeveloper or any person claiming under or through the Redeveloper establish or knowingly permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, or vendees in the Property.

Section 8. Conflict of Interest; City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

Section 9. Notice.

(a) A notice, demand, or other communication under this Agreement by either the City or the Redeveloper to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (i) in the case of the Redeveloper is addressed to or delivered personally to the Redeveloper at:

Pizzuti Builders, LLC
Two Miranova Place, Suite 800
Columbus, Ohio 43215
Attention: General Counsel

- (ii) in the case of the City, is addressed to or delivered personally to the City at:

City Manager
Municipal Building
325 S. Depeyster Street
Kent, Ohio 44240

with a copy to the Law Director, at the same address.

or at such other address with respect to either the City or the Redeveloper may from time to time, designate in writing and forward to the other as provided in this Section.

Section 10. Counterparts.

This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City of Kent, Ohio and Pizzuti Builders, LLC have each caused this Agreement to be duly executed in its behalf, on or as of the day and year first above written.

CITY OF KENT, OHIO

Approved as to form
and correctness

By _____
City Manager

Law Director

PIZZUTI BUILDERS, LLC

By _____
Title:

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

Before me a Notary Public in and for said County and State, personally appeared David Ruller, the City Manager for the City of Kent, Ohio, who acknowledged that he signed the foregoing instrument as the fully authorized officer of said City of Kent, Ohio, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed, respectively, as such officer and individually.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2010.

NOTARY PUBLIC

(SEAL)

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me a Notary Public in and for said County and State, personally appeared _____, the _____ of _____, the _____ of Pizzuti Builders, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of such company as the free act and deed of himself and of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2010.

NOTARY PUBLIC

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

The undersigned, fiscal officer of the City of Kent, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2010 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____, 2010

Director of Budget and Finance
City of Kent, Ohio

EXHIBIT A

DESCRIPTION OF THE PROPERTY

[To be provided]

EXHIBIT B

PRIVATE IMPROVEMENTS

The Private Improvements consists of an approximately 87,000 square foot hotel and conference center, including at least 100 guest rooms, a swimming pool, a fitness center, a business center, lounge and great room, dividable conference space with banquet seating for 300, additional meeting rooms, and a kitchen. The Redeveloper's Project Plans shall be designed to comply to the extent financially feasible, as determined by the Redeveloper, with the Leadership in Energy and Environmental Design (LEED) silver standard, although the Redeveloper is not required to apply for LEED certification.

EXHIBIT C

PUBLIC IMPROVEMENTS

The Public Improvements consist of (i) the construction of improvements to Erie Street from State Route 59 to Water Street, (ii) the construction of improvements to Depeyster Street from State Route 59 to Main Street , and (iii) the construction of two floors of public property on top of a multi-modal parking deck facility to be constructed by the Portage Area Regional Transit Authority (PARTA) providing approximately 250 public parking spaces to permit the operation of the Private Improvement.

EXHIBIT D

DECLARATION OF RESTRICTIONS

Tax Increment Financing

This Declaration of Restrictions (the "Declaration") which is to be effective as of _____, _____, is entered into by _____, a _____ ("Owner") having a mailing address of _____, _____, Ohio _____; Attention: _____, under the circumstances summarized in the following recitals.

WITNESSETH:

WHEREAS, the Owner has acquired the parcels described on **Attachment I** attached hereto located in the City of Kent, Ohio (the "Property"); and

WHEREAS, the Owner intends cause the development of a portion of the Property by construction of a hotel and conference center; and

WHEREAS, the Owner desires that certain public infrastructure improvements described in the TIF Ordinance referred to below (the "Public Improvements") be constructed and installed by the City, and agrees that the Public Improvements will directly benefit the Property; and

WHEREAS, the City has determined that it is necessary and in the best interests of the City to provide for the making of service payments in lieu of taxes by the Owner and any successors in interest with respect to the Property, pursuant to and in accordance with Ohio Revised Code Sections 5709.40 (in particular, Section 5709.40(B)), 5709.42 and 5709.43 (the "Act"); and the City has passed its Ordinance No. 2010-50 on August 18, 2010 pursuant to the Act (the "TIF Ordinance"), and declared that 100% of the increase in assessed value of the Property and any individual parcels thereof that will result from the improvement of the Property is a public purpose and will be exempt from real property taxation commencing in tax year 2013, and ending on the earlier of the date on which the "Improvements" as defined in O.R.C. Section 5709.40 have been exempted for 30 years or on the date on which the City has paid all costs of, and all principal of and all interest on all financing for, the Public Improvements, which are to be paid from money deposited in the Municipal Public Improvement Tax Increment Equivalent Fund (the "Fund") established pursuant to the TIF Ordinance; and

WHEREAS, to implement the City's TIF Ordinance and the Act, the City and Pizzuti Builders, LLC entered into a Development Agreement dated as of _____, 2010 (the "Agreement"), which Agreement includes the agreement that the Owner shall covenant to make semiannual service payments in lieu of taxes with respect to the Property pursuant to the TIF Ordinance and the Act, and to execute, file and record this Declaration with respect to the Property.

NOW, THEREFORE, pursuant to the Agreement, the Owner, as owner of the Property, hereby declares and agrees for itself and any of its successors, and for every successor in interest to the Property, or any individual parcel thereof or interest therein, as follows:

1. For the period that all or part of the "Improvements" with respect to the Property ("Improvements" shall have the meaning as defined in Ohio Revised Code Section 5709.40) are exempt from real property taxation (the "Exemption Period") pursuant to the Act and the TIF Ordinance and any amendments or supplements thereto heretofore or hereafter adopted relating to the Property, the Owner, for itself and any successors in interest to the Property, or any part thereof or interest therein, hereby agrees to make semiannual service payments in lieu of taxes (the "Service Payments") with respect to the exempted portion of the Improvements pursuant to and in accordance with the requirements of the Act, and pursuant to the TIF Ordinance and any amendments or supplements thereto. Such Service Payments shall be made semiannually to the Portage County Treasurer (or to his designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable for the Improvements.

2. Each semiannual Service Payment shall be in the same amount as the real property taxes that would have been charged and payable against the Improvements had an exemption from taxation not been granted. The Owner agrees that any late Service Payments shall bear interest and shall be subject to penalties at the same rate and in the same amount and payable at the same time as delinquent taxes.

3. The Owner shall prepare and file, in cooperation with the City, all necessary applications and supporting documents required of them to obtain the exemption from real property taxation for the Improvements authorized by the Act and the TIF Ordinance as soon as possible following execution of the Contract to enable Portage County to collect Service Payments thereunder and disburse such payments to the City. The Owner further agrees to timely pay all property taxes and assessments on the Property necessary to permit the County Auditor to submit the exemption application for approval by the State Department of Taxation. The Owner shall further prepare and file the notice with the County Recorder described in Revised Code Section 5709.911(C) promptly upon approval by the Tax Commissioner of any exemption related to the TIF Ordinance. The Owner hereby authorizes the City, at the City's discretion, to prepare and file such required exemption applications.

4. The obligations of the Owner (and its successors in interest) to make the aforesaid Service Payments shall be absolute and unconditional, and shall not be terminated for any cause, and the Owner agrees that there shall be no right to suspend or set off such Service Payments for any cause, including without limitation failure to complete the Private Improvements under the Agreement, any acts or circumstances that may constitute failure of consideration, destruction of or damage to those Private Improvements, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or by or under authority of the State, or any failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Agreement.

5. It is intended and agreed that the covenants provided in this Declaration shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by, the City, against the Owner and its successors in interest, to all of the Property or any part hereof or interest therein, including, without limitation, any grantee in a conveyance of the Property or any part thereof through judicial process, whether or not the Agreement remains in effect or whether or not such provision is included by the Owner in any succeeding deed by the Owner to its successors in interest to the Property. It is further intended and agreed that these agreements and covenants shall remain in effect for the full period of exemption permitted in accordance with the requirements of the Act and the City's TIF Ordinance and any other ordinances enacted pursuant thereto.

Consistent with Revised Code Section 5709.91, the covenant to pay Service Payments shall have the same lien priority as taxes.

6. The Owner acknowledges and agrees that with the City's reasonable cooperation, as necessary, it shall take all actions permitted under Section 5709.57 of the Ohio Revised Code, as amended from time to time, to ensure that a property tax exemption under the State's Voluntary Action Program under Ohio Revised Code Chapter 3746 is not imposed on any of the Property.

7. This Declaration shall terminate upon the expiration of the Exemption Period referred to in Section 1 hereof or as of the date that the full payment of all Service Payments payable with respect to such Exemption Period are made. This Declaration will terminate no later than December 31, 2045.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be executed and delivered by its duly authorized officers as of the _____ day of _____, ____.

WITNESSES:

By: _____

Title: _____

Printed Name

Printed Name

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this _____ day of _____, _____, before me a Notary Public in and for said County and State, personally appeared _____, the _____ of _____ being a _____ of Pizzuti Builders, LLC, who acknowledged the execution of the foregoing instrument as the duly authorized officer thereof, and that the same is his/her voluntary act and deed as said officer and the voluntary act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, Ohio, on the day and year aforesaid.

[SEAL]

Notary Public

This Instrument Prepared by:

Pamela I. Hanover, Esq.
Squire, Sanders & Dempsey L.L.P.
4900 Key Tower
127 Public Square
Cleveland, Ohio 44114-1304

ATTACHMENT I

THE PROPERTY

[To be provided]



CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: October 29, 2010

To: David Ruller, City Manager

From: Dan Smith, Economic Development Director
(23)

Subject: Semi-annual EDA Revolving Loan Fund Certification

Per the policy revised in 2009 by the Federal Economic Development Administration, our RLF 2 (EDA funded) now requires semi-annual certification that the City is operating the program in accordance to our plan and program guidelines. Given staff guidance and committee review that loan activities are being administered in accordance with RLF/EDA guidelines, the RLF committee voted to approve certification at the October 21, 2010 RLF committee meeting. As before, City Council needs to do the same for us to be in compliance (previous resolution language listed below).

I am respectfully requesting time on the November Committee agenda to seek approval for the semi-annual certification.

A RESOLUTION CERTIFYING THAT THE CITY'S REVOLVING LOAN PLAN IS CONSISTENT WITH AND SUPPORTIVE OF THE AREA'S ECONOMIC DEVELOPMENT ADJUSTMENT STRATEGY AND IS BEING OPERATED IN ACCORDANCE WITH THE POLICIES AND PROCEDURES CONTAINED IN THE REVOLVING LOAN PLAN AND THAT THE LOAN PORTFOLIO MEETS THE STANDARDS CONTAINED WITHIN SAID PLAN AND DECLARING AN EMERGENCY.




CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: October 27, 2010

To: David Ruller, City Manager
Bill Lillich, Safety Director
Chief James Peach

From:  Dan Smith, Economic Development Director

Subject: Parking Action Committee Recommendations to Parking Ordinance

The Parking Action Committee (PAC) has been meeting to evaluate the impacts of our downtown revitalization projects on the parking supply (lots and street) for the Central Business District. In addition, the group is also charged with evaluation of our existing parking regulations and recommendations for management of City owned parking resources. After reviewing current conditions as well as input from downtown business and property owners, the PAC is respectfully recommending two changes to the City' parking ordinances:

- 1) Designate South Decoyser Street, south of Erie Street, as a "B" Parking Area that will allow for 10 hour permits. This request was made to help off set parking spots that were eliminated when work to the development block was initiated. It will also ease parking concerns downtown business have for the winter season.
- 2) Currently there are no provisions for over night parking for downtown residents in our existing parking codes. The PAC explored current conditions and came to the conclusion philosophically that downtown residents add to the vibrancy of the central business district. To that end, the PAC is requesting changes be made to our ordinances to allow "A" permits to accommodate overnight residents to park in the city owned lot between Columbus and Alley 3. This option would require proof of downtown residency.

To accommodate these changes we need to slightly amend sections 353.03 and 354.01 of our parking ordinances. A revised definition for A permits and a provision for overnight parking with regards to the A permit will be required. The PAC considered these changes during the October 5 and 21 meetings and have requested the changes be presented to City Council for review and ratification. I am respectfully requesting time at the November 3 Committee meeting to submit the changes.

Looking forward, the committee feels that it may be beneficial to have a little flexibility in dealing with parking issues during the downtown development period. This is to say that by

exercising timely and judicious changes to parking locations, duration and the period of permissible parking, we may be able to more effectively accommodate some of the critical needs of the downtown neighborhood. This could be done through limited use of the authority of the Safety Director, after the PAC recommends and city staff concurs on a valuable change. The process would be authorized by the following ordinances, and would supersede the standard ordinance amendment process. The City Council would still receive formal notice and would have the opportunity to object or override any changes before changes are implemented.

305.04 POWERS OF PUBLIC SAFETY DIRECTOR.

The Director of Safety is hereby empowered to:

(p) Regulate or prohibit the stopping, standing and parking of vehicles on streets, alleys or public property by erecting signs plainly indicating the prohibitions, restrictions or limitations.

305.08 RESERVATION OF POWER TO COUNCIL.

Notwithstanding the provisions of this chapter, Council may override any decision of the Director of Safety and may assume any of the powers delegated to the Director, by legislation adopted by a vote of a majority of the members duly elected thereto. Upon the adoption of any such legislation, the same may be changed only by amending or repealing legislation adopted by Council.



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

To: Dave Ruller, City Manager
From: David A. Coffee, Director of Budget and Finance
Date: October 29, 2010
Re: Appropriation Amendments, Transfers, and Advances

A handwritten signature in black ink, appearing to read "David Coffee".

The following appropriation amendments are hereby requested:

Fund 001 – General

Transfer \$ 39,500 Law Department / Intra Fund Transfer from Personnel to Other than Personnel
(O&M) per department request for Professional Service expenses

Transfer \$ 5,000 Finance Department / Intra Fund Transfer from Personnel to Other than Personnel
(O&M) per department request for Professional Service expenses

Fund 301 – Capital Projects

Increase \$ 90,000 Capital / Funding for Downtown Redevelopment Demolition related projects to
include demolition of 218 Erie St (\$30,000 cost to be reimbursed by KSU) and
resolution of unanticipated site deficiencies as determined by City Engineering Div.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Copley

FROM: Rhonda Boyd

DATE: October 28, 2010

RE: Downtown Redevelopment Demolition
Additional Appropriation

The Engineering Division is requesting council time to obtain approval for the additional appropriation of \$90,000 of funds for the Downtown Redevelopment Demolition. The additional funds are required for the following:

- Demolition of 218 Erie Street (cost to be reimbursed by KSU, \$30,000),
- Additional funds to provide for environmental testing and remediation of three small underground storage tanks found within the site (note a phase 2 environmental investigation had no findings),
- Additional funds to remove dumped fill containing debris that was encountered within the proposed building foundation footprint along Water and Eric Street

With the additional demolition of 218 Eric Street, once this project is complete the development site will be cleared for construction of the proposed buildings.

c: Gene Roberts, Service Director
Suzanne Robertson, Executive Assistant
Dave Coffee, Budget and Finance Director

City mgr

KENT HEALTH DEPARTMENT STATISTICAL REPORT 2010 3RD QUARTER REPORT

	Jul 2010	Aug 2010	Sep 2010	YTD
HEALTH DEPT. \$ COLLECTED				
FamAbuse fund	\$393.00	\$427.50	\$333.00	\$3,489.00
Vital Stats	\$2,227.00	\$2,422.50	\$1,887.00	\$19,771.00
Child Abuse	\$786.00	\$855.00	\$666.00	\$6,978.00
State VS	\$2,358.00	\$2,565.00	\$1,998.00	\$20,934.00
B Perm Rev	\$15.50	\$16.00	\$16.50	\$137.50
B Perm State	\$77.50	\$80.00	\$82.50	\$687.50
Food Estab.	\$0.00	\$0.00	\$0.00	\$10,346.25
Food Service	\$631.00	\$439.00	\$210.00	\$40,212.90
FSO Vending	\$0.00	\$0.00	\$0.00	\$655.00
Home Sewage	\$0.00	\$0.00	\$0.00	\$0.00
Housing	\$13,460.00	\$15,665.00	\$10,065.00	\$64,060.00
Swim Pools	\$0.00	\$0.00	\$0.00	\$3,262.50
SolWsl(Trks)	\$0.00	\$0.00	\$0.00	\$855.00
Tattoo Parlors	\$0.00	\$0.00	\$0.00	\$300.00
*Misc(Xerox, etc.)	\$0.00	\$10.00	\$0.00	\$44.70
Septic Service	\$0.00	\$0.00	\$0.00	\$0.00
ST Subsidy	\$0.00	\$0.00	\$0.00	\$5,455.82
TOTAL COLLECTED	\$19,948.00	\$22,480.00	\$15,258.00	\$177,189.17
TO STATE				
FamAbuse fund	\$381.19	\$414.68	\$323.03	\$3,384.24
Food Estabs	\$0.00	\$0.00	\$0.00	\$1,008.00
Bur.Permits	\$77.50	\$80.00	\$82.50	\$687.50
Child Abuse	\$762.42	\$829.35	\$646.02	\$6,768.66
State VS	\$2,358.00	\$0.00	\$0.00	\$2,358.00
Food Service	\$28.00	\$28.00	\$0.00	\$3,416.00
Food Vendors	\$0.00	\$0.00	\$0.00	\$138.00
Swim Pools	\$0.00	\$0.00	\$0.00	\$925.00
Wells	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$3,607.11	\$1,352.03	\$1,051.55	\$18,685.40
TOTAL ASSETS	\$16,340.89	\$21,127.97	\$14,206.45	\$158,503.77
+Admin fee to Vital Stats	\$35.39	\$38.48	\$29.95	\$314.11
-3% FamAbuse	\$11.81	\$12.83	\$9.97	\$104.77
-3% ChildAbuse	\$23.58	\$25.65	\$19.98	\$209.34

	Jul 2010	Aug 2010	Sep 2010	YTD
STATISTICAL REPORT CONTINUED				
INSPECTIONS				
Animal Bites	0	18	7	68
Complaints	60	63	40	454
Food Estabs	20	20	22	174
Food Service	76	52	67	570
FSO Vending	0	0	10	41
Home Sewage	0	0	0	0
Housing	168	191	187	1,223
Schools	0	0	0	32
Solid Waste	0	0	0	27
Swimming PIs	20	20	10	128
Septic Haul.	0	0	0	0
Tattoo Parlors	5	4	0	14
Other	0	0	0	0
TOTAL	349	368	343	2,731
PERMIT/lic.				
Food Estabs	0	0	0	34
Food Service	14	1	6	134
FS Vending	0	0	0	39
Home Sewage	0	0	0	0
Housing	95	50	55	416
Solid Waste	0	0	0	40
Swim Pools	0	0	0	15
Septic Haul.	0	0	0	0
Tattoo Parlors	0	0	0	4
Other	0	0	0	0
TOTAL	109	51	61	672
MOSQ.CONT.				
Sites Treat.	4	1	1	38
Adulticide	0	5	0	7
Tot Man Hrs	21	69	27	174
COMPLAINTS				
Received	35	30	26	197
Abated	34	32	21	183
LEGAL COMPL.				
Filed	0	0	0	2
Pre-trials	0	0	0	1
Trials	0	0	0	0
COMM.DISEASE				
	10	17	26	286
IMMUNIZATIONS				
	9	11	0	46
BIRTH/DEATH CERTS. ISSUED				
	264	285	222	2328



CITY OF KENT, OHIO

DEPARTMENT OF SAFETY

To: Mr. Ruller
Mr. Bowling
Mr. Giaquinto
Mr. Locke
Chief Peach
Mr. Roberts
Chief Williams

From: William Lillich

Subject: Traffic Engineering & Safety Meeting report
TE&S 2010-06

Meeting Date: Sept 28, 2010
Report date: Oct 17, 2010

1. The committee reviewed traffic and safety issues that were sent to Mayor Fiala by a resident.
 - a. Main @ Gougler- Pedestrians have difficulty crossing Gougler Ave with a green light due to cars turning right from the bridge. There will be a review of any accident data, and a check of the possibility of adding a pedestrian phase in the signal cycle.
 - b. Main @ Mantua- The walk light is not operating properly and motorists attempt to turn when pedestrians are attempting to cross. Repairs have been ordered.
 - c. Middlebury @ Haymaker- The layout of the southeast corner makes it difficult for pedestrians to take advantage of the walk sign actuator. Engineering will look at what it may take to improve the mechanics and provide foot access to the park entryway. Changes in this area may also need review & approval by ODOT.
 - d. Park Ave @ N Mantua- Parking is permitted too close to the intersection on the sw side. This complicates traffic, especially when buses are loading/unloading. Staff will consider restricting the parking a little further to the west, and will watch for sidewalk parking.
2. The committee next discussed a resident-requested desire for a stop sign on Woodhill where it meets Fairview. The resident's concern was that by not stopping, traffic may go out of control and leave the roadway while cruising onto Elmwood. There will be a review of any accident data from the area and observation of traffic flow.
3. The next discussion had to do with citizen concerns for pedestrian safety at the E Main St crosswalks. Some people feel that cars should stop whenever a pedestrian approaches the cross walk, although most drivers yield only after the pedestrian actually steps out into the roadway. Generally, the committee favors the second operating behavior, since as the frequency of abrupt stops increases, there is a greater likelihood of accidents. Radar data will also be collected in the area of the University

Dr crosswalk.

4. The committee discussed the concerns of some downtown resident's need for parking due to the closing of some of the private lots for the development. Some private lots have been suggested for the residents and/or property owners to contact. Temporary on-street permits were issued for two weeks. Additionally, the Parking Advisory Committee has been discussing and researching other alternatives.
5. Some traffic signal issues were discussed relating to operations at Crain & Water. Correction of the green arrow direction was recommended.
6. Attached are notes from Jim Bowling regarding upcoming street closures, etc. as the Fairchild Bridge project and downtown development continues. Part of this concern is planning for downtown special events next summer:

At this time it looks like the east side of Water Street from Brady Street to Lake Street will be in construction and local traffic maintained on Water Street. Lake Street to Crain Avenue will remain open.

In addition, Crain Avenue will be completely closed at the intersection.

This situation is scheduled to last from June till September, 2011.

No work is anticipated on SR 43 in 2011. The road should be 5-lanes with a combination of existing, proposed and temporary pavement.

*In addition to the closures for the Fairchild Bridge Project the following impacts from the Downtown Redevelopment may occur around the time for **the 2011 Heritage Festival**.*

** Erie Street from Depeyster to SR 59 will be closed for the PARTA Multi-modal project (Very certain that this will happen)*

** Depeyster Street from SR 59 to Erie Street may be closed (part of Hotel/CC Construction)*

I don't anticipate other street closures, but the Fairmount Group should be working on the mixed use building and will have the sidewalks closed on the south side of Erie Street (from Water to Depeyster) and the east side of Water Street from SR 59 to Erie Street.

We should know better in January/February on the progress of all three projects (PARTA, Hotel/CC and mixed-use.)

**KENT CITY PLANNING COMMISSION
REGULAR BUSINESS MEETING
NOVEMBER 2, 2010**

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

AGENDA

- I. **CALL TO ORDER**
- II. **ROLL CALL**
 - a) Excuse Absence
- III. **READING OF PREAMBLE**
- IV. **ADMINISTRTION OF OATH**
- V. **MINUTES** October 19, 2010
- VI. **CORRESPONDENCE**
- VII. **OLD BUSINESS**

- A. **PC10-019 ED KINTZ**
 1000 Mogadore Road
 Site Plan Review

The applicant is seeking Site Plan Review and Approval in order to construct self-storage units. The subject property is zoned I: Industrial District.

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

VIII. **NEW BUSINESS**

- A. **PC10-020 ACORN ALLEY PHASE II**
 Alley#4, West Erie Street & South Depeyster Street
 Conceptual Plan Review

The applicant is requesting comments for Conceptual Plan Review to continue south with the Acorn Alley project for a mixed use, multiple building project that will consist of commercial, restaurant, retail, outdoor seating and office uses in two – 3 story buildings and one – 1 story building.

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

**B. PC10-023 KENT PLANNING COMMISSION
Repeal or amend Ordinance No. 2009-110**

The applicant is seeking comments to repeal or amend the language in Chapter 1147.02 (a)(3) for a recommendation to Kent City Council.

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

IX. OTHER BUSINESS

X. ADJOURNMENT



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: October 28, 2010
TO: Kent City Planning Commission
FROM: Jennifer Barone, PE, Development Engineer
RE: Staff Report for the November 2, 2010 Planning Commission Meeting

The following items appear on the agenda for the November 2, 2010 Planning Commission meeting:

OLD BUSINESS:

The proposed self storage project at 1000 Mogadore Road was tabled by the applicant at the October 19, 2010 meeting. Since that meeting, the applicant has submitted new plans to address the concerns of the Commissioners. Those concerns were as follows:

- storm water management
- down spout discharge
- snow removal
- riparian setback
- gate opening of 25'
- parking layout
- arrows depicting traffic flow

New plans have been provided.

The following is reiterated from the October 19, 2010 staff report with changes marked (old information is struck and new is in bold).

CASE NO: PC10-019
APPLICANT: ED KINTZ – SELF STORAGE UNITS
SITE LOCATION: 1000 Mogadore Road
STATUS OF APPLICANT: The applicant owns the property.

REQUESTED ACTION: Site Plan Review & Approval to install self storage units.

ZONING: I: Industrial

TRAFFIC: The site is accessed from Mogadore Road.

SURROUNDING LAND USES: The property is surrounded by other industrial uses on the north, south, and east sides and by the railroad and Cuyahoga River on the west side.

APPLICABLE CODE SECTIONS: Chapter 1119 and 1155 of the Kent Codified Ordinance

ANALYSIS:

PROJECT DESCRIPTION:

The applicant is seeking approval to construct self storage units. This property is currently home to a multi-tenant building, owned by the applicant. ~~PLEASE NOTE THE PLANS APPEAR TO HAVE BEEN REDUCED AND DO NOT SCALE PROPERLY.~~

The applicant wishes to construct four buildings that will house public storage units. The applicant is proposing to have a total of 55 units. The units will be in two sizes: 10' x 20' and 5' x 10'.

TRAFFIC/PARKING:

The northern entrance to the site will be closed due to a poor sight distance to the north when trying to exit the property. The applicant has shown the parking layout to provide ~~29~~ **26** spaces which is the number of required spaces per code. ~~The required number of spaces exceeds this number which will require the applicant to request a variance from the Board of Zoning Appeals.~~ **The parking layout has been revised to meet code and the overhead door is no longer blocked.**

The applicant intends to fence the property to limit access for security reasons. The Fire Department is requesting that the main gate have a minimum 25' opening for emergency vehicle access. **The Fire Department has agreed to a 20' gate opening; a 25' opening is shown on the plans.**

The applicant has also indicated piled on the plans areas where snow can be stock.

UTILITIES:

No changes to the utilities are proposed.

STORMWATER:

The storm water will be collected in an oversized pipe for underground storage and **with a controlled** discharged to the ditch that runs along the railroad to Plum Creek. **The roof drains will be directed to this system.** The requirements for water quality best management practices apply to the site. ~~The appropriate measure(s) will be determined during technical plan review.~~ **The proposed best management practice is that the catch basins will have drops at the bottom for collecting debris and sediment.**

A portion of the site falls within the riparian setback for the Cuyahoga River. A variance from the Board of Building Appeals (BBA) has been requested to construct the units that fall within this buffer area. The BBA meeting is scheduled for October 28, 2010. Staff's position is that the railroad tracks already compromise the buffer area and that the existing site is mostly impervious (gravel is considered impervious). Therefore, the intent of maintaining a vegetated buffer area on this site is negated by the railroad property.

SIGNAGE:

No signs are proposed at this time.

LIGHTING/LANDSCAPING/DUMPSTER:

The lighting and dumpster locations are shown on the plans. The lighting on the building is existing, and two lights attached to the self storage units are proposed.

The proposed landscaping plan is included.

ARCHITECTURAL ADVISORY BOARD:

This project was not reviewed by the Architectural Advisory Board.

VARIANCES:

The applicant appeared before the Board of Zoning Appeals (BZA) to request the following variances on September 20, 2010:

- ~~1. A 18-foot variance from the 50-foot minimum front yard setback requirement to allow new storage building units to be constructed 32 feet from the front property line (Section 1155.04(a)),~~
2. A 23-foot variance from the 25-foot minimum side yard setback requirement to allow new storage building units to be constructed 2 foot from the northeast property line (Section 1155.04(c)),
3. A 23-foot variance from the 25-foot minimum side yard setback requirement to allow new storage building units to be constructed 2 foot from the southwest property line (Section 1155.04(c)), and
4. A 23-foot variance from the 25-foot minimum rear yard setback requirement to allow new storage building units to be constructed 2 foot from the rear property line (Section 1155.04(b)).

~~The project was tabled by the applicant and new plans are scheduled to be discussed at the October 18, 2010 BZA meeting. Staff believes the plan may require a couple additional variances, number of parking spaces as mentioned previously and front yard parking. The BZA granted the variances on October 18, 2010. The first variance request was withdrawn due to the removal of the units in the front yard setback.~~

RECOMMENDATION:

Staff is recommending approval with the condition listed below.

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

I move that in Case PC10-019, the Planning Commission approve the Site Plan to construct self storage units at 1000 Mogadore Road subject to the following:

1. Technical Plan Review.
2. ~~Granting of variance(s) from the Board of Zoning Appeals (BZA).~~ **Granting of a variance from the Board of Building Appeals (BBA).**
3. ~~The gate shall open to a width of 25' for emergency vehicle access.~~

List of Enclosures for this Project:

1. Site Plan dated October 27, 2010 and landscape plan.
2. Map depicting the floodplain and riparian setback line.
3. Aerial Topo and Zoning Map.

NEW BUSINESS:

CASE NO:

PC10-022

APPLICANT:

Acorn Alley Ph II – Conceptual Plan

SITE LOCATION:

Alley #4, West Erie Street & South Depeyster Street

STATUS OF APPLICANT:

The applicant owns the property.

REQUESTED ACTION:

Site Plan Review & Approval to construct mixed use buildings

ZONING:

C-D: Commercial - Downtown

TRAFFIC:

The site is accessed from West Erie Street and Alley # 4.

SURROUNDING LAND USES:

Commercial properties surround this site.

APPLICABLE CODE SECTIONS: Chapter 1119 and 1146 of the Kent Codified Ordinance

ANALYSIS:

PROJECT DESCRIPTION:

Ron Burbick is planning to continue south with the Acom Alley Project and is proposing a mixed use, multiple building project between West Erie Street and Alley # 4, just west of South Depeyster Street. These plans are being presented for comment only. The plans for site plan review and approval will be presented at the November 16, 2010 Planning Commission meeting.

The project will be constructed in two phases. The first phase will be built along West Erie Street and will consist of two - 3 story buildings and one - 1 story building. The first floor of all the buildings will front on West Erie Street and consist of commercial (restaurant, retail & possibly office) use as well as outdoor seating area(s). The second floor will front on Alley #4 and house commercial uses (restaurant, retail & possibly office). The third floor will be residential or office space.

The second phase is located between Phases I & II (closer to Alley #4) and is not part of the current plan review set.

Please note that staff comments have not incorporated into the plans you have before you. Therefore, some elements may not be depicted like the landscaping, lighting and dumpsters. These items will be shown on the plans coming before you on November 16, 2010.

TRAFFIC/PARKING:

Traffic patterns will change since construction will take place on part of the existing parking for Phase I. During construction, 19 temporary parking spaces will be provided at Alley #4 and South Depeyster Street with access from South Depeyster Street. When all phases are complete, 23 parking spaces will be provided on site. Additional parking is available on public streets and PARTA's multimodal facility (once is it constructed). Staff has estimated the required parking need to be 127 spaces. Plan sheet C2.0 shows 30 spaces provided prior to the second stage of development. Plan sheet A3.0 depicts 23 spaces after the second stage.

UTILITIES:

Existing water and sanitary mains will service the utility needs.

STORMWATER:

No city storm sewer exists on West Erie Street. The proposal is to install a trench drain to capture runoff from the one way driveway and discharge through a hole in the curb which is the existing method. When the city reconstructs West Erie Street as part of the downtown project, the lateral will be connected to the storm sewer at that time. The

roof drains and rear parking lot will be collected and discharge to the existing 15" storm sewer in Alley #4.

SIGNAGE:

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

LIGHTING/LANDSCAPING/DUMPSTER:

Lighting will be similar to what is provided in Phase 1 with wall sconces and decorative street lamps. There is little room for any landscaping. The applicant has indicated that landscaping will be provided where feasible. The dumpsters are located in the parking lot along Alley #4.

ARCHITECTURAL ADVISORY BOARD:

This project is tentatively scheduled to be reviewed by the Architectural Advisory Board on November 3, 2010. Their recommendations will be provided to you at the November 16, 2010 Planning Commission meeting.

VARIANCES:

No variances are required.

RECOMMENDATION:

No action is required at this time since the applicant is seeking comments only.

List of Enclosures for this Project:

1. Applicant Cover Letter dated October 11, 2010.
2. Site Plan dated October 08, 2010.
3. Aerial Topo and Zoning Map.

CASE NO:

PC10-023

APPLICANT:

KENT PLANNING COMMISSION

REQUESTED ACTION:

Repeal or amend Ordinance Number 2009-110

APPLICABLE CODE SECTIONS:

Chapter 1147 of the Kent Codified Ordinance

ANALYSIS:

At the October 5, 2010 joint meeting for zoning code review, the Planning Commission members requested to consider the language in the U District and more specifically the changes that were made to section 1147.02 in 2009. Should the Planning Commission wish to repeal or amend the language in 1147.02 (a)(3), recommended language may be forwarded to Kent City Council.

The current code language is as follows:

1147.02. USES

Within a University District, no building, structure or premises shall be used, arranged to be used, or designed to be used except for one or more of the following uses:

(a) Permitted Uses.

(1) University or other uses of a public educational character, including such university owned, operated, leased, or licensed facilities as dormitory, dining hall, retail facility, gymnasium, classroom, swimming pool, laboratory, studio, laundry, office, heating or power plant, off-street parking of motor vehicles, museum, library, recreation building, R.O.T.C. facility, or place of assembly for entertainment, athletics or training.

(2) Fraternity or sorority house.

(3) Scientific, educational, religious, charitable, indoor and outdoor recreational, and residential uses which do not qualify as a permitted use under (a)(1) above are permitted uses. Common student dining hall, food courts, confectionaries, and lounges are permitted if they are part of a residential, educational, or recreational facility.

RECOMMENDATION:

Should the Planning Commission wish to repeal or amend the language in 1147.02 (a)(3), recommended language may be forwarded to Kent City Council. The following language may be used:

I move that in Case PC10-023, the Planning Commission recommend to Kent City Council that Section 1147.02 of the Zoning Code be amended as proposed.

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

Dave Ruller - NOPEC PURCHASES GAS THROUGH JUNE 2011

From: "Leigh Herington" <jgoslin@nopecinfo.org>
To: "Leigh Herington" <jgoslin@nopecinfo.org>
Date: 10/21/2010 9:37 PM
Subject: NOPEC PURCHASES GAS THROUGH JUNE 2011
Attachments: TO ALL DEO NOPEC GAS MEMBER COMMUNITIES10.21.10.doc

**NORTHEAST OHIO PUBLIC ENERGY COUNCIL**

October 21, 2010

**NOPEC PURCHASES GAS IN THE DEO AREA THROUGH JUNE, 2011
 AT EXCELLENT PRICES**

NOPEC is pleased to announce that we have been able to purchase natural gas through the end of June in the Dominion East Ohio Gas Area at prices that continue to be lower than we have seen in the last nine years. Please note that the prices continue to go down for the next several months and we have locked in a rate at less than \$6 for May and June, 2011.

The prices are as follows:

DOMINION EAST OHIO GAS AREA

July – December 2010	\$6.78 per MCF
January 2011-March 2011	\$6.66 per MCF
April 2011	\$6.15 per MCF
May 2011 – June 2011	\$5.98 per MCF

Please call me with any questions at 440.248.1992.

Leigh Herington, Executive Director
NOPEC

Leigh Herington
Executive Director
NOPEC
31320 Solon Road



CITY OF KENT, OHIO

DEPARTMENT OF PUBLIC SERVICE

930 OVERHOLT RD., 2ND FLOOR, KENT, OHIO 44240 (330) 678-8105 FAX (330) 673-1893
www.kentohio.org

October 14, 2010

Akron Metropolitan Area Transportation Study
806 CitiCenter
146 South High Street
Akron, Ohio 44308


RE: Planning Grant

To Whom It May Concern:


The Cities of Kent and Stow are pleased to submit this application for consideration of a Connecting Communities Planning Grant. Both communities are looking to make bicycle transportation a viable alternate to automobiles for their citizens. In addition, we are looking to better join our bike transportation systems along our shared border. Currently, **38.8%**¹ of workers (5,861) who live in Kent work in Kent and **18.8%**¹ of workers (3,137) who live in Stow work in Stow. We want to provide those **9,000 workers**, the other **50,000 residents** in both cities and **23,000 KSU students** a viable second mode of transportation. Once the network is complete it could significantly reduce vehicular trips in the region and provide a quality of life improvement for the existing neighborhoods in both cities.

We have organized our application to follow the application information shown on-line. Both Kent and Stow are excited about the opportunity to work with each other and AMATS on this potential study. Should you require any additional information, please do not hesitate to contact either of us at your convenience.

Sincerely,


James S. Bowling, P.E.
City of Kent
City Engineer

Sincerely,


Rob Kurtz, AICP
City of Stow
Assistant Planning Director

Enclosures

c: Dave Ruller – Kent City Manager
Gene Roberts, PE - Kent Director of Public Service
Tom Euclid – Kent State University
File

¹ – <http://www.city-data.com/city/Kent-Ohio.html>