

ORDINANCE NO. 2025 - 041

**AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH KENT STATE UNIVERSITY (KSU), HAYMAKER FARMERS' MARKET (HFM, INC.) AND CITY OF KENT (CITY) TO INSTALL NEW PUBLIC ART BENEATH THE HAYMAKER PARKWAY BRIDGE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Kent Service Department would like to enter into an Agreement with Kent State University (KSU) and Haymaker Farmers' Market to install new public art on the eastern concrete slope underneath the Haymaker Parkway Bridge; and

**WHEREAS**, the City of Kent is required to maintain Haymaker Parkway per its agreement with the Ohio Department of Transportation (ODOT) and has approved the art work with ODOT as ODOT is the owner of the bridge.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Kent, Portage County, Ohio:

**SECTION 1.** That the City Manager, or his designee, is hereby authorized to enter into an Agreement with Kent State University (KSU) and Haymaker Farmers' Market to install new public art on underneath the Haymaker Parkway Bridge and is more fully described in Exhibit "A" attached hereto and incorporated herein.

**SECTION 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 5/21/25  
Date

J. Fiala  
Jerry T. Fiala  
Mayor and President of Council

EFFECTIVE: 5/21/25  
Date

ATTEST: Kathleen Coleman  
Kathleen Coleman  
Clerk of Council

I, KATHLEEN COLEMAN, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. 2025-041, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON May 21, 2025.

(SEAL)

Kathleen Coleman  
KATHLEEN COLEMAN  
CLERK OF COUNCIL



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 29, 2025

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *BDS*

RE: Discussion of Seasonal Closure of Franklin Ave. for Outdoor Seating Area

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Over the last few months, staff from the City and Main Street Kent have had bar and restaurant owners, who are not located on Franklin Avenue or operating in close proximity to it, express concerns that the seasonal closure of Franklin Avenue adversely affects sales and foot traffic volume throughout the broader downtown area.

There are currently 32 businesses throughout the downtown that participate in the Downtown Outdoor Seating Area (DORA) program and 12 of those businesses, representing almost 37.5% of DORA participants, have expressed these concerns. This is a significant number of downtown businesses, so the staff believes the closure of Franklin Avenue for the Outdoor Seating Area warrants a discussion with Council.

I respectfully request time at the May 7, 2025 Council Committee meeting to discuss this matter in greater detail and to seek Council's guidance on how it wishes staff to proceed with this issue.

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

Thank you.

Attachment

Cc: Kathy Coleman, Clerk of Council  
Hope Jones, Law Director  
Eric Helmstedter, Economic Development Director  
Dominique Bollenbacher, Community Engagement Coordinator

April 1, 2025

City of Kent  
Community Development  
Dave Ruller and Bridget Susel  
930 Overholt Rd.  
Kent, OH 44240

Dear Dave and Bridget,

This past year, we've heard anecdotal comments from a few downtown restaurant and bar owners about the seasonal closure of Franklin Ave. having a negative impact on their businesses. After talking with city staff about this, we were asked to send a query to additional business owners to gauge the "bigger picture" impact. We sent an email out, promising any responses would be anonymous, and most of the replies indicated the closure provides an unfair advantage to a small number of businesses and draws current and potential customers away from many. Some mentioned that the community associates the DORA with Franklin Ave. only, rather than the entire Designated Outdoor Refreshment Area, and a few owners shared that their patio business has significantly declined since Franklin Ave. has been closed seasonally. There are thirty-two DORA businesses in downtown Kent, and this combined feedback comes from twelve of them.

When the closure was put in place during COVID, it served as a great option for the community and our businesses as we all struggled. Now there has been a shift, and what was once a positive has become a detriment to some of our local businesses.

Perhaps for the 2025 season, Franklin Ave. could remain open in an effort to support all of our downtown businesses, sprinkling the picnic tables around on sidewalks in the broader downtown area, also encouraging people to use patios and other outdoor areas like seating walls, benches, Dan Smith Community Park, and so on. Main Street Kent is planning a DORA Passport program this summer encouraging people to visit all participating locations as well, as we continue our work to make our entire downtown a fun, vibrant and thriving community. Please let me know if you have any questions or concerns, and if we can help with anything along the way.

Sincerely,

Heather Malarcik  
Executive Director  
Main Street Kent

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Kathy Coleman

FROM: Jim Bowling *JB*

DATE: April 18, 2025

RE: Haymaker Mural Art Agreement

The Service Department is requesting Council time and approval to execute the attached Haymaker Mural Art Agreement with Kent State University (KSU) and the Haymaker Farmers Market (HFM). The mural would continue the goal to integrate public art into the community as demonstrated in the City and KSU Kent Public Art Plan as well as heightened awareness of the HFM and its value to the Kent Community. This agreement sets the framework for the roles of the three partners to install and maintain the proposed mural. The installation of the mural has received approval per Section 1106.20 of the Codified Ordinances and from the Ohio Department of Transportation. Kent's costs included in this agreement are included in the City's current approved budget.

Thank you for your time and consideration of this request.

C: Melanie Baker  
Hope Jones  
Hallie Stone

## **HAYMAKER MURAL ART AGREEMENT**

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO (hereinafter referred to as “CITY”), KENT STATE UNIVERSITY, specifically the Wick Poetry Center (hereinafter referred to as “KSU”) and the Haymaker Farmers Market, HFM Inc. (hereinafter referred to as “HFM”).

**WHEREAS**, the above parties would like to integrate public art into the Kent Community, consistent with the City and KSU Kent Public Art Plan; and

**WHEREAS**, the above parties would like to heighten the awareness of the HFM and its value to the community; and

**WHEREAS**, KSU and HFM have created a Collaborative Community Poem and Mural design to be installed on the eastern concrete slope protection of Haymaker Parkway Bridge over Franklin Street, shown in Exhibit A; and

**WHEREAS**, the HFM has executed a License Agreement, shown in Exhibit B, with the City to install and maintain the mural at the proposed location; and

**WHEREAS**, the HFM has received approval for the installation of the mural as required in the Kent Codified Ordinances Section 1106.20; and

**WHEREAS**, the Ohio Department of Transportation, the owner of the Haymaker Parkway Bridge, has approved the mural installation and the License Agreement.

**NOW, THEREFORE**, for mutual consideration, it is agreed between the parties as follows:

- A) HFM will manage the design and installation of the mural (hereinafter referred to as the “Project”).
- B) HFM is the lead agency to fund the Project, which has a budget of \$20,000.
- C) KSU will provide in-kind services to initiate and produce the community poem that is incorporated into the mural design.

D) The City will contribute up to \$5,000 for materials and installation of the Mural. To be reimbursed to HFM upon receiving invoices from HFM.

E) HFM shall maintain the mural installation and area as detailed in the executed License Agreement.

F) The Agreement will begin on the date that all of the parties have executed this Agreement.

IN WITNESS WHEREOF, the parties hereby acknowledge said agreement by their signatures below.

KENT STATE UNIVERSITY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_

THE CITY OF KENT, OHIO

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Approved as to form by:

\_\_\_\_\_

Haymaker Farmers Market (HFM Inc.)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Certificate of Director of Budget and Finance

It is hereby certified that the amount of Five Thousand Dollars (\$5,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital Fund (301) free from obligation or certificates now outstanding.

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Rhonda Hall, Director of Budget and Finance

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Date

Exhibit A

Community Poem and Mural Design

# SATURDAYS TASTE LIKE COMMUNITY

A Collaborative Community  
Poem Mural between  
Haymaker Farmer's Market  
and the Wick Poetry Center



## LOCATION

Franklin Ave, Kent, Ohio  
Embankment Under Haymaker Pkwy

## ABOUT

The “Market Stanzas” project was created collaboratively with Haymaker Farmer’s Market vendors, staff, and community members, beginning during their 30th Anniversary celebration. The Wick Poetry Center introduced their Traveling Stanzas Makerspace bus, collecting poems at the Haymaker Community Potluck event, and through a Market Stanzas website. These contributions were used to script the community poem, “Saturdays Taste Like Community.”

The mural is designed as a patchwork of community voices to be read both individually as stanzas, and collectively as a single poem. Careful attention was paid to complement the current Haymaker mural completed by Elaine Hulihan and community members in 2012 through the use of color, illustration, and typography.

After securing funding, Haymaker Farmer’s Market will install the mural using a lead artist and team of community volunteers.



IN-PROGRESS MOCK-UPS

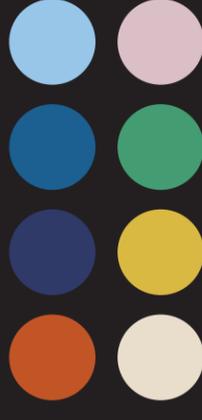


Exhibit B

HFM License Agreement

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

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and Haymaker Farmers Market (HFM Inc.), hereinafter called the "Licensee."

The City is required to maintain Haymaker Parkway per its agreement with the Ohio Department of Transportation, hereinafter known as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Part 1 below, in accordance with the laws and Charter of the City of Kent. The Property is more particularly described in the attached exhibit listed below.

Exhibit "A" – Site plan showing the area being leased.

The parties hereto covenant and agree as follows:

**1. NATURE OF INTEREST:**

The Licensee understands that by issuing this license, the City has merely granted the Licensee the right to place a mural on two piers and this license does not grant or convey to the Licensee any interest in the Property.

**2. USE:**

**2.1** The Property shall be used for the purpose of: \_\_\_\_\_  
Placement or installation of a painting (Mural) on the two easternmost piers and the concrete slope protection adjacent to the forward abutment of Bridge No. POR 00043 1152 (SFN 6701132) located on SR 43/59 immediately west of the Haymaker Parkway/Water Street Intersection.  
\_\_\_\_\_ and for no other purpose.

**2.2** No structural alterations may be made to the City's property without the express written permission of the City of Kent, Director of Public Service.

**3. TERM:**

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on \_\_\_\_\_, 2024, and ending on \_\_\_\_\_, 2025 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 1.

**4. NECESSARY LICENSES AND PERMITS:**

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

All correspondence to the City shall be addressed:

Service Director  
City of Kent  
930 Overholt Road  
Kent, Ohio 44240

All correspondence to the Licensee shall be addressed:

Mekal Banyasz

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PO Box 1412

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Kent, Ohio 44240

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**4.2** Licensee shall secure all necessary permits required in connection with the use of the Property and shall comply with all federal, state and local statutes, ordinances, rules, or regulations which may affect, in any respect, Licensee's use of the Property. Licensee shall, prior to the commencement of any work, obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to its business use of the Property.

**5. STORAGE AND VENDING:**

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

**6. TAXES:**

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

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

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

8. **CITY USE OF PROPERTY:**

If for any reason the Director of Public Service or his duly appointed representative deems it necessary to order the removal, reconstruction, relocation or repair of the Licensee's changes to the City's property, then said removal, reconstruction, relocation or repair shall be promptly undertaken at the sole expense of the Licensee's thereof. Failure on the part of the Licensee to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the Director of Public Service deems necessary.

9. **MAINTENANCE OF PROPERTY:**

Licensee shall, at its sole expense, keep and maintain the Murals free of all weeds, debris, and flammable materials of every description, and at all times in an orderly, clean, safe, and sanitary condition consistent with neighborhood standards. A high standard of cleanliness, consistent with the location of the area as an adjunct of the City, will be required. Defoliant, noxious, or hazardous materials or chemicals shall not be used or stored on the Property.

10. **MAINTENANCE OF IMPROVEMENTS:**

10.1 Licensee, at Licensee's own cost and expense, shall maintain all of his/her improvements to the Property. Licensee shall take all steps necessary to effectively protect the Property from damage incident to the Licensee's use of such Property, all without expense to the City.

10.2 Licensee shall be liable to, and shall reimburse the City for, any damage to City owned property that in any way results from or is attributable to the use of said Property by the Licensee or any person entering upon the same with the consent of the Licensee, expressed or implied.

11. **HOLD HARMLESS:**

Licensee shall occupy and use Property at its own risk and expense and shall save the City and the State of Ohio, its officers, agents, and employees, harmless from any and all claims for damage to property, or injury to, or death of, any person, entering upon same with Licensee's consent, expressed or implied, caused by any acts or omissions of the Licensee.

12. **INSURANCE:**

12.1 At the time of the execution of this Agreement, Licensee shall, at its own expense, take out and keep in force during the terms of this Agreement:

(a) Liability insurance, in a company or companies to be approved by the City to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in or about, the Property, in the amount of not less than ***Five Hundred Thousand Dollars (\$500,000.00)***, to indemnify against the claim of one person, and in the amount of not less than ***One Million Dollars (\$1,000,000.00)*** against the claims of two (2) or more persons resulting from any one (1) accident.

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

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

13. **MODIFICATION:**

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

14. **REVOCAION AND TERMINATION:**

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

14.2 In the event this license is revoked or the Agreement is terminated the Licensee will peaceably and quietly leave, surrender, and yield up to the City the Property. The Property will be restored and the mural painted on the Property will either remain or be painted over with a single color that is approved by the City at the expense of the Licensee and no costs will be reimbursed by the City.

**14.3** Upon revocation of the license or upon termination or expiration of Agreement, any personal property, or other appurtenances, including all footings, foundations, and utilities, placed on the City property will be removed by Licensee. If any such appurtenances are not so removed after ninety (90) days written notice from the City to the Licensee, the City may proceed to remove the same and to restore the Property and the Licensee will pay the City, on demand, the reasonable cost and expense of such removal and restoration.

**15. RELOCATION:**

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

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto as of the date herein last written below. Licensee acknowledges receipt of a copy of this Agreement and agrees to comply with the provisions herein contained.

**LICENSEE(S):**

Mikal Banyasz on behalf of Haymaker Farmers' Market, LLC  
Signature Signature

PO Box 1412, Kent, Ohio 44240  
Mailing Address

(330) 422-8314  
Telephone

4/3/25  
Date

**CITY OF KENT, OHIO**

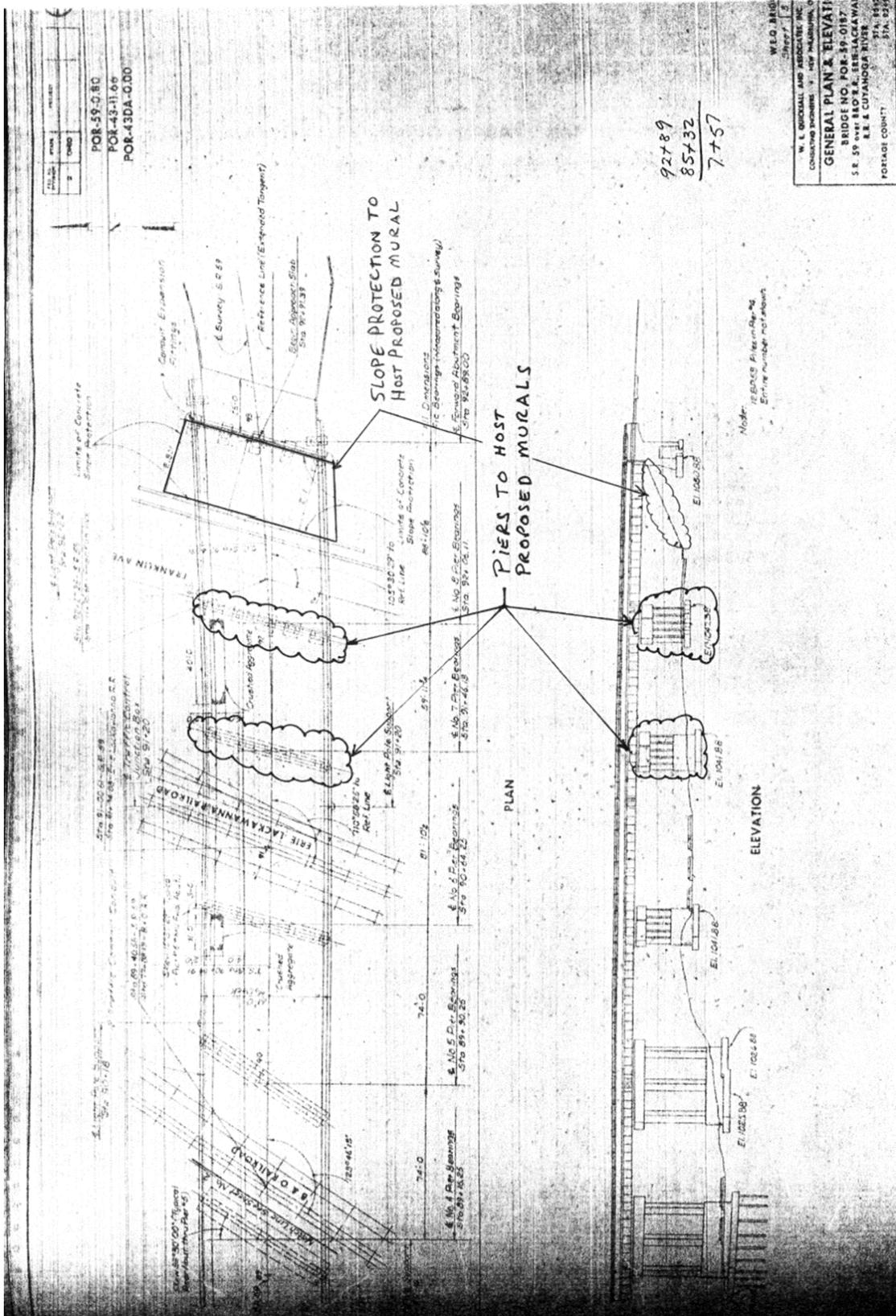
\_\_\_\_\_  
Director of Public Service

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Hope Jones, Law Director  
City of Kent

# EXHIBIT "A" SITE PLAN





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BRIMFIELD INSURANCE AGENCY INC</b> 1204 Tallmadge Rd Kent, OH 44240	<b>CONTACT NAME:</b> Patrick <b>PHONE (A/C, No, Ext):</b> (330)673-4919 <b>E-MAIL ADDRESS:</b> patrick@brimfieldinsurance.com	<b>FAX (A/C, No):</b> (330)673-4955
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Haymaker Farmers' Market Inc</b> PO Box 1412 Kent OH 44240	<b>INSURER A:</b> Auto-Owners Insurance Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		05355177	6/25/2024	6/25/2025	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**\*\*Certificate Holder is also Additional Insured\*\*****CERTIFICATE HOLDER****CANCELLATION**

City of kent Ohio 930 Overholt Rd Kent OH 44240	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Kathy Coleman

FROM: Jim Bowling *Job*

DATE: May 1, 2025

RE: Water Service Request – 5885 Horning Road

The City has received the attached request for water service for 5885 Horning Road in Franklin Township. The request is from the owner of a single-family, owner-occupied home. We have a 12” watermain along Horning Road adjacent to the property and we are capable of providing water to this property. The required fee for this request is \$5,907.60. We do not see any issues with fulfilling this request.

C: Melanie Baker  
Tim Sahr  
Kevin Alspach, AECOM

**CITY OF KENT, OHIO**  
Application for Water, Sewer, and Recycling Services

\*\* FOR OFFICE USE ONLY \*\*

Service Address \_\_\_\_\_ Customer/Location # \_\_\_\_\_ / \_\_\_\_\_

Billing Address 5885 Horning Rd. <sup>\*\* Application \*\*</sup> Kent OH 44240  
street city state zip code

Previous Address \_\_\_\_\_  
street city state zip code

Account Name Mick Rogers Spouse Name Maurice Gartland  
 Social Security #/Fed ID [REDACTED] Spouse SS# [REDACTED]

Telephone # 330-732-7239

Property Owner (if other than Applicant) \_\_\_\_\_

Applicants Employer Retired Spouse Employer Retired

Student  yes  no If yes, list permanent address below:

Previous Address \_\_\_\_\_  
street city state zip code

<u>Name</u>	<u>Other Tenants (if not owner-occupied)</u> <u>Social Security #</u>	<u>Employer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*\* CONSTRUCTION WATER ONLY \*\*

Billing Address \_\_\_\_\_  
street city state zip code

Account Name \_\_\_\_\_ Contact Person \_\_\_\_\_

SS#/Fed ID \_\_\_\_\_ Telephone # \_\_\_\_\_

The undersigned hereby requests the City of Kent to supply water service to the service address listed on this form under the appropriate ordinances with all amendments and subject to the rules and regulations currently in effect with all later amendments thereto and on file in the Kent City Department of Budget and Finance office. The undersigned also agrees to pay all bills rendered by the City at the Department of Budget and Finance or other locations designated to accept such payments, within the time specified on same and to be bound to the rules and regulation adopted including all water, sewer and recycling charges according to codified ordinances. The undersigned understands that sewer charges are based upon water consumption and if significant lawn sprinkling is anticipated, the applicant should contact Utility Billing at (330) 678-8104 for information on a sprinkler (water only) meter. The cost to purchase and install this additional meter is the responsibility of the applicant. As a condition to obtain water from the City of Kent, I agree to permit the City to use a telephone based automated reading device and interconnection system to access my water meter for billing purposes. The device is attached to my telephone line.

Signed Mick Rogers Date 2-19-25



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 28, 2025  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *B.S.*  
RE: Amendments to Part Fourteen -Property Maintenance and Housing Code

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The Community Development Department has received complaints regarding someone living for an extended period of time in a tent located in the rear yard of a residential property.

The City's Kent Codified Ordinances (KCO) currently does not have any regulations prohibiting the use of transportable items, such as tents or motor vehicles, as temporary housing so the Community Development Department worked with the City's Law Department to draft proposed language to include in "Part Fourteen of the Property Maintenance and Housing Code."

Through its review of Part 14, the Community Development Department also identified two additional amendments that are needed for property maintenance enforcement and to ensure language in Part 14 does not conflict with KCO Part 11, which is the City's Zoning Code.

I am respectfully requesting time at the May 7, 2025 Council Committee meeting to discuss the attached in greater detail and to request Council authorization, with emergency, of the proposed amendments.

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

Thank you.

Attachment

Cc: Hope Jones, Law Director  
Eric Fink, Assistant Law Director  
Kathy Coleman, Clerk of Council  
CD Building Department Staff

#### **1406.05 PROHIBITED OCCUPANCY.**

(a) Any occupied structure condemned and placarded by the Code Official shall be vacated as ordered by the Code Official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

(b) **TEMPORARY HOUSING.** Any motor vehicle, tent, trailer, recreational vehicle, watercraft, or other structure being used for human shelter, which is designed to be transportable, and which is not permanently fastened to the ground or to another primary structure.

#### **1410.04 EXTERIOR PROPERTY AREAS.**

(a) Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

(b) Grading and Drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

(c) Sidewalks and Driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.

(d) Rodent Harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

(e) Exhaust Vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

(f) Acessory Subordinate Structures. All **accessory subordinate** structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

(g) Motor Vehicles. Except as provided for in other regulations of the City of Kent and State of Ohio, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted in an approved spray both located in a facility, which is zoned and approved by the City for that type of use.

(h) Defacement of Property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

#### **1411.12 WINDOW, SKYLIGHT AND DOOR FRAMES.**

Every window, skylight, door and frame shall be kept in sound condition and in good repair and weather tight.

(a) Glazing. All glazing materials shall be maintained free from cracks and holes.

(b) Openable Windows. Every window, other than a fixed window, **shall have tightly fitted screens free of damage or openings,** shall be easily openable and capable of being held in position by window hardware.



# CITY OF KENT, OHIO

## DEPARTMENT OF COMMUNITY DEVELOPMENT

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DATE: April 24, 2025  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director   
RE: Continuation of Davey Tree Enterprise Zone Agreement

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The City of Kent executed an Enterprise Zone (EZ) agreement with the Davey Tree Expert Company in January of 2021 for the construction of a third wing addition at its corporate campus. The project is now complete, and the Portage County Auditor's office has assessed the value of the improvements. The EZ agreement is considered active and the Tax Incentive Review Council (TIRC) is required to review it at its annual meeting and make a recommendation to Council to continue, amend, or discontinue the agreement.

The TIRC met on March 6, 2025 and voted unanimously to recommend to Council that the EZ agreement be continued. A copy of the minutes is attached.

I am respectfully requesting time at the May 7, 2025 Council Committee meeting to present the TIRC recommendation to members of Council and to request, with emergency, authorization to continue the Davey Tree Expert Company Enterprise Zone agreement.

Please let me know if you need any additional information in order to include this item on the agenda.

Thank you.

Attachment

Cc: Kathy Coleman, Clerk of Council  
Hope Jones, Law Director  
Eric Helmstedter, Economic Development Director  
2024 CRA, TIRC and TIF Annual Report Files  
Davey Tree Expert Co. EZ Agreement File

**City of Kent  
Tax Incentive Review Council (TIRC)  
Minutes for March 6, 2025 Meeting**

**Members Present:** Diana Fierle  
Heather Malarcik  
Bridget Susel  
Matthew Adelman  
Tom Larkin  
Eric Helmstedter

**Staff:** Brad Ehrhart, Portage Development Board  
Kim Brown, Administrative Assistant

Mr. Helmstedter called the meeting to order at 10:12.

**1. Approval of Tax Incentive Review Council Meeting Minutes**

**MOTION: Mr. Larkin moved to approve the March 18, 2024 Meeting Minutes.  
Ms. Susel seconded the motion. The motion carried 6-0.**

**2. Review of Kent Mazda CRA II Agreement**

Mr. Helmstedter reviewed the terms of the agreement. He stated that the company agreed to create 10 full-time jobs and it has created 38. He stated that there is a slight decline with retaining 15 of the agreed 19 jobs. He stated that the annual payroll of just over \$2 million exceeds the agreement of retained payroll of \$1 million. He stated that the current total of new annual payroll is \$186,965.25, where the goal is \$350,000. He questioned if they have reported some of this payroll with the retained job payroll.

**MOTION: Mr. Adelman moved to continue the agreement for Kent Mazda. Ms. Fierle seconded the motion. The motion carried 6-0.**

**3. Klaben Lincoln Dealership CRA II Agreement**

Ms. Susel stated that although work has not begun, the Klaben agreements are active CRA agreements and this Board will need to decide and vote on whether to continue, modify or terminate the agreements.

Mr. Helmstedter reviewed the terms of the agreement, which are a 15 year term and 75% exemption of a \$10,150,000 investment. He stated that the company agreed to create 4 full-time jobs with a new annual payroll of \$180,000 and retain 6 jobs with a retained annual payroll of \$312,000. He stated that the estimated project completion is 2026.

**MOTION: Ms. Susel moved to continue the agreement for Klaben Lincoln Dealership. Mr. Larkin seconded the motion. The motion carried 6-0.**

**4. Review of Klaben Service Center Expansion CRA II Agreement**

Mr. Helmstedter reviewed the terms of the agreement, which are a 12 year term and 75% exemption of a \$5,225,000 investment. He stated that the company agreed to create 8 full-time jobs with a new annual payroll of \$335,000 and retain 15 jobs with a retained annual payroll of \$658,000. He stated that the estimated project completion is 2027.

**MOTION: Ms. Malarcik moved to continue the agreement for Klaben Lincoln Dealership. Ms. Fierle seconded the motion. The motion carried 6-0.**

**5. Review of Davey Tree Expert Co Enterprise Zone Agreement**

Ms. Fierle stated that this is a 10 year agreement with a 75% exemption. She stated that they have met their commitment to retain 410 jobs and the payroll for those jobs is \$31,125,906. She stated that the new jobs created are 84 full-time and 2 part-time for a combined new payroll total of \$7,109,959, which again exceeds their commitment. She stated that the total jobs at the Kent location are 359 full-time and 5 part-time with a payroll total of \$30,815,640.

Ms. Susel noted for the record that the Portage County Auditor has provided an update to the 2023 tax information from what was reported at last year's meeting.

**MOTION: Ms. Susel moved to continue the agreement for Davey Tree Expert Co. Mr. Helmstedter seconded the motion. The motion carried 6-0.**

Ms. Susel stated that she will calculate the income tax share and will send it to the Kent City Schools before June 30, 2025.

**6. Review of TIF**

Ms. Susel stated that she received the TIF report from Ms. Hall, City of Kent, Finance Director. She explained that the TIF is the Tax Increment Financing that the City used for the public improvements for the downtown redevelopment. She stated that the developers pay a payment in lieu of taxes, which is used for the debt service for the improvements made. She reported that the share is below the previous year's report at

\$365,246. She reminded the Board that the KSU Hotel did a COVID valuation challenge that did not reset the value, but it is reflected in the lower numbers for both the City's PILOTs and the share agreement with Kent City Schools. She stated that next year it should be back to typical levels.

**MOTION: Mr. Larkin moved to accept the TIF Review. Mr. Helmstedter seconded the motion. The motion carried 6-0.**

**7. Other Business**

Mr. Helmstedter directed the Board to the supplemental CRA information that was provided for their information.

**8. Adjournment**

**MOTION: Ms. Malarcik moved to adjourn the meeting. The meeting adjourned at 10:18.**



# CITY OF KENT, OHIO

## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 28, 2025  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *pad.*  
RE: Warming Center Appropriation Recommendation

At the April 2, 2025 Council Committee meeting, a motion was made and seconded by Council to have the administration return to Council Committee in May with a recommendation for an appropriation amount to assist with warming center service costs provided by Shepherd's House for the December 2024-February 2025 winter season. The recommended amount also will be used for annual "not to exceed" budget appropriations in future years.

The administration is recommending an appropriation total of \$12,000, which is \$4,000 more than the \$8,000 Council originally appropriated for warming center services for the most recently completed winter season.

Weather is variable and winter seasons will differ from year-to-year. In order to identify an average number of days when temperatures are 20 degrees or below, the Community Development Department staff conducted research for the two previous winter seasons and the results are as follows:

13 Days (December 2022, January 2023, February 2023)  
21 Days (December 2023, January 2024, February 2024)  
37 Days (December 2024, January 2025, February 2025)  
24 Days (Average number of days)

The calculated cost of \$17,650 for 37 days of warming center services provided for the recently completed winter season is based on an amount of \$50 per person for night stay only and \$250 for night/day stays. The average cost per day for warming center services provided is \$477 ( $\$17,650 / 37 = \$477$ ).  $\$477 \times 24 \text{ days (average \# of days)} = \$11,449$ .

Council also asked for information on what other communities provide financial support for warming center services at Shepherd's House. According to the Executive Director at Shepherd's House, Kent is the only Portage County community currently providing direct financial assistance.

I am respectfully requesting time at the May 7, 2025 Council Committee meeting to discuss the warming center services data in greater detail and to request Council authorization, with emergency, for the appropriation of \$12,000 for payment to Shepherd's House for warming center services provided for the December 2024 - February 2025 winter season.

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

Thank you.

Attachment

Cc: Hope Jones, Law Director  
Kathy Coleman, Clerk of Council  
Rhonda Hall, Budget & Finance Director  
Anne Marie Noble, Executive Director, Shepherd's House



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 25, 2025  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director  
RE: Warming Center Data Review

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The City partnered with Shepherd's House for the provision of warming center services for the 2024-2025 winter season and an analysis of the program has been completed. The City of Kent's support for the warming center began in late December 2024 and continued through February 2025.

Key data points include:

- 18 persons originating from the City of Kent were assisted;
- Of the 18 persons assisted, 12 became guests at Shepherd's House so they are no longer unhoused and are benefitting from the provision of wrap-around supportive services provided by Shepherd's House;
- Warming center assistance was provided for a total of 37 days as follows:
  - 2 dates in December: both were night & day shelter;
  - 25 dates in January: 19 night shelter only; 6 night & day shelter;
  - 10 dates in February: 5 night shelter only; 5 night & day shelter;
- Rate for night only shelter stay is \$50.00;
- Rate for night & day shelter stay is \$250.00;
- Total \$17,650.00 (see NOTES at end of spreadsheet). \$8,000.00 Council commitment.

I am respectfully requesting time at the April 2, 2025 Council Committee meeting to discuss the data and warming center services in greater detail and to answer any questions members of Council may have regarding the provision of warming center assistance to persons originating from the Kent community.

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

Thank you.

Attachment

Cc: Hope Jones, Law Director  
Kathy Coleman, Clerk of Council  
Anne Marie Noble, Executive Director, Shepherd's House

**SHEPHERD'S HOUSE WARMING CENTER TRACKING**

DATE IN	CITY & GUEST #	CITY	NIGHT ONLY	NIGHT & DAY	OVERNIGHT LOW DEGREE (F)	DAYTIME LOW DEGREE (F)	RATE
01-10-2025	Kent-01	Kent	X		0		\$50.00
01-12-2025	Kent-01	Kent		X	17	32	\$250.00
01-13-2025	Kent-01	Kent	X		13		\$50.00
01-14-2025	Kent-01	Kent		X	7	16	\$250.00
01-15-2025	Kent-01	Kent	X		7		\$50.00
01-16-2025	Kent-01	Kent	X		14		\$50.00
01-17-2025	Kent-01	Kent	X		28		\$50.00
01-18-2025	Kent-01	Kent	X		24		\$50.00
01-19-2025	Kent-01	Kent	X		15		\$50.00
01-20-2025	Kent-01	Kent		X	1	14	\$250.00
01-21-2025	Kent-01	Kent		X	-7	11	\$250.00
01-22-2025	Kent-01	Kent		X	-15	14	\$250.00
01-23-2025	Kent-01	Kent	X		11		\$50.00
01-24-2025	Kent-01	Kent	X		7		\$50.00
01-25-2025	Kent-01	Kent	X		6		\$50.00
01-26-2025	Kent-01	Kent	X		22		\$50.00
02-08-2025	Kent-01	Kent	X		17		\$50.00
02-09-2025	Kent-01	Kent	X		25		\$50.00
02-10-2025	Kent-01	Kent	X		19		\$50.00
02-11-2025	Kent-01	Kent	X		19		\$50.00
02-12-2025	Kent-01	Kent	X		22		\$50.00
01-13-2025	Kent-02	Kent	X		13		\$50.00
01-14-2025	Kent-02	Kent		X	7	16	\$250.00
01-15-2025	Kent-02	Kent	X		7		\$50.00
01-16-2025	Kent-02	Kent	X		14		\$50.00
01-17-2025	Kent-02	Kent	X		28		\$50.00
01-18-2025	Kent-02	Kent	X		24		\$50.00
01-19-2025	Kent-02	Kent	X		15		\$50.00
01-20-2025	Kent-02	Kent		X	1	14	\$250.00
01-21-2025	Kent-02	Kent		X	-7	11	\$250.00
01-22-2025	Kent-02	Kent		X	-15	14	\$250.00
01-23-2025	Kent-02	Kent	X		11		\$50.00
01-24-2025	Kent-02	Kent	X		7		\$50.00
01-25-2025	Kent-02	Kent	X		6		\$50.00
01-26-2025	Kent-02	Kent	X		22		\$50.00
01-27-2025	Kent-02	Kent	X		12		\$50.00
02-17-2025	Kent-03	Kent		X	8	21	\$250.00
02-18-2025	Kent-03	Kent		X	3	16	\$250.00
01-05-2025	Kent-04	Kent	X		10		\$50.00
01-07-2025	Kent-04	Kent	X		19		\$50.00
01-08-2025	Kent-04	Kent	X		17		\$50.00
01-09-2025	Kent-04	Kent	X		2		\$50.00
01-11-2025	Kent-04	Kent		X	18	27	\$250.00
01-12-2025	Kent-04	Kent		X	17	32	\$250.00
01-13-2025	Kent-04	Kent	X		13		\$50.00
01-14-2025	Kent-04	Kent		X	7	16	\$250.00
01-15-2025	Kent-04	Kent	X		7		\$50.00
01-16-2025	Kent-04	Kent	X		14		\$50.00
01-17-2025	Kent-04	Kent	X		28		\$50.00
01-18-2025	Kent-04	Kent	X		24		\$50.00
01-19-2025	Kent-04	Kent	X		15		\$50.00
01-20-2025	Kent-04	Kent		X	1	14	\$250.00
01-21-2025	Kent-04	Kent		X	-7	11	\$250.00
01-22-2025	Kent-04	Kent		X	-15	14	\$250.00
01-23-2025	Kent-04	Kent	X		11		\$50.00
01-24-2025	Kent-04	Kent	X		7		\$50.00
01-08-2025	Kent-05	Kent	X		17		\$50.00
12-22-2024	Kent-06	Kent		X			\$250.00
01-17-2025	Kent-06	Kent	X		28		\$50.00
01-18-2025	Kent-06	Kent	X		24		\$50.00

**SHEPHERD'S HOUSE WARMING CENTER TRACKING**

DATE IN	CITY & GUEST #	CITY	NIGHT ONLY	NIGHT & DAY	OVERNIGHT LOW DEGREE (F)	DAYTIME LOW DEGREE (F)	RATE
01-19-2025	Kent-06	Kent	X		15		\$50.00
12-12-2024	Kent-07	Kent		X	15	25	\$250.00
12-22-2024	Kent-07	Kent		X	11	26	\$250.00
01-03-2025	Kent-07	Kent	X		20		\$50.00
01-04-2025	Kent-07	Kent	X		16		\$50.00
01-06-2025	Kent-07	Kent	X		18		\$50.00
01-09-2025	Kent-07	Kent	X		2		\$50.00
01-11-2025	Kent-07	Kent		X	18	27	\$250.00
01-13-2025	Kent-07	Kent	X		13		\$50.00
01-14-2025	Kent-07	Kent		X	7	16	\$250.00
01-15-2025	Kent-07	Kent	X		7		\$50.00
01-16-2025	Kent-07	Kent	X		14		\$50.00
01-19-2025	Kent-07	Kent	X		15		\$50.00
01-20-2025	Kent-07	Kent		X	1	14	\$250.00
01-21-2025	Kent-07	Kent		X	-7	11	\$250.00
01-22-2025	Kent-07	Kent		X	-15	14	\$250.00
01-23-2025	Kent-07	Kent	X		11		\$50.00
01-24-2025	Kent-07	Kent	X		7		\$50.00
01-25-2025	Kent-07	Kent	X		6		\$50.00
01-26-2025	Kent-07	Kent	X		22		\$50.00
01-04-2025	Kent-08	Kent	X		16		\$50.00
01-05-2025	Kent-08	Kent	X		10		\$50.00
01-06-2025	Kent-08	Kent	X		18		\$50.00
01-14-2025	Kent-08	Kent		X	7	16	\$250.00
01-19-2025	Kent-08	Kent	X		15		\$50.00
01-15-2025	Kent-09	Kent	X		7		\$50.00
01-16-2025	Kent-09	Kent	X		14		\$50.00
01-21-2025	Kent-09	Kent		X	-7	11	\$250.00
01-22-2025	Kent-09	Kent		X	-15	14	\$250.00
01-23-2025	Kent-09	Kent	X		11		\$50.00
01-15-2025	Kent-10	Kent	X		7		\$50.00
01-16-2025	Kent-10	Kent	X		14		\$50.00
01-21-2025	Kent-10	Kent		X	-7	11	\$250.00
01-22-2025	Kent-10	Kent		X	-15	14	\$250.00
01-23-2025	Kent-10	Kent	X		11		\$50.00
01-27-2025	Kent-11	Kent	X		12		\$50.00
02-16-2025	Kent-12	Kent		X	22	35	\$250.00
02-17-2025	Kent-12	Kent		X	8	21	\$250.00
02-18-2025	Kent-12	Kent		X	3	16	\$250.00
02-08-2025	Kent-13	Kent	X		17		\$50.00
02-10-2025	Kent-13	Kent	X		19		\$50.00
02-11-2025	Kent-13	Kent	X		19		\$50.00
02-12-2025	Kent-13	Kent	X		22		\$50.00
02-17-2025	Kent-14	Kent		X	8	21	\$250.00
02-18-2025	Kent-14	Kent		X	3	16	\$250.00
02-16-2025	Kent-15	Kent		X	22	35	\$250.00
02-17-2025	Kent-15	Kent		X	8	21	\$250.00
02-18-2025	Kent-15	Kent		X	3	16	\$250.00
01-21-2025	Kent-16	Kent		X	-7	11	\$250.00
01-22-2025	Kent-16	Kent		X	-15	14	\$250.00
01-23-2025	Kent-16	Kent	X		11		\$50.00
02-14-2025	Kent-16	Kent		X	9	26	\$250.00
02-16-2025	Kent-16	Kent		X	22	35	\$250.00
02-17-2025	Kent-16	Kent		X	8	21	\$250.00
02-18-2025	Kent-16	Kent		X	3	16	\$250.00
02-11-2025	Kent-17	Kent	X		19		\$50.00
02-12-2025	Kent-17	Kent	X		22		\$50.00

**SHEPHERD'S HOUSE WARMING CENTER TRACKING**

DATE IN	CITY & GUEST #	CITY	NIGHT ONLY	NIGHT & DAY	OVERNIGHT LOW DEGREE (F)	DAYTIME LOW DEGREE (F)	RATE
02-13-2025	Kent-17	Kent		X	18	42	\$250.00
02-14-2025	Kent-17	Kent		X	9	26	\$250.00
02-15-2025	Kent-17	Kent		X	25	36	\$250.00
02-16-2025	Kent-17	Kent		X	22	35	\$250.00
02-17-2025	Kent-17	Kent		X	8	21	\$250.00
02-18-2025	Kent-17	Kent		X	3	16	\$250.00
02-13-2025	Kent-18	Kent		X	18	42	\$250.00
02-15-2025	Kent-18	Kent		X	25	36	\$250.00
02-16-2025	Kent-18	Kent		X	22	35	\$250.00
02-17-2025	Kent-18	Kent		X	8	21	\$250.00
02-18-2025	Kent-18	Kent		X	3	16	\$250.00
02-14-2025	Kent-18	Kent		X	9	26	\$250.00
						<b>TOTAL</b>	<b>\$17,650.00</b>
<b>NOTES:</b>	<b>1) Temperatures from Accuweather for Kent OH</b>						
	<b>2) Awaiting information from SH on 11 dates for which temperatures exceed 22 degrees (\$1,700.00 in rate)</b>						



CITY OF KENT, OHIO  
DEPARTMENT OF BUDGET AND FINANCE  
Rhonda C. Hall, CPA, Director

**TO:** Dave Ruller, City Manager  
**FROM:** Rhonda C. Hall, CPA, Director of Budget and Finance  
**DATE:** 4/29/2025  
**SUBJECT:** West Side Fire Station Renewal Tax Levy

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I am respectfully requesting City Council Committee agenda time at the May 7, 2025 meeting for the purpose of requesting approval to renew the City's current 0.73 mil West Side Fire Station Operating Expense Tax Levy – the resolution to proceed. The requested action from Council is to authorize placing a 0.73 mil Renewal Tax Levy for West Side Fire Station Operating Expenses on the upcoming November 4, 2025 general election ballot.

The Portage County Auditor has certified on April 29, 2025, that the City of Kent will receive \$267,928 in estimated property tax revenue for the life of the levy as long as tax valuations stay constant.

If Council passes the resolution to proceed, a certified copy of the resolution/ordinance will be delivered to the Portage County Board of Elections, along with other materials, before the close of business on August 5<sup>th</sup>.

Should you desire any additional detail concerning this proposed policy, please do not hesitate to let me know and I will be happy to provide whatever I can.

Thank you in advance for your time and assistance in this matter.

A handwritten signature in blue ink that reads "Rhonda C. Hall".

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION DETERMINING TO PROCEED TO SUBMIT TO THE ELECTORS OF THE CITY OF KENT THE QUESTION OF THE RENEWAL OF THE CITY'S EXISTING 0.73-MILL TAX LEVY FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR THE CURRENT EXPENSE OF MAINTAINING AND OPERATING A FIRE STATION IN THE CITY OF KENT WEST OF THE ERIE RAILROAD PURSUANT TO SECTIONS 5705.19(I) AND 5705.191 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY.**

**WHEREAS**, at an election on November 3, 2020, voters of the City of Kent approved the renewal of a 0.73-mill tax levy outside of the ten-mill limitation for the purpose of providing sufficient funds for the current expense of maintaining and operating a fire station in the City of Kent west of the Erie Railroad, for a period of five years, the last collection of which will occur in calendar year 2026; and

**WHEREAS**, on April 16, 2025, this Council adopted Resolution No. 2025-032, pursuant to Section 5705.03 of the Revised Code, declaring it necessary to renew the City's existing 0.73-mill tax levy for the purpose of providing sufficient funds for the current expense of maintaining and operating a fire station in the City of Kent west of the Erie Railroad and requesting the Portage County Auditor (the "County Auditor") to certify the certifications set forth in Section 5705.03(B)(2) of the Revised Code, as applicable to the proposed renewal levy; and

**WHEREAS**, in accordance with that Resolution and Section 5705.03(B) of the Revised Code, on April 29, 2025, the County Auditor certified (on DTE 140R) that (i) the property tax revenue that will be produced by the stated millage (0.73 mills), assuming the taxable value of the City remains constant throughout the life of the levy, is calculated to be \$267,928 (ii) the total taxable value of the City used in calculating the estimated property tax revenue is \$620,577,690 and (iii) the millage for the requested levy is 0.73 mills per \$1 of taxable value, which amounts to \$14 for each \$100,000 of the County Auditor's appraised value;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Kent, Portage County, Ohio, not less than *two-thirds* of all the members elected thereto concurring:

**SECTION 1.** As used in this Resolution and in accordance with Section 5705.03(B)(1)(a) of the Revised Code, "mills" refers to mills for each one dollar of taxable value.

**SECTION 2.** This Council hereby finds, determines and declares that the amount of taxes which may be raised by the City within the ten-mill limitation by levies on the current tax list and duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City, and that it is necessary to levy a tax in excess of that limitation at the rate of 0.73 mills, for five years, for the purpose of providing sufficient funds for the current expense of maintaining and operating a fire station in the City of Kent west of the Erie Railroad, and specifically that it is necessary to renew, for five years, the existing 0.73-mill tax levy for that purpose, as authorized by Sections 5705.19(I) and 5705.191 of the Revised Code, which amounts to \$14 for each \$100,000 of the County Auditor's appraised value as certified by the County Auditor, commencing with tax year 2026, the proceeds of which levy first would be due and collected and made available to this City in calendar year 2027.

**SECTION 3.** The question of renewing the City's existing 0.73-mill ad valorem property tax levy in excess of the ten-mill limitation for the purpose of providing sufficient funds for the current expense of maintaining and operating a fire station in the City of Kent west of the Erie Railroad, for a period of five years, commencing with the tax list and duplicate for the year 2026, the proceeds of which levy first would be due and collected and made available to the City in calendar year 2027, shall be submitted under the provisions of Sections 5705.19(I) and 5705.191 of the Revised Code to the electors of the City of Kent at an election to be held therein on November 4, 2025, as authorized by law. That election shall be held at the regular places of voting in this City as established by the Board of Elections of Portage County, or otherwise, within the times provided by law and shall be conducted, canvassed and certified in the manner provided by law. A majority vote of the electors voting on that question at that election will be required for passage.

**SECTION 4.** The Clerk of Council is hereby further directed to deliver or cause to be delivered to the Portage County Board of Elections before 4:00 p.m., or the earlier close of business, on Wednesday, August 6, 2025: (i) a certified copy of Resolution No. 2025-032, adopted on April 16, 2025, and referred to in the second preamble

to this resolution, (ii) a copy of the related County Auditor's certificate referred to in the third preamble to this resolution and (iii) a certified copy of this resolution.

**SECTION 5.** That this Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Council and of any of its committees that resulted in such formal action were held, in meetings open to the public, in compliance with the law.

**SECTION 6.** That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City and for the further reason that it is necessary that this Resolution be effective so that it can be timely filed with the Board of Elections in order to submit the question of the levy to the electors at an election on November 4, 2025; for which reason and other reasons manifest to this Council this Resolution shall take effect and be in force immediately upon its adoption; for which reason and other reasons manifest to this Council this Resolution shall take effect and be in force immediately upon its adoption.

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

\_\_\_\_\_  
Jerry T. Fiala  
Mayor and President of Council

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

ATTEST: \_\_\_\_\_  
Kathleen Coleman  
Clerk of Council

**I, KATHLEEN COLEMAN, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF RESOLUTION No. 2025-\_\_\_\_\_, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON \_\_\_\_\_, 2025.**

(SEAL)

\_\_\_\_\_  
**KATHLEEN COLEMAN  
CLERK OF COUNCIL**



CITY OF KENT, OHIO  
DEPARTMENT OF BUDGET AND FINANCE  
Rhonda C. Hall, CPA, Director

**To:** Dave Ruller, City Manager  
**From:** Rhonda C. Hall, CPA, Director of Budget and Finance  
**Date:** April 28, 2025  
**Re:** FY2025 Appropriation Amendment #3

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**The following appropriation amendments for the May Council Committee Agenda are hereby requested:**

**Fund 001 – General**

Increase	\$ 91,000	General / Urban Renewal / Other (O&M) – Appropriation of grant funding from Portage Cty Land Bank for the demolition of 266 N. Water St. bldg, B. Susel 4/23/25 memo.
Increase	12,000	General / Comm Development / Other (O&M) – Appropriate add'l funds to assist Shepherd's House for this past winter's warming center, B. Susel 4/23/25 memo.
Increase	1,870	General / Building Dept / Other (O&M) – Appropriate funds to cover two 2024 payments that were made in 2025 and came from the 2025 vs 2024 budget, R Hall.
Increase	6,547	General / Comm Devlp / Other (O&M) – Appropriate funds to cover a 2024 payment that was made in 2025 and came from the 2025 vs the 2024 budget, R Hall.

**Fund 116 – Income Tax**

Increase	\$ 30,000	Income Tax / Other (O&M) – Appropriate add'l funds to cover the income tax share to KCSD for the Enterprise Zone, B. Susel 4/23/25 memo.
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**Fund 128 – Fire and EMS**

Increase	\$ 7,950	Fire & EMS/ Other (O&M) – Reappropriate First Responder Wellness Grant fund received in 2023 for half to be paid in 2023, per J Samles 4/28/23 memo.
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# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 23, 2025

TO: Rhonda Hall, Budget & Finance Director

FROM: Bridget Susel, Community Development Director 

RE: Appropriations Memo: Building Demolition & Site Restoration Program Grant

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In September 2024, the City entered into a subrecipient agreement with the Portage County Land Reutilization Corporation (PCLRC-Land Bank) for a grant award of \$91,000.00 to be used for the demolition of the City-owned building located at 266 N. Water Street.

The grant funds are a pass-through from the State of Ohio Building Demolition and Site Revitalization Program (BDSR). The grant funds will be provided to the City on a reimbursement basis after costs associated with the demolition project have been finalized and paid.

I respectfully request that \$91,000.00 be appropriated to the Urban Renewal line 001.09.570.406.7340 for the demolition project.

Please let me know if you need any additional information in order to include this item in the May 7, 2025 budget appropriations request submitted to City Council.

Thank you.



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 23, 2025

TO: Rhonda Hall, Budget & Finance Director

FROM: Bridget Susel, Community Development Director *ms*

RE: Appropriations Request: Income Tax Share for Davey Tree Enterprise Zone Agreement

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The City and Portage County entered into an Enterprise Zone (EZ) agreement with The Davey Tree Expert Company in 2021 to provide a real property exemption to Davey for its investment in the 3rd wing expansion at the company's main corporate campus. The agreement is for ten (10) years and requires the City to annually share 50% of the income taxes collected with Kent City Schools (KCS) on the new payroll when the payroll meets or exceeds \$1 million.

Davey's reported 2024 payroll associated with the project was \$7,109,959.00 so an income tax share payment to KCS is required. The City's payment due is \$79,987.04.

I respectfully request an additional \$30,000.00 be appropriated to line 116.07.570.709.7720 so that the payment can be issued.

Please let me know if you need any additional information in order to present this request at the May 7, 2025 Council Committee meeting.

Thank you.



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 23, 2025  
TO: Rhonda Hall, Budget & Finance Director  
FROM: Bridget Susel, Community Development Director *BDS*  
RE: Appropriations Memo: Warming Center Services

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At last month's Council meeting, a motion was made and seconded for the administration to identify a recommended appropriation amount for the warming center services provided by Shepherd's House for the most recent winter season (December 2024-February 2025). Council requested this analysis be done to identify an annual "not to exceed" appropriations amount for the provision of the warming center services for this recent winter as well as for future years.

After completing a review of three winter seasons and the cost for day/night and night only warming center services, the administration is recommending an appropriation amount of \$12,000.00 for the payment to Shepherd's House for this most recent winter and to include \$12,000.00 as the not to exceed appropriation amount in future budgets.

I respectfully request that \$12,000.00 be appropriated to the Social Service Contracts line 001.04.540.401.7560 in order to provide payment to Shepherd's House for the provision of warming center services.

Please let me know if you need any additional information in order to include this item in the May 7, 2025 budget appropriations request submitted to City Council.

Thank you.



# City of Kent Fire Department

320 S. Depeyster Street • Kent, Ohio 44240  
P: (330) 676-8814 F: (330) 676-7374



## MEMORANDUM

**To:** Rhonda Hall, Finance Director  
**From:** Chief James Samels  
**Date:** April 28, 2025  
**Subject:** Reappropriation for Wellness Grant

This memorandum is to serve as a request to reappropriate and use funds from the First Responder Wellness Grant from 2024 into 2025.

In 2023, our police and fire departments were jointly awarded \$102,500 in ARPA funding passed through the Ohio Emergency Management Agency for first responder wellness. The unused 2023 funds were reappropriated to 2024 at the beginning of last year.

This memo serves as a request to reappropriate the remaining funds left on this line, as follows: \$7,948.90 on 128-01-510-118.7340.

Sincerely,

A handwritten signature in blue ink that reads 'James C. Samels'.

Chief James Samels



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 29, 2025

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *BS*

RE: Proposed Text Amendments to Zoning Code

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Pursuant to prior discussions with Kent City Council, the Community Development Department has been developing Zoning Code regulation language in order to codify the recommendations included in the "Update to the Design Guidelines" that was approved by Council in December 2023.

As a reminder, CT Consultants, the firm hired to develop the "Update to the Design Guidelines," also provided suggestions for developing regulations (standards) for codifying the design guidelines.

In October 2024, Council approved the first design-related Zoning Code amendments specific to the "Downtown/West River Overlay District" (Chapter 1104). Attached are the second design-related proposed amendments to Chapter 1104 of the Zoning Code. These proposed regulations address exterior building design, including exterior elements/features, materials and massing.

The Community Development Department also is addressing some other needed text amendments that will assist with clarifying some existing regulations, update Zoning District use tables to include the correct name for a previously amended land use, and add a requirement for the complete removal of abandoned outdoor lighting fixtures.

Staff met with the Planning Commission on March 18, 2025 to discuss the proposed text amendments and the Planning Commission voted unanimously to recommend Kent City Council approve all of the proposed text amendments. Attached is the detail of the various changes. Stricken language is shown in red/strikethrough, and the addition of new language is shown in blue.

The following chapters incorporate proposed text amendments:

- CHAPTER 1103: ZONING DISTRICTS, LAND USE, AND ZONING MAP
- CHAPTER 1104: SUPPLEMENTAL ZONING DISTRICT STANDARDS AND OVERLAY ZONING DISTRICTS
- CHAPTER 1106: GENERAL PROVISIONS

I am respectfully requesting time at the May 7, 2025 Council Committee meeting to discuss the proposed text amendments recommended by the Planning Commission in greater detail and to request Council authorization, with emergency, to incorporate the text amendments into the City's Zoning Code.

Please let me know if you require any additional information in order to add this item to the Land Use Committee agenda. Thank you.

Cc: Hope Jones, Law Director  
Eric Fink, Assistant Law Director  
Tim Sahr, Development Engineer  
Kailyn Cyrus, Development Planner  
Kathy Coleman, Clerk of Council

Attachment

Staff is recommending proposed amendments to the City of Kent Planning and Zoning Code for two new land uses: (Black text = existing to remain; Blue text = proposed new text, Green text = existing headings in Zoning Code, red text = stricken language, Purple text = discussion item only)

**Proposed Zoning Code Text Amendments**

**1103.07 TABLE OF LAND USES BY DISTRICT**

Land Use	O-R	R-1	R-2	R-3	R-3A	R-4	R-C	C-R	IC-R	C	C-D	N-C	U	R-T-O	I	Development Condition
<del>Accessory Buildings</del> Subordinate Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section <a href="#">1106.10</a>

- SECTION 1103.08: O-R: OPEN SPACE-RECREATION DISTRICT**
- SECTION 1103.09: R-1: LOW DENSITY RESIDENTIAL DISTRICT**
- SECTION 1103.10: R-2: MEDIUM DENSITY RESIDENTIAL DISTRICT**
- SECTION 1103.11: R-3: HIGH DENSITY RESIDENTIAL DISTRICT**
- SECTION 1103.12: R-3A: EXTENDED HIGH DENSITY RESIDENTIAL DISTRICT**
- SECTION 1103.13: R-4: MULTIFAMILY RESIDENTIAL DISTRICT**
- SECTION 1103.14: R-C: HIGH DENSITY MULTIFAMILY-COMMERCIAL DISTRICT**
- SECTION 1103.15: C-R: COMMERCIAL HIGH DENSITY MULTIFAMILY RESIDENTIAL DISTRICT**
- SECTION 1103.16: IC-R: INTENSIVE COMMERCIAL RESIDENTIAL DISTRICT**
- SECTION 1103.17: C: COMMERCIAL DISTRICT**
- SECTION 1103.18: C-D: COMMERCIAL DOWNTOWN DISTRICT**
- SECTION 1103.19: N-C: NEIGHBORHOOD COMMERCIAL DISTRICT**
- SECTION 1103.20: U: UNIVERSITY DISTRICT**
- SECTION 1103.21: R-T-O: RESEARCH, TECHNOLOGY AND OFFICE DISTRICT**
- SECTION 1103.: I: INDUSTRIAL DISTRICT**

Strike and amend the language, as listed below, in every table in the above specified Zoning Code sections:

(b) Permitted Uses.	(c) Conditionally Permitted Uses.
(1) <del>Accessory Buildings</del> Subordinate Structures (Section <a href="#">1106.10</a> )	



## **1106.12 FENCES AND WALLS.**

(g) Maximum Height. No fence or wall hereafter erected may be in excess of six (6) feet in height above the grade of the surrounding land, except that the **Planning Commission Community Development Director** may approve a height of up to eight (8) feet if the **Planning Commission Community Development Director** determines that a higher fence is necessary for the safety and security of the site based on the use of the site or any use of an adjoining site.

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## **1106.17 EXTERIOR LIGHTING AND GLARE.**

**(E) Abandoned and Inoperable Lighting.** When a light fixture is removed or deemed abandoned or inoperable, all brackets, poles, bases, wiring and any other structural element that was part of or in support of a lighting fixture must be removed.

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## **1104.01 ARCHITECTURAL DESIGN REVIEW OVERLAY DISTRICTS.**

### **1104.01 (f). Downtown / West River Overlay District Exterior Design Requirements.**

- (1). Signs and Lighting
  - i. Box and cabinet wall signs are prohibited.
  - ii. Internally lit signs are prohibited.
  - iii. Wall and blade signs for street level and second story uses must be externally lit.
  - iv. Wall and blade signs must use dimensional letter forms, a minimum of a half-inch in depth, and cannot be painted acrylic.
  - v. Back-lit/halo illumination signs can be installed on buildings with a minimum of three (3) or more stories, measured from street level finished grade, and that contain commercial or mixed uses.
  - vi. containing commercial or mixed uses and with a minimum of three (3) or more stories, measured from street level finished grade.

(2). Building Design: Exterior Elements, Materials and Massing

- i. Street level/first floor height requirement, measured at grade, is a minimum of twelve (12) feet. Lower street level height is permitted only if the height is the same as abutting properties.
- ii. Materials used on the street level/first floor, measured at grade, exterior building façade frontage must be constructed of durable materials, including but not limited to masonry, stone or other material that requires minimal maintenance. Use of stucco, fiber cement siding, vinyl siding, and exterior insulated finishing systems (EIFS) on the street level, measured at grade, is prohibited.
- iii. Street level/first floor, measured at grade, exterior building facade frontage must incorporate a first or second story façade plane transition element to differentiate the street level first and/or second floor(s) from the upper floors, including, but not limited to cornices, banding, or change in exterior façade materials, that projects a minimum of a one foot from the building façade to differentiate the street level/first and/or second floor(s) from the upper floors.
- iv. Newly constructed buildings must incorporate a minimum of two (2) design elements in the exterior building façade frontage that are visible on abutting properties.
- v. Newly constructed buildings with a height that is more than two (2) feet taller than existing abutting properties must step-back stories above twenty-four (24) feet, measured at grade.

(3) Street Level Windows and Entrances

- i. A minimum of 60% of the street level/first floor, measured at grade, exterior building facade frontage is required to be comprised of windows that allow unobstructed and clear views of the indoor space or product display area.
- ii. Windows situated on the street level/first floor, measured at grade, exterior building facade frontage must be located between 3 feet and 10 feet of the building façade.

- iii. Windows on the street level/first floor, measured at grade, exterior building façade frontage must be of a height that is greater than the window's width.
  - iv. Windows on the street level/first floor, measured at grade, exterior building façade frontage must not exceed fifteen (15) linear feet and are required to be divided by window framing or other design element.
  - v. Reflective glass or reflective coatings on the exterior of a building is limited to a maximum reflectance factor of 0.25.
  - vi. A minimum of one (1) building entrance located on the façade frontage must orient towards the street and be differentiated from the abutting exterior façade through design elements, including but not limited to projected entranceway features, elements and covers.
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Open discussion and input from Planning Commission with regards to regulating exterior façade color (façade and accent elements).

- Two Commissioners stated the property owner/tenant should be able to determine color based on business type and branding without regulatory limitations.
- One Commissioner supported regulating use of neutral color on the main portions of business, but acknowledged difficulty in identifying/defining neutral with enough specificity it could be codified. This Commissioner did not have concern with use of colors for trim/accent features.
- One Commissioner saw both perspectives as having value (regulating color vs. not regulating color).