

ORDINANCE NO. 2025 - 011

AN ORDINANCE AMENDING "PART THIRTEEN-BUILDING CODE" AND "PART FOURTEEN-PROPERTY MAINTENANCE AND HOUSING CODE" OF THE CODIFIED ORDINANCES OF THE CITY OF KENT TO CORRECT CONFLICTING LANGUAGE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to amend "Part Thirteen-Building Code" and "Part Fourteen-Property Maintenance and Housing Code" of the Codified Ordinances in order to address language that is subjective in nature, correct conflicting language in certain sections and more clearly delineate some of the City's property maintenance regulations.

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

SECTION 1. That Council does hereby amend "Part Thirteen-Building Code" and "Part Fourteen-Property Maintenance and Housing Code" of the Codified Ordinances to correct conflicting language per Exhibit "A", attached hereto and made a part thereof.

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: February 19, 2025
Date

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

EFFECTIVE: February 19, 2025
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 011, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON February 19, 2025.

(SEAL)

Kathleen Coleman
KATHLEEN COLEMAN
CLERK OF COUNCIL

Pending List Update

January 2025

ADMINISTRATION

1) Explore Senior Center Advisory Committee. (10/17)

Council has had a couple of presentations and discussions in Committee of the Whole regarding the availability of services/facilities/housing/etc., for seniors in Kent. In a work-session Council also brought in speakers that provide senior services in areas around Kent to share the types of services/facilities that they provide. Council referred the topic of a senior center to Kent Parks and Recreation for further review and recommendations. Individual Council members have made subsequent motions to resume the conversation on senior services in Committee but those motions failed to pass pending the future recommendations from Parks and Recreation.

Recommendation: The Parks Department has yet to share the findings of its P&R Master Plan with Council so I recommend retaining this item on the pending list.

2) Discussion with Franklin Township on Sidewalk Shoveling (9/21)

The staff have not had specific sidewalk shoveling conversations with the Franklin Township but we did collaborate with PARTA and the Township on a successful SR 59 corridor pedestrian safety planning grant application (approved by Council in June 2022) – and that project is moving forward. Staff believes it would be logical to raise the discussion of sidewalk shoveling during and after completion of the project. It's worth noting that the sidewalks on SR59 are ODOT sidewalks, not Franklin Township.

Recommendation: Retain on the pending list until the SR 59 pedestrian safety corridor project is complete.

3) Review of Roadwork Needed on Portage Street (5/23)

Jim worked with Central Maintenance and a contractor to have street repairs completed on Portage Street in 2024.

Recommendation: Remove from the pending list.

4) Review Language of KRC 339.02 Regarding Semi Parking (3/24)

Staff presented proposed legislative changes to amend the Code to prohibit Semi tractor trailer parking in neighborhoods at the May Committee meeting, and Council adopted those changes at the May Regular Council meeting.

Recommendation: Remove from the pending list.

5) Lifting the Adult Use Marijuana Moratorium (4/24)

At the June 2024 Committee meeting staff presented proposed legislative changes to allow adult use marijuana facilities in existing medical marijuana facilities and within the industrial Zone -- and lifted the moratorium. Council adopted those changes at the June Regular Council meeting. At the July 2024 Committee meeting staff presented an operating agreement with the medical marijuana facility in Kent that included terms for the retail sales of adult use marijuana. Council approved that Agreement at their July Regular Council meeting.

Recommendation: Remove from the pending list.

6) Explore the Use of Consent Agenda (4/24)

Staff presented Council with options for the consideration of using a consent agenda at the August 2024 Committee meeting. Council approved the consent agenda and it began in September 2024.

Recommendation: Remove from the pending list.

7) Recognize Juneteenth as City Holiday (6/24)

In 2024 staff recommended and Council adopted adding Juneteenth as a new City holiday.

Recommendation: Remove from the pending list.

COUNCIL COMMITTEES

1) Land O'Lakes Noise Issue (8/23)

Following presentations in Council, an independent sound study, and multiple meetings with the Land O'Lakes corporate staff, Land O'Lakes changed their plant operations protocols to reduce the noise, and they announced a multi-million dollar plan to replace the equipment that generates the noise and to construct sound barriers.

Recommendation: Remove from the pending list.

2) Noise Ordinance Review (11/24)

Following as request from a resident to reconsider the City's noise ordinance to prevent her from being cited for her dog barking, Council asked staff to report back on possible changes to the noise Ordinance. The staff review is ongoing.

Recommendation: Retain on the pending list.

3) Fur Regulations in Kent (12/23)

Council referred a request from an Aurora resident to consider banning retail fur sales in Kent. The staff studied the issue and discovered that there were no fur retail sales outlets in Kent so the item was not pursued any further. That information was conveyed to the Aurora resident by the City Clerk and no further action was requested.

Recommendation: Remove from the pending list.

4) Downtown Street Closures (1/24)

Council asked the staff to re-evaluate the closing of streets for downtown festivals and the impacts on local businesses. Staff have completed their review, met with downtown business owners, and discussed street closure options with Main Street Kent, the Chamber, and the JC's. Staff is scheduled to present that information to Council at the January or February Committee meeting.

Recommendation: Remove from the pending list.

5) Downtown Historic District (2/24)

With the removal of the statutory role of the Architectural Review Board (ARB), a couple of residents asked for reconsideration of the City designating downtown as an historic district and imposing rules and regulations that would govern the upkeep, renovation and reinvestment of private property within the district. Those residents favor the creation of a local volunteer board to have statutory authority in the oversight of the historic district. Council has previously discussed and denied requests to create a legally defined historic district with government driven controls over private property due to the concerns expressed by the private property owners and businesses. Council has approved the local historic designation for a few private property owners that asked voluntarily to have their property designated as historic but has not expressed a willingness to force such measures on private property owners. Staff has focused on finishing integrating the downtown design standards into the City's Zoning Code, some of which have historic elements, before returning to Council for any further discussions on creating an historic district. The design guidelines update in the Zoning Code should be complete in Spring 2025.

Recommendation: Retain on the pending list.

6) Role of the Architecture Review Board (2/24)

With Council's vote to remove the statutory authority (formerly granting a certificate of appropriateness) from the Architectural Review Board, there were comments from former members of the ARB and Council questioning the need to continue to have a volunteer board function in an advisory role only. Staff reports that for years the ARB only had an advisory role, but during the massive downtown redevelopment, the ARB's functions were expanded to provide an added layer of continuity and compatibility with the millions of dollars being invested in downtown Kent's redevelopment. The pace of that redevelopment has slowed significantly, and Council started getting complaints from local property owners over subjective rulings of the ARB which led to Council's directive to integrate the design standards directly into the Zoning Code rather than relying on personal interpretations of the Code by members of the ARB. Once the design guidelines have been fully integrated into the Zoning Code, staff will return to Council to discuss the future of the ARB.

Recommendation: Retain on the pending list.

7) Parks and Recreation Resident Survey and Master Plan (2/24)

At Council's request, Angela (and her consulting firm) provided Council with a presentation on the results of the community survey and master plan for Kent Parks and Recreation.

Recommendation: Remove from the pending list.

8) Requirement for In Person Board Interviews (3/24)

This item has not been completed by the staff, so I recommend keeping it on the pending list.

Recommendation: Retain on the pending list.

9) Arborist and Health Department Included in Rental Inspections (6/24)

This item has not been completed by the staff, so I recommend keeping it on the pending list.

Recommendation: Retain on the pending list.

10) Warming Centers for the Unhoused (9/24)

This item has not been completed by the staff, so I recommend keeping it on the pending list.

Recommendation: Retain on the pending list.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 26, 2025

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director

RE: Amendments: Part Thirteen-Building Code & Part Fourteen-Property Maintenance and Housing Code

The Community Development Department conducted a detailed review of “Part Thirteen-Building Code” and “Part Fourteen-Property Maintenance and Housing Code” of the Kent Codified Ordinances (KCO) and identified proposed amendments in order to address language that is subjective in nature, correct conflicting language in certain sections, and more clearly delineate some of the City’s property maintenance regulations.

I am respectfully requesting time at the February 5, 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 Code Enforcement Staff

1401.01 PURPOSE AND INTENT.

These regulations shall be known as the Property Maintenance Code of the City of Kent, Ohio. The Property Maintenance Code was adopted using the 2006 International Property Maintenance Code, as amended, and with revisions. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare in so far as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

1405.03 PROSECUTION OF VIOLATION.

Any person failing to comply with a notice of violation or order served in accordance with the provisions of this Chapter shall be deemed guilty of a ~~misdemeanor or~~ civil ~~infraction~~ offense as specified in Section 501.13 “Civil Offenses” of the Kent Codified Ordinances ~~determined by the City of Kent, and the violation shall be deemed a strict liability offense.~~

1405.04 VIOLATION PENALTIES.

~~Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~ Any owner, contractor, developer, operator or designer in violation of the standards set forth in this Section shall be subject to a civil offense in accordance with Section 501.13 of the Codified Ordinances, including the right to notice, the right to answer a charge, the right to appeal, the amount of the fine, and the City’s right to have the fine increase. Issuing a Notice of Civil Offense does not limit the City of Kent from pursuing any other additional remedies not prohibited by ordinance.

CHAPTER 1407

Condemnation and Demolition

1407.02 Notices and orders.

1407.03 ~~Failure to comply.~~ Corrective Action-Condemnation

1407.04 ~~Salvage materials.~~ Corrective Action -Demolition

~~1407.03~~ 1407.05 Failure to comply.

~~1407.04~~ 1407.06 Salvage materials.

1407.01 GENERAL.

The Code Official shall order the owner of any property, upon which is located any structure, which in the Code Official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such.

1407.03 CORRECTIVE ACTION - CONDEMNATION.

Any dwelling or structure shall be designated as unfit for human habitation when any of the following defects or conditions are found, and when, in the judgment of the Code Officer, such defects create a hazard to the health, safety, or welfare of the occupants or to the public. Such designation shall be declared whenever said structure:

- (a) Is damaged, decayed, dilapidated, unsanitary, unsafe, and/or vermin infested and/or contains hazardous levels of lead based paint or other substance, or
- (b) The general condition of the occupied premises is unsanitary, unsafe and/or unhealthful, or
- (c) It meets two or more of the conditions of a blighted parcel as listed in Section 1.08 of the Ohio Revised Code.

Whenever any dwelling or premise has been designated as unfit for human habitation, the Code Officer shall placard the dwelling or premise indicating that it is unfit for human habitation, and, if occupied, shall order dwelling or premise vacated within a reasonable time.

The owner of any dwelling or structure which has been designated as unfit for human habitation shall be given notice of this order in the manner specified in Section 501.13 “Civil Offenses” of the Kent Codified Ordinances.

Any dwelling or premise which shall have been designated as unfit for human habitation or use, shall not again be used until written approval has been obtained from the Code Officer. The Code Officer shall remove such designation whenever the defects that resulted in condemnation have been eliminated.

1407.04 CORRECTIVE ACTION - DEMOLITION.

The Code Officer shall order a dwelling or structure to be demolished if it has been designated as unfit for human habitation, has been placarded as such, has been vacated, has not been put into proper repair so as to rescind the designation as unfit for human habitation and to cause the placard to be removed, and is determined by the Code Officer not to warrant repairs under applicable sections of the Kent Codified Ordinances.

The owner of any dwelling or structure which has been ordered demolished shall be given notice of this order in the manner specified in Section 501.13 “Civil Offenses” of the Kent Codified Ordinances.

When the owner fails, neglects, or refuses to demolish an unfit, unsafe or unsanitary dwelling or structure within the requisite time, the Code Officer may request the City Law Director apply to a court of competent jurisdiction for a demolition order. The costs and expense of such action shall be paid by the City and may be certified to the County Auditor to be assessed against the property.

A demolition permit is required as outlined in the Codified Ordinances Chapter 1311 , as amended. Removal of utility service connections and foundation material, along with the filling of excavations and ditches, whether carried out by the owner or by the City, shall be performed as outlined in Section 1311.05 , as amended.

1407.~~03~~ 05 FAILURE TO COMPLY.

If the owner of a premises fails to comply with a demolition order within the time prescribed, the Code Official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure

1407.04 06 SALVAGE MATERIALS.

When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale,

after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, to the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

1409.01 GENERAL

(a) Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

(b) Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

(c) Terms Defined in Other Codes. Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, ~~the Kent Zoning Code~~, PART ELEVEN - PLANNING AND ZONING CODE and Chapter 1363 of TITLE SEVEN Environmental Health and Housing Maintenance Code of the Kent Codified Ordinances, the International Plumbing Code, International Mechanical Code or the ICC Electrical Code, such terms shall have the meanings ascribed to them as stated in those codes.

(d) Terms Not Defined. Where terms are not defined through the methods authorized by this section, such terms shall be given a meaning as found in Webster's Dictionary.

~~(e) Parts. Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit" "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."~~

(f) Definitions.

(13) EXTERIOR PROPERTY. The portions of a structure which are exposed to public view and the open space on the premises and on adjoining property under the control of owners or operators of such premises.

(15) GARBAGE. The animal, ~~or~~ vegetable, or other waste resulting from the handling, preparation, cooking and consumption of food or products, but not inclusive of a maintained compost pile.

~~(18) HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.~~

(33) PUBLIC NUISANCE. Public nuisance: Includes, but is not limited to, any of the following:

(1) The physical condition or occupancy of any premises regarded as a public nuisance at common law;

(2) Any premise designated by the Health Department of the City of Kent as unsafe for human habitation.

(3) Any premise that contains a condition which is a fire hazard.

(4) Any premise that is unsanitary, or that is littered with rubbish or garbage, or that has an uncontrolled growth of weeds;

(5) Any structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.

(6) Graffiti which remains upon any building, property or premise, in excess of fourteen days.

(7) Any accumulation upon any lot of land of earth, rubbish or other material which attracts or propagates rats, vermin or insects in such manner that it endangers the public, health, safety, welfare of property.

(8) Any building or structure upon any lot of land is so out of repair that it constitutes a hazard.

(9) Any condition that exists which has been declared a public nuisance by the Ohio Revised Code.

~~(33)~~ (34) PUBLIC-RIGHT-WAY. See Kent Zoning Code Definition

~~(35) ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.~~

~~(36) SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.~~

~~(37) STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.~~

~~(38)~~ (35) STRUCTURE. See Kent Zoning Code Definition.

~~(39)~~ (36) TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

~~(40)~~ (37) TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

~~(41)~~ (38) ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to eighty percent (80%) or less of the maximum strength.

~~(42)~~ (39) VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

~~(43)~~ (40) WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

~~(44)~~ (41) YARD. See Kent Zoning Code Definition.

1410.03 VACANT STRUCTURES, LANDS AND LOTS.

(a) All vacant structures and premises thereof or vacant lands and lots shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

(b) If any vacant structure and premises thereof or vacant land or lot shall become blighted, it shall be designated a nuisance property affecting or endangering surrounding property and to be detrimental to the public health, safety and general welfare of the community and shall be abated.

Whenever any vacant structure and premises thereof or vacant land or lot is designated a nuisance property, notice of a civil offense shall be given in the manner specified in Section 501.13 “Civil Offenses” of the Kent Codified Ordinances.

Upon the failure, neglect or refusal of any owner to comply with the notice to abate such nuisance property, the Code Official shall advise the Law Director of all the facts and the Law Director shall proceed to exercise on behalf of the City any remedy which shall then be available to it to secure an abatement of such nuisance property, including any that pertains to the abatement of a public nuisance, and to recover any damages or enforce any penalties which may be recovered or imposed by the City.

Vacant lands and lots shall be maintained in accordance with all applicable sections of the Kent Codified Ordinances. Any vacant land or lot shall be provided with grass or other appropriate ground cover or landscaping material so as to assure absorption of rainfall and prevent erosion and paid run off of surface water.

1411.01 GENERAL.

The exterior of a structure, as well as the yard, shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

1411.16 APPURTENANT STRUCTURES.

(a) All structures located in the yard area contiguous to any residential structure, such as sheds, barns, garages, bins and the like, shall be maintained in good repair in conformance with other provisions of this Code having regard to foundations, roofs, and exterior surfaces.

(b) Any broken, deteriorated or decayed fence, yard enclosure or other device or structure located in the yard area contiguous to any residential structure within the City shall be repaired or removed.

1419.01 CORRECTIVE ACTION - CONDEMNATION.

Any dwelling or structure shall be designated as unfit for human habitation when any of the following defects or conditions are found, and when, in the judgment of the Code Officer, such defects create a hazard to the health, safety, or welfare of the occupants or to the public. Such designation shall be declared whenever said structure:

- (a) Is damaged, decayed, dilapidated, unsanitary, unsafe, and/or vermin infested and/or contains hazardous levels of lead based paint or other substance, or
- (b) The general condition of the occupied premises is unsanitary, unsafe and/or unhealthful, or
- (c) It meets two or more of the conditions of a blighted parcel as listed in Section 1.08 of the Ohio Revised Code.

Whenever any dwelling or premise has been designated as unfit for human habitation, the Code Officer shall placard the dwelling or premise indicating that it is unfit for human habitation, and, if occupied, shall order dwelling or premise vacated within a reasonable time.

The owner of any dwelling or structure which has been designated as unfit for human habitation shall be given notice of this order in the manner specified in Section 501.13 "Civil Offenses" of the Kent Codified Ordinances.

Any dwelling or premise which shall have been designated as unfit for human habitation or use, shall not again be used until written approval has been obtained from the Code Officer. The Code Officer shall remove such designation whenever the defects that resulted in condemnation have been eliminated.

1419.02 CORRECTIVE ACTION - DEMOLITION.

The Code Officer shall order a dwelling or structure to be demolished if it has been designated as unfit for human habitation, has been placarded as such, has been vacated, has not been put into proper repair so as to rescind the designation as unfit for human habitation and to cause the placard to be removed, and is determined by the Code Officer not to warrant repairs under applicable sections of the Kent Codified Ordinances.

The owner of any dwelling or structure which has been ordered demolished shall be given notice of this order in the manner specified in Section 501.13 “Civil Offenses” of the Kent Codified Ordinances.

When the owner fails, neglects, or refuses to demolish an unfit, unsafe or unsanitary dwelling or structure within the requisite time, the Code Officer may request the City Law Director apply to a court of competent jurisdiction for a demolition order. The costs and expense of such action shall be paid by the City and may be certified to the County Auditor to be assessed against the property.

A demolition permit is required as outlined in the Codified Ordinances Chapter 1311 , as amended. Removal of utility service connections and foundation material, along with the filling of excavations and ditches, whether carried out by the owner or by the City, shall be performed as outlined in Section 1311.05 , as amended.

CHAPTER 1341

Annual Registration of Vacant Houses and Buildings and Registration Fees

- ~~1341.01 Purpose.~~
- ~~1341.02 Definitions and applicability; registration statement and fees.~~
- ~~1341.03 Application.~~
- ~~1341.04 Applicability.~~
- ~~1341.05 Issuance.~~
- ~~1341.06 Vacated Building Maintenance Standards.~~
- ~~1341.07 Registration statement and fees; local agent; postings.~~
- ~~1341.08 Procedure for Renewal.~~
- ~~1341.09 Appeal rights.~~
- ~~1341.10 One time waiver of registration fee.~~
- ~~1341.11 Two year waiver.~~
- ~~1341.12 Delinquent registration fees as a lien.~~
- ~~1341.13 Duty to amend registration statement.~~
- ~~1341.14 Exceptions.~~
- ~~1341.15 General liability and fire/casualty insurance requirements.~~
- ~~1341.16 Board of Zoning Appeals.~~
- ~~1341.17 Grounds for appeal.~~
- ~~1341.99 Violations and penalties.~~

1341.01 PURPOSE.

~~—The purpose of this section is to require the registration of any and all vacant houses and buildings within the corporate limits of the City of Kent, and to require property owners to be fined and to pay an annual registration fee to assist the city government, particularly the departments of Police, Fire, Building and Housing, in protecting the public health, safety, welfare and property values; to monitor the number of vacant houses and buildings in the city; to assess property owners for the impact of the effects of the condition of those houses and buildings on nearby businesses and the neighborhoods in which they are located, particularly in light of fire safety hazards, illegal dumping, scrapping, vandalism, general crime and nuisances, and unlawful, temporary occupancy by transients, including illicit drug users and drug traffickers; and to require of the owners of such vacant houses and buildings to register with the City and to pay related fees; and to promote substantial efforts on the party of all property owners to rehabilitate such vacant houses and buildings. The provisions of this section are applicable to the owners of such vacant houses and buildings as set forth herein and are in addition to and not in lieu of any and all other applicable provisions of this chapter, the health and sanitation code, and any other applicable provisions of the Codified Ordinances of the City of Kent or Ohio law.~~

~~(Ord. 2011-124. Passed 12-14-11.)~~

1341.02 DEFINITIONS AND APPLICABILITY; REGISTRATION STATEMENT AND FEES.

~~—For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them as follows:~~

- ~~—(a) **Blighted area:** Shall have the same meaning as Ohio Revised Code Chapter 1.08.~~

~~—(b) **Boarded:** A building or structure subject to the provisions of this section shall be deemed to be "boarded" if in place of one or more exterior doors, other than a storm door, or of one or more windows, there is a sheet or sheets of plywood or similar material covering the space for such door or window.~~

~~—(c) **Exterior maintenance and major systems:** The phrase "exterior maintenance and major systems" shall mean the safe and lawful maintenance of the facade, windows, doors, roof, and other parts of the exterior of the building and the maintenance of its major systems consisting of the roof, the electrical and plumbing systems, the water supply system, the sewer system, and the sidewalk, drive way, if any, area of the lot, as applicable and as enforced by the departments of Building and Housing.~~

~~—(d) **Occupied:** Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this section, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer services; a valid and current Certificate of Business Occupancy, Certificate of Occupancy and registration with the City of Kent's Municipal Income Tax Department, or the most recent, federal, state, or city income tax statements indicating that the subject property is the official business or residence address of the person or business claiming occupancy; or proof of pre-rental inspection.~~

~~—(e) **Open:** A building or structure subject to the provisions of this section shall be deemed to be "open" if any one or more exterior doors other than a storm door is broken, open and, or closed but, without a properly functioning lock to secure it, or if one or more windows is broken or not capable of being locked and secured from intrusion, or any combination of the same.~~

~~—(f) **Owner:** An owner of the freehold of the premises or any lesser estate therein, a mortgagee, a vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation that is directly or indirectly in control of a building subject to the provisions of this section, and as set forth below, regardless of whether or not the property has been transferred from a previous owner to a new owner during a foreclosure action.~~

~~—(g) **Vacant:** A building or structure shall be deemed to be vacant if no person or persons actually or currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s) or tenant-occupant(s), or owner-occupants, or tenant(s) on a permanent, non-transient basis.~~

~~—(h) **Well-kept and Maintained:** A house or building is well-kept and maintained when the property owner has boarded the property and keeps it boarded; the property owner is cutting the grass, weeds and trimming bushes and trees; the property owner is keeping the property free of trash or debris; the property owner is keeping the property painted, sightly and in generally good condition.~~

~~—(Ord. 2011-124. Passed 12-14-11.)~~

~~1341.03 APPLICATION:~~

~~—Application for a Vacated Building Maintenance License shall be made on a form provided by the Chief Building Official and verified by the owner. The application shall disclose all measures to be taken to ensure that the building will be kept weather tight and secure from trespassers, safe for entry by police officers and firefighters in times of emergency, and together with its premises, free from nuisance and in good order. At the time of application, the owner may arrange for a~~

~~preliminary inspection of the premises by a Building Inspector or Housing Inspector in the presence of the owner or an agent of the owner having responsibility for maintenance of the premises. Upon request by the owner, the Building Inspector or Housing Inspector shall, after completing the preliminary inspection, issue a report in writing to the owner specifying the reasons why the premises does not conform with the vacated building maintenance standards set forth in this ordinance. Upon conclusion of the time for compliance and an extension granted pursuant to Section 1341.06 of this ordinance, the Building Inspector or Housing Inspector shall conduct a final inspection to determine if the premises conforms with the vacated building maintenance standards set forth in this ordinance. If the owner fails or refuses to consent to and arrange for an inspection, the Community Development Director, Chief Building Official, Chief of Fire must first obtain a search warrant from a court of competent jurisdiction to authorize inspection of the premises for the purpose of determining the structural integrity of the building~~
(Ord. 2011-124. Passed 12-14-11.)

~~1341.04 APPLICABILITY.~~

~~—The requirements of this section shall be applicable to each owner of any building that is not a dwelling that shall have been vacant and not maintained for more than 45 consecutive days, and to each owner of any property consisting of one or more vacant dwellings that shall have been vacant for more than 45 consecutive days. Each such property owner shall cause to be filed a notarized registration statement, which shall include the street address and parcel number of each such vacant building, the names and addresses of all owners, as hereinafter described, copies of each owner's driver's license and any other information deemed necessary by the departments of Building and Housing. The registration fee(s) shall be billed by the Building Department and shall be paid no later than December 31 of each year. For purposes of this section, the following shall also be applicable:~~

~~(a) If the owner is a corporation, the registration statement shall provide the names and residence addresses of all officers and directors of the corporation and shall be accompanied by a copy of the most recent annual franchise tax report filed with the Secretary of State;~~

~~(b) If an estate, the name, business address and telephone number of the executor of the estate;~~

~~(c) If a trust, the name, residential addresses and telephone numbers of all trustees, grantors, and beneficiaries;~~

~~(d) If a partnership, the names, residential addresses and telephone numbers of all partners with an interest of 10 percent or greater;~~

~~(e) If any other form of unincorporated association, the names, residential addresses and telephone numbers of all principals with an interest of 10 percent or greater; and~~

~~(f) If an individual person, the name, residential address, direct telephone number and other contact information of that individual person.~~

~~—(Ord. 2011-124. Passed 12-14-11.)~~

~~1341.05 ISSUANCE.~~

~~—The Community Development Director shall authorize the issuance of a Vacated Building Maintenance License of being satisfied after the Chief Building Official, Housing Inspector or Building Inspector has inspected the building and determining that it is in compliance with the Vacated Building Maintenance Standards set forth in Section 1341.06 of this chapter, and that it is adequately protected from intrusion by trespassers and from deterioration by weather.~~

~~(Ord. 2012-21. Passed 02-15-12.)~~

~~1341.06 VACATED BUILDING MAINTENANCE STANDARDS.~~

~~—A building shall be deemed well kept and adequately protected from intrusion by trespassers and from deterioration by the weather if~~

~~—(a) **Building openings:** Doors, windows, areaways and other openings are weather tight and secured against entry by birds, vermin and trespassers. Missing or broken doors, windows and opening coverings are covered with at least one-half inch of CDX plywood, weather protected, tightly fitted to the opening and secured by screws or bolts.~~

~~—(b) **Roofs:** The roof and flashings are sound, tight, will not admit moisture, and drained to prevent dampness or deterioration in the walls or interior.~~

~~—(c) **Drainage:** The building gutters and downspouts are watertight and entire storm drainage system is adequately sized, installed in an approved manner, functional and discharged in an approved manner.~~

~~—(d) **Building Structure:** The building is maintained in good repair, structurally sound, free from debris, rubbish and garbage, and sanitary, and interior floors, walking surfaces and stairs are structurally sound, and interior walls and ceilings are free of loose or hanging plaster and finishes, so as not to pose a threat to the public health or safety.~~

~~—(e) **Structural Members:** The structural members are free of deterioration and capable of safely bearing imposed dead and live loads.~~

~~—(f) **Foundation Walls:** The foundation walls are plumb, free from open cracks and breaks, and rat proof.~~

~~—(g) **Exterior Walls:** The exterior walls are free of holes, breaks, and loose or rotting materials. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.~~

~~—(h) **Decorative Features:** The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features are safe, anchored, and in good repair. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.~~

~~—(i) **Structure Extensions:** All balconies, porches, canopies, marquees, signs, metal awnings, cornices, stairways, fire escapes, standpipes, exhaust ducts and similar features are in good repair, anchored, safe and sound. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.~~

~~—(j) **Chimneys and Towers:** Chimneys, cooling towers, smokestacks, and similar appurtenances are structurally safe. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.~~

~~—(k) **Sidewalk Openings:** Yard walks, steps, and openings in sidewalks are safe for pedestrian travel.~~

~~—(l) **Accessory and Appurtenant Structures:** Accessory and appurtenant structures such as garages, sheds, and fences are free from safety, health, and fire hazards.~~

~~—(m) **Premises:** The premises on which a structure is located is clean, safe and sanitary, maintained free of weeds, junk cars, and litter, and does not pose a threat to the public health or safety.~~

~~—(Ord. 2011-124. Passed 12-14-11.)~~

~~1341.07 REGISTRATION STATEMENT AND FEES; LOCAL AGENT; POSTINGS.~~

~~—(a) If the owner of the property is shown at an address outside the State of Ohio, the registration statement also shall provide the name, address and telephone number of a person who resides~~

~~within the state and who is authorized to accept service of process on behalf of the owners and who shall be designated as a responsible, local party or agent, both for purposes of notification in the event of an emergency affecting the public health, safety or welfare and for purposes of service of any and all notices or registration statements as herein authorized and in connection herewith.~~

~~—**Out of Area Owner Language:**~~

~~—(b) If a vacant property is owned by a corporation and/or out-of-area beneficiary/trustee/owner, a local property management company shall be contracted to perform inspections every six (6) months to verify that the requirements of this chapter, and any other applicable laws, are being met.~~

~~All vacant property shall be posted with name and 24-hour contact phone number of the owner or the local property management company. The posting shall be no less than 18 inches by 24 inches and shall be of a font that is legible from the city public right of way and shall contain along with the name and 24-hour contact number the words “THIS PROPERTY MANAGED BY” and “TO REPORT PROBLEMS OR CONCERNS CALL.” The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of and printed with weather resistant materials.~~

~~—(2) “Out-of-area” owner means an owner that lives outside the State of Ohio.~~

~~—(c) Registration shall be required for all vacant houses and buildings, whether vacant and secure, vacant and open or vacant and boarded; and shall be required whenever any building has remained vacant for 45 consecutive days or more. A house must be vacant for one year prior to registration being required.~~

~~—In no instance shall the registration of a vacant house or building, and the payment of registration fees be construed to exonerate the owner, agent or responsible party from responsibility for compliance with any other building code or housing code requirement. One registration statement may be filed to include all vacant houses and buildings of the owner so registering.~~

~~—The owner of the vacant property, no earlier than November 1 of each calendar year, shall be responsible for the payment of the non-refundable five hundred dollars (\$500.00) annual registration fee. Said fee shall be billed through the Community Development Department and based on the duration of the vacancy as determined by the following scale and conditions:~~

~~No fee for properties vacant less than 365 days if the property is actively being rented, sold or rehabilitated, and that are well-kept and maintained;~~

~~Five hundred dollars (\$500.00) annual registration fee for vacant commercial properties where the owner of the property is maintaining it in such a condition that it is well-kept and maintained; and where the owner is in compliance with all applicable ordinances, city, state and federal tax laws; and where the owner has placed a clearly identifiable placard on the property that contains the names, addresses and telephone numbers of any and all owners as defined by this ordinance;~~

~~One thousand dollars (\$1,000) annually for commercial properties vacant and not well-kept and maintained over 45 days but less than one year;~~

~~Fifty dollars (\$50.00) annually registration fee for residential vacant properties where the owner of the property is maintaining it in such a condition that it is well-kept and maintained; and where the owner is in compliance with all applicable ordinances, city, state and federal tax laws; and where the owner has placed a clearly identifiable placard on the property that contains the names, addresses and telephone numbers of any and all owners as defined by this ordinance;~~

~~Two hundred dollars (\$200.00) annually for residential properties vacant and not well kept and maintained over 45 days but less than one year.~~

~~— (Ord. 2011-124. Passed 12-14-11.)~~

~~**1341.08 PROCEDURE FOR RENEWAL.**~~

~~—At the time of application for a renewal of a vacated building maintenance license the owner may arrange with the Chief Building Official for the inspection of the building, its premises and interior. If the owner fails or refuses to consent to and arrange for an inspection, the Chief Building Official must first obtain a search warrant from a court of competent jurisdiction to authorize inspection of the premises for the purpose of determining the structural integrity of the building, that it will be safe for entry by fire fighters and police officers in time of emergency, and that the building and its contents do not present a hazard to the public during the time that the building remains vacant. The Chief Building Official shall renew a vacated building maintenance license on being satisfied after having inspected the building that the building is in compliance with the vacated building maintenance standards set forth in Section 1341.06 of this ordinance, adequately protected from intrusion by trespassers and from deterioration by the weather, will not be detrimental to the public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood, and will not pose any extraordinary hazard to police officers or fire fighters entering the premises in times of emergency; otherwise the director shall deny renewal.~~

~~—The license renewal shall be for one year, which renewal shall run from the calendar year by the Chief Building Official.~~

~~(Ord. 2011-124. Passed 12-14-11.)~~

~~**1341.09 APPEAL RIGHTS.**~~

~~—The owner shall have the right to appeal the imposition of the registration fees to the Board of Zoning Appeals, upon filing an application in writing with the applicable \$50 non-refundable filing fee to the Building Department no later than 30 calendar days from the date of the billing statement. On appeal, the owner shall bear the burden of providing satisfactory objective proof of occupancy, as defined in Section 1341.02 (d).~~

~~(Ord. 2011-124. Passed 12-14-11.)~~

~~**1341.10 ONE TIME WAIVER OF REGISTRATION FEE.**~~

~~—A one-time waiver of the registration fee or an extension of a waiver for up to 90 days may be granted by the Community Development Director upon application of the owner and upon review and advice of the Law Director, within 30 calendar days from the date of the bill for the registration fee; or if denied by the Community Development Director, upon appeal to the Council, if the owner:~~

~~—(a) Demonstrates with satisfactory proof that he/she is in the process of demolition, rehabilitation, or other substantial repair of the vacant house or building; and~~

~~—(b) Objectively demonstrates the anticipated length of time for the demolition, rehabilitation, or other substantial repair of the vacant house or building; or~~

~~—(c) Provides satisfactory proof that he/she was actively attempting to sell or lease the property during the vacancy period.~~

~~—(d) Has paid all past due vacant registration fees and all other financial obligations and/or debts owed to the City of Kent which are associated with the vacant property. With regard to an extension of a waiver only, the time period of the extension shall commence on the date of the written decision granting the extension and, in no event shall an extension exceed 90 days. An extension of a waiver shall only be granted once.~~

~~—(Ord. 2011-124. Passed 12-14-11.)~~

~~**1341.11 TWO-YEAR WAIVER.**~~

~~—Upon application by the owner and satisfaction of Section 1341.10 (d) above, the Board of Zoning Appeals may grant a one-time two-year waiver of the registration fee, or an extension of a waiver for up to 90 days or if denied by the Community Development Director, upon appeal to the Council, if the owner meets the criteria for non-profit organizations as defined by section 501(c)(3) of the Internal Revenue Code. With regard to an extension of a waiver only, the time period of the extension shall commence on the date of the written decision granting the extension and, in no event shall an extension exceed 90 days. An extension of a waiver shall only be granted once (Ord. 2011-124. Passed 12-14-11.)~~

~~**1341.12 DELINQUENT REGISTRATION FEES AS A LIEN.**~~

~~—After the owner is given notice of the amount of the registration fee due, except for those owners that have properly perfected an appeal pursuant to Sections 1341.10 and 1341.11, and the owner fails to pay the amount due, said amount shall constitute a debt due and owing to the city, and shall constitute a lien. The City shall commence a civil action to collect the unpaid debt.~~

~~(Ord. 2011-124. Passed 12-14-11.)~~

~~**1341.13 DUTY TO AMEND REGISTRATION STATEMENT.**~~

~~—If the status of the registration information changes during the course of any calendar year, it is the responsibility of the owner, responsible party or agent for the same to contact the department of Building and Housing within 30 days of the occurrence of such change and advise the departments in writing of those changes.~~

~~(Ord. 2011-124. Passed 12-14-11.)~~

~~**1341.14 EXCEPTIONS.**~~

~~—This section shall not apply to any building owned by the United States, the state, the city, nor to any of their respective agencies or political subdivisions.~~

~~(Ord. 2011-124. Passed 12-14-11.)~~

~~**1341.15 GENERAL LIABILITY AND FIRE/CASUALTY INSURANCE REQUIREMENTS.**~~

~~—The owner of a building or house kept vacant shall acquire or otherwise maintain general liability insurance in an amount of not less than \$300,000 for buildings designed primarily for use as residential units, including buildings containing no more than four dwelling units; and not less than \$1,000,000 for any other building, including but not limited to buildings designed for manufacturing, industrial, storage or commercial uses, including buildings containing five or more dwelling units. Any insurance policy shall provide for written notice to the Community Development Director within 30 days of any lapse, cancellation or change in coverage. Upon request, the owner shall provide evidence of the insurance to the Director of Law, the Chief of Police, Chief of Fire, Director of Community Development or the Chief Building Official.~~

~~(Ord. 2011-124. Passed 12-14-11.)~~

~~**1341.16 BOARD OF ZONING APPEALS.**~~

~~—(a) Written Determination by the Director: Any person who has a bona fide controversy with the Chief Building Official as to the interpretation or application of a provision or provisions of Chapter 1341 of the codified ordinances, OBC, or other related laws and ordinances subject to administration by the Chief Building Official may apply in writing to the Community Development Director for a written interpretation or ruling, setting forth in the application the provisions of Chapter 1341 of the codified ordinances, and giving full details and any other~~

information, including approved plans when necessary, as may be required by the Chief Building Official to determine a ruling.

~~—(b) Appeals: Any person adversely affected by a ruling of the Chief Building Official inspections issued pursuant to Section 1341.06 may appeal the ruling to the Board of Zoning Appeals.~~

~~—(c) Notice of Appeal: The notice of appeal shall set forth in writing the interpretation, ruling, or order appealed from, and the provisions of all related laws and ordinances involved and shall state wherein the interpretation, ruling, or order is claimed to be erroneous. If the appeal is based on a modified application or alternative arrangement, the notice shall describe the modified application or alternative arrangement that can be put into effect without defeating the public safety, health, and general welfare purpose and intent of the provisions of Chapter 1341 of the codified ordinances.~~

~~—(d) Time Limits on Appeals: A notice of appeal to the Board of Zoning Appeals shall be in writing and filed with the secretary of the board within the time limits provided by this Section. The time for appeal shall be the earliest of the following times:~~

~~—10 days from the date of personal delivery of an order to demolish or barricade a building.~~

~~—15 days from the date of mailing, posting, or delivery to the residence or business of an order to demolish or barricade a building.~~

~~—30 days in all other cases where the board has jurisdiction to hear the appeal.~~

~~—(e) Appeal Fee: With the filing of an appeal, the appellant shall pay the fee prescribed in this ordinance. Such filing fee shall be in addition to the payment of the regular building permit fee and any other fee that thereafter may accrue, and no portion of such filing fee shall be refunded whatever the outcome of the appeal.~~

~~(Ord. 2011-124. Passed 12-14-11.)~~

~~1341.17 GROUNDS FOR APPEAL.~~

~~—An appeal shall be based on one or both of the following grounds:~~

~~—(a) That the interpretation, ruling, or order is erroneous or constitutes an erroneous application of the particular provision of this ordinance or related laws and ordinances involved, or is otherwise contrary to law;~~

~~—(b) That a modified application or alternative arrangement is available and feasible where by the strict application of a particular provision or provisions may be modified without defeating the public safety, health, and general welfare purpose and intent of the provisions of Chapter 1341 and without permitting or constituting a provision for safety or sanitation which would be, or is less safe or sanitary than is required by the Ohio Building Code.~~

~~—(c) That a variance from the applicable section of Chapter 1341, the administration thereof, or any rule or regulation made there under, in the specific case, will not be contrary to the public interest and a literal enforcement of such provisions will result in undue hardship.~~

~~—(Ord. 2011-124. Passed 12-14-11.)~~

~~1341.99 VIOLATIONS AND PENALTIES.~~

~~—The failure or refusal for any reason of any owner, or agent of an owner acting on behalf of the owner, to register a vacant house or building or to pay any fees required to be paid pursuant to the provisions of this section, within 30 days after they become due, shall be fined ten dollars (\$10.00) per day for each day it is late.~~

~~—(a) Renewal Fee: The fee for renewal of a vacated building maintenance license to be determined by Section 1341.07, shall be paid at the time of application for renewal. A renewal~~

~~license shall expire on the annual renewal date. The annual renewal date shall be December 31 of each year.~~

~~—(b) Late Fee: In addition to the amount assessed for the vacated building maintenance license, the Chief Building Official shall charge a late fee equal to the license or renewal fee or \$100.00, whichever is less, if the owner fails to obtain a vacated building maintenance license within the time provided by Section 1341.04 and Section 1341.07 or if the owner fails to apply for renewal of a vacated building maintenance license before the annual renewal date. Unpaid Late Fees shall be considered a debt collectible pursuant to Section 1341.12.~~

~~—(c) Refund: The Community Development Director inspections shall refund the fees for a vacated building maintenance license paid if the subject building is brought into compliance with the standards of Chapter 1341 and reoccupied within one year of payment of the application fee.~~

~~—(d) Revocation of waivers. One year, two year and 90 day extension of waivers issued pursuant to Section 1341.10 and 1341.11 shall be revoked by the Community Development Director if the property owner violates or provides false information in any provision, of sections 1341.03, 1341.06, 1341.07, 1341.08, 1341.13, 1341.15 of this chapter.~~

~~—(Ord. 2011-124. Passed 12-14-11.)~~

~~TITLE TEN – Exterior Property Maintenance Code~~

~~Chap. 1381. Title, scope, and conflict.~~

~~Chap. 1383. Definitions.~~

~~Chap. 1385. Administration and Enforcement.~~

~~Chap. 1387. Exterior Property Maintenance.~~

~~Chap. 1389. Notice of Violation, Corrective Action, and Appeals.~~

~~Chap. 1391. Effective Date.~~



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 21, 2025
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director
RE: Sublease Renewal: Haymaker Farmers' Market

The City of Kent leases the unimproved area on the west side of Franklin Avenue, just south of the Over Easy Restaurant paved parking area, from the Akron Barberton Cluster (ABC) Railway Company (aka Wheeling Lake Erie Railroad (WLER)), in order to provide space for additional long-term parking in the downtown business district.

Since 2012, the City has allowed the Haymaker Farmers' Market to sublease this area for use on Saturday's, from 9:00 a.m. to 1:00 p.m. This year's outdoor season will begin with the first Saturday in April and extend through the last Saturday in November. The Haymakers' Farmers Market is an incorporated nonprofit organization, and it leases the space from the City for the nominal annual fee of \$1.00.

I am respectfully requesting time at the February 5, 2025 Council Committee session to discuss this item in greater detail and to request Council's authorization, with emergency, for the renewal of the sub-lease with the Haymaker Farmers' Market.

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

Thank you.

Attachments

Cc: Hope Jones, Law Director
Kathy Coleman, Interim Clerk of Council

CITY OF KENT, OHIO



SUB-LAND LEASE

THIS SUB-LEASE, made this ____ day of _____, **2025**, between **THE CITY OF KENT, OHIO**, whose address is 301 South Depeyster Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSOR, and **HAYMAKER FARMERS' MARKET**, which has its summer market operations at the intersection of Franklin Avenue and Summit Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSEE.

I. PREMISES

SUB-LESSOR does hereby lease unto SUB-LESSEE certain unimproved land, located in the City of Kent, Portage County, Ohio, hereinafter called "the premises," as shown on the map attached hereto and hereby made a part hereof, described as follows:

Being a rectangular parcel of land located north of Summit Street, west of Franklin Avenue and east of LESSOR's main line track containing an area of 0.168 acres, more or less as shown in green, attached hereto as Exhibit "A."

SUB-LESSOR currently leases the subject premises from Akron Barberton Cluster Railway Company (the ORIGINAL LESSOR) pursuant to a land lease agreement dated October 26, 2011, No. 35-04380, as amended July 16, 2014.

II. TERMS AND CONDITIONS

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

1. Use. SUB-LESSEE shall use and occupy the premises solely for the purpose of a farmers' market held on Saturday morning (9:00 a.m. to 1:00 p.m.).

2. Term and Rent. To hold the demised premises for and during the term of April 5, 2025 through November 29, 2025 (unless sooner terminated as hereinafter provided) for the rent or sum of one dollar (\$1.00) payable in advance.

3. **Expenses.** SUB-LESSOR shall be responsible for snow plowing costs, any utility costs or charges and shall maintain insurance on the premises pursuant to their lease with ORIGINAL LESSOR.

4. **Approval of Plans.** SUB-LESSEE, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, SUB-LESSOR and the ORIGINAL LESSOR. SUB-LESSEE shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent.

5. **Fire and Damage.** SUB-LESSEE shall cooperate with SUB-LESSOR and shall promptly comply with fire prevention measures requested by SUB-LESSOR. SUB-LESSEE shall make no electrical installation or alterations in and to the improvements or electrical circuits (whether for power, light, heat or other purposes) located on the premises except by a duly licensed electrician, and shall make no installation of natural gas, propane, kerosene or other combustion fuel heating or cooling units, except by licensed heating or cooling contractor; and no such alterations or installations shall be made without prior written approval of the ORIGINAL LESSOR.

6. **Ordinances and Regulations.**

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

7. **Maintenance and Repairs.**

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

7.2 SUB-LESSEE will not utilize the City of Kent trash containers or the area near the trash containers, for the disposal of produce, perishable products, boxes, crates, storage containers, bags of trash or any other form of refuse generated by vendors operating on the premises.

7.3 SUB-LESSEE will not make, or permit to be made, any improvements or alterations to the premises without the written consent of the ORIGINAL LESSOR. Approval by the ORIGINAL LESSOR of any improvements or installations made by SUB-LESSEE, or failure of the ORIGINAL LESSOR to object to any work done or material used, or the method of construction or installation, shall not be construed as an admission of

responsibility by the ORIGINAL LESSOR or SUB-LESSOR or as a waiver of any of SUB-LESSEE's obligations under this Sub-Lease.

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

8. Service and Utilities. The ORIGINAL LESSOR will be under no obligation to furnish the premises with water, gas, sewage, electricity, heat or other services and supplies that may be necessary or desirable in connection with SUB-LESSEE use and occupancy of the premises. The SUB-LESSOR shall bear all costs of utilities used on the premises, including heat, electricity, hot water and sewer use charges. SUB-LESSEE shall reimburse SUB-LESSOR for any utilities SUB-LESSEE uses.

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

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

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

12. Claim of Title.

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

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

installation, alteration, maintenance or repair of any building or other improvement on the premises.

13. Termination, Notices and Removal.

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

13.2 Should original LESSOR terminate its lease with SUB-LESSOR, this Sub-lease between SUB-LESSOR and SUB-LESSEE shall also terminate.

13.3 Should SUB-LESSOR default on their lease terms to the ORIGINAL LESSOR, SUB-LESSEE may contact ORIGINAL LESSOR in efforts to step-in for SUB-LESSOR, correct the default of SUB-LESSOR, and take SUB-LESSOR'S role in the original land lease agreement dated October 26, 2011, No. 35-04380.

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

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

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

13.7 If SUB-LESSEE shall fail to make removal of any such property, the ORIGINAL LESSOR shall have the further option to elect and notify SUB-LESSEE that all

right, title and interest of SUB-LESSEE in certain building(s) and/or facility(ies) shall be forfeit and shall vest absolutely in the ORIGINAL LESSOR as of the date of notice of such election.

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

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

15. Insurance.

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

15.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The ORIGINAL LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect SUB-LESSOR from liabilities that may arise out of the performance of the services under this Agreement by SUB-LESSOR, its agents, representatives, employees or subcontractors and SUB-LESSOR is free to purchase additional insurance as may be determined necessary.

16. Condemnation. Should the premises or any part thereof be condemned, appropriated and/or acquired for public use, then this Sub-Lease, at the option of SUB-LESSOR or the ORIGINAL LESSOR, shall terminate upon the date when the premises or part thereof shall be taken. No part of any damages or award shall belong to SUB-LESSEE, except to the extent of any specific award from the governmental authority for improvements

and/or facilities of SUB-LESSEE. SUB-LESSOR's land shall be valued as of such date (or other legal date of valuation) as vacant land, without consideration of this Sub-Lease or SUB-LESSEE improvements on said land as an enhancement or detriment to said land value. Improvements and/or facilities of SUB-LESSEE not so condemned, appropriated and/or acquired shall be removed in accordance with Section 13 hereof.

17. Successors and Assigns.

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

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

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

19. Breach or Waiver. If under the provisions hereof SUB-LESSOR shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a permanent or general waiver of any covenant herein contained nor of any of SUB-LESSOR's rights hereunder. No waiver by SUB-LESSOR of any breach of any covenant, condition or agreement herein contained shall operate as a permanent waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No payment by SUB-LESSEE or receipt by SUB-LESSOR of a lesser amount than the monthly installments

of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction and SUB-LESSOR may accept such check or payment without prejudice to SUB-LESSOR's right to recover the balance of such rent or to pursue any other remedy provided in this Sub-Lease. No re-entry by SUB-LESSOR after a breach shall be considered an acceptance of a surrender of the Sub-Lease.

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

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

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

23. Environmental Compliance.

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

23.2 Without limiting any other provisions of this Sub-Lease, SUB-LESSEE will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to the structures,

equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent the discharge of substances on the land, water, or air.

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

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

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

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

As to SUB-LESSOR:

CITY OF KENT, OHIO
c/o City Manager
301 South Depeyster Street
Kent, Ohio 44240

As to SUB-LESSEE:

HAYMAKER FARMERS' MARKET

(Print Mailing Address)
Kent, Ohio 44240

As to ORIGINAL LESSOR:

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

27. General Provisions.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

III. EXECUTION

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

HAYMAKER FARMERS' MARKET

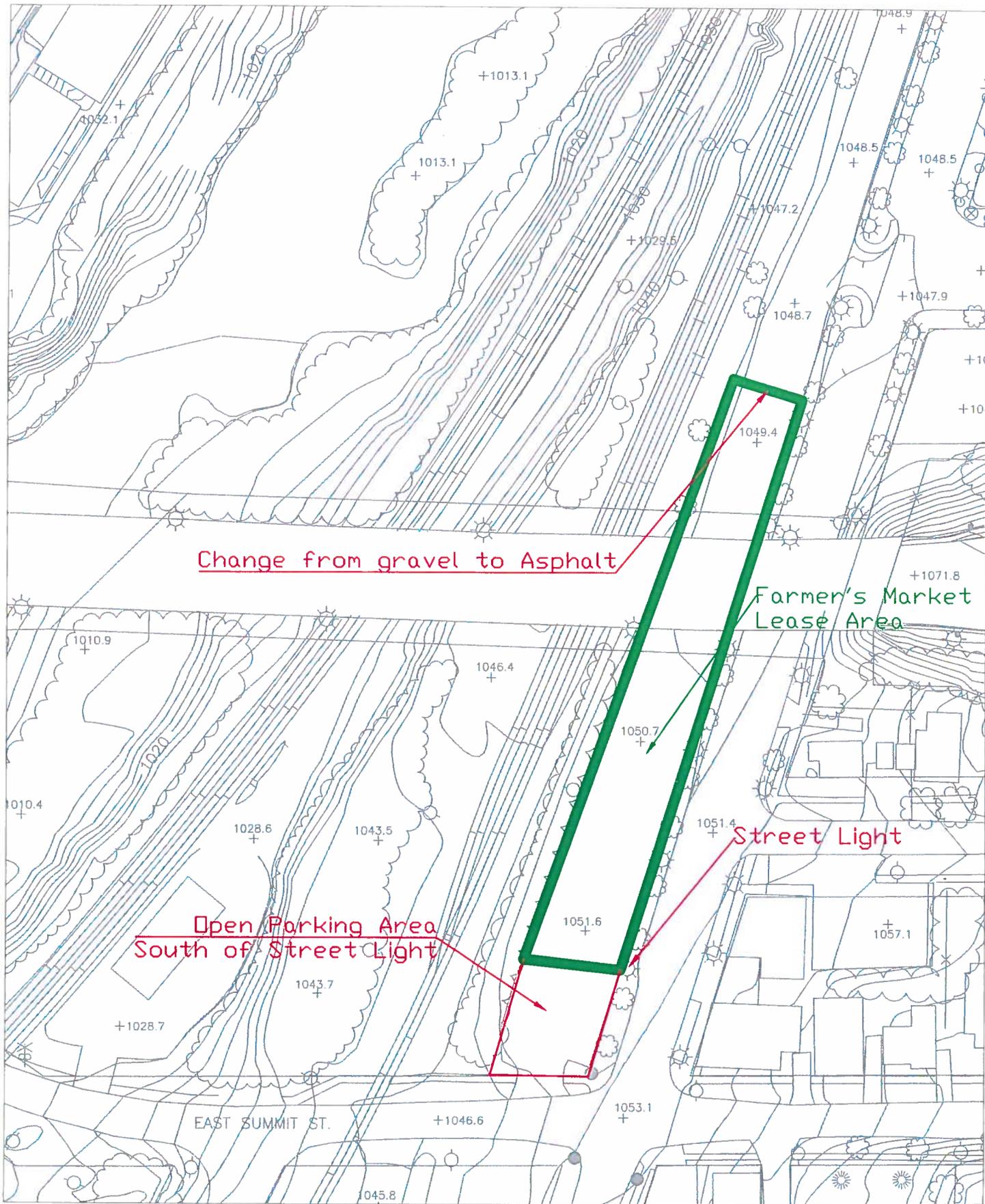
J. Andrew Rome, Director

CITY OF KENT, OHIO

Dave Ruller, City Manager

APPROVED AS TO FORM:

Hope L. Jones, Law Director
City of Kent, Ohio



Farmers Market Exhibit "A"



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 22, 2025
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director
RE: Designation: Hometown Bank Building

The City of Kent's Committee on Design & Preservation received correspondence from Hometown Bank requesting the Committee consider recommending to Kent City Council that the Hometown Bank Building, located at 136 North Water Street, be designated as a "Local Historic Property," as defined in the City's Historic Preservation Chapter 1393.

Pursuant to the requirements of Chapter 1393, the Committee on Design & Preservation held a meeting on January 14, 2025 to discuss the designation request and the members of the Committee voted unanimously to recommend to Council that the Hometown Bank Building be designated as a "Local Historic Property."

A public hearing has been scheduled to be held at 7:00 p.m., at the start of the February 5, 2025 Committee meeting in order to seek comments from the public on the proposed designation.

I am respectfully requesting time at the February 5th Committee meeting to discuss the designation of the building in greater detail and to request Council affirm the Committee on Design & Preservation recommendation and formally approve designating the Hometown Bank building as a "Local Historic Property."

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

Thank you.

Attachment

Cc: Hope Jones, Law Director
Kathy Coleman, Interim Clerk of Council
2025 Hometown Bank Designation File



Bridget Susel
Community Development Director
City of Kent, Ohio
930 Overholt Rd
Kent, OH 44240

Dear Bridget,

This letter and the attached documentation constitute Hometown Bank's formal request to have the property located at 136 North Water Street considered for historical designation.

Designation of the property as a historical building may allow Hometown Bank to be eligible for future grants and tax credits. Having access to these advantages would allow Hometown Bank to continue supporting the community in downtown Kent as it has for over 126 years.

We understand this is a process that will take time and careful consideration, we ask that you keep us abreast of the process as you move through your procedures. If you have any questions regarding our request, please don't hesitate to reach out to either Michael or myself. We look forward to working with you on this project.

Thank you,

A handwritten signature in blue ink, appearing to read 'HTB II', is written over a light blue horizontal line.

Howard T. Boyle II
Chairman of the Board

A handwritten signature in blue ink, appearing to read 'Michael A. Lewis', is written over a light blue horizontal line.

Michael A. Lewis
President and CEO



Inst # 769341

Request for 136 North Water Street to be Designated as a Historical Building

Built in the winter of 1888-1889 and first occupied in the spring of 1889 the Carver Building, now the Hometown Bank Building, has been a successful commercial asset to our community for the past 135 years. We have been fortunate that the that the building has had excellent owners and stewards the entire time of its existence. The first floor of the building had longtime commercial tenants including Keifel Grocery, Getz Brothers Hardware, Barber Shops and Beauty Shops and several confectionery stores and restaurants. On the Second Floor the Knights of Pythias Hall (K &P) as well as the office of Dr. Emily Widdecombe, Kents first female physician, and two apartments. The K & P Hall took half of the second floor and was once also used by the Elks Club.

The building was built on the site of the Levi Reed Livery Stable that burned in 1887. Betsy Carver and her two sons had the building built to continue the retail and commercial area on North Water Street to enhance their other properties south of the new building. At the time it was very uncommon a town to have a female entrepreneur, but Betsy was a powerhouse and controlled her family business after the death of her husband.

In 1898 the founding of the Home Building and Loan company took place in the offices of the Getz Brothers Hardware store and has evolved into the Hometown Bank of today. Over the last forty years the bank purchased the corner lot parcels on which housed the Kent Building that was built in 1836 by the Kent Family as the Franklin Exchange Building. That building burned in 1972. In 1998 the bank designed and built the Hometown Plaza for use of the people of Kent for entertainment purposes. It gave our community a prominent green venue in the downtown and became the front yard of the Hometown Bank Building.

The building was later sold to the tenants of the building with a loose arrangement of percentage of ownership with the Getz Brothers managing the building. It remained in that configuration until it was purchase in the early 1970's. The building was purchased by the Bank, therefore finally consolidating the ownership into a single entity who still owns it today. We feel we have been good stewards of this fine old commercial building since our ownership as well as the Plaza next door.

The building was originally a late century Gothic design, the front façade being destroyed in a fire in February of 1937. The building was redesigned to a more common commercial design and updated in the restoration of the building after the fire in 1937. The bank has continued to remake the building to the period of its original construction. All the storefronts and as well as the original window openings have been preserved. The inside of the building has the original design of the woodwork as found in the rehab and remodeled to the bank needs in the 1970's, 1983 and 2003 renovation

projects. The building may be 135 years old, but it has been updated to all current codes and is effectively new inside.

From the beginning of its occupancy the building has been occupied by dynamic individuals. Community leaders who have served in many capacities such as Mayor, Councilpersons, Members of the Board of Education, Chamber of Commerce leaders as well as other leading professional leaders in their fields of endeavor. Once occupant served for 16 years as our State Representative in Columbus.

We are asking for this designation so that we may in the future avail ourselves of the possible tax credits or grants that we could obtain to maintain or improve this fine old structure. All old buildings are costly to maintain and any help that this would bring us would be helpful.



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: January 28, 2025
Re: FY2025 Appropriation Amendment #1

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

Fund 001 – General

Increase	\$ 18,000	CD / Other (O&M) – Add'l appropriations to cover tuition reimbursement per B. Susel 1/26/2025 memo.
Increase	100,000	Transfers - to the Health Department to help cover cost of new software.

Fund 106 – Parks & Recreation

Increase	\$ 151,000	Parks & Rec/Parks & Rec/ Personnel & Benefits – Appropriation of amount withheld from Orig. 2025 Approved Budget due to Cert. of Est. Resources compliance; City had to file 1 st Amendment with County before appropriating remainder of KCC Approved Budget per R. Hall.
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Fund 107 – Food Service

Increase	\$ 6,600	Food Service/Food Service/Other (O&M) – Approp funds to cover the cost of maintaining the permitting software per J Seidel 1/27/2025 memo.
Increase	14,700	Food Service/Food Service/Capital – Approp funds to cover the cost of implementing a permitting software per J Seidel 1/27/2025 memo.

Fund 110 – Health Department

Increase	\$ 95,000	Health/Health/ Personnel & Benefits – Appropriation of amount withheld from Orig. 2025 Approved Budget due to Cert. of Est. Resources compliance; City had to file 1st Amendment with County before appropriating remainder of KCC Approved Budget per R. Hall.
Increase	5,850	Health/Health/Other (O&M) – Approp funds to cover the cost of maintaining the permitting software per J Seidel 1/27/2025 memo.
Increase	55,566	Health/Health/Capital – Approp funds to cover the cost of implementing a permitting software per J Seidel 1/27/2025 memo.

Continued

Fund 120 – Revolving Housing

Increase	\$ 6,600	Rev Housing/Rev Housing/Other (O&M) – Approp funds to cover the cost of maintaining the permitting software per J Seidel 1/27/2025 memo.
Increase	14,700	Rev Housing/Rev Housing/Capital – Approp funds to cover the cost of implementing a permitting software per J Seidel 1/27/2025 memo.

Fund 124 – Income Tax Safety

Increase	2,755	Income Tax Safety/Police Dept/ Other (O&M) – Re-appropriate funds to be paid out in 2025 for college tuition reimbursement per N. Shearer 1/27/2025 memo.
Increase	24,939	Income Tax Safety/ Other (O&M) – Re-appropriate 1st Responders Wellness Grant received in 2023 to be spent in 2025 per N. Shearer 1/27/2025 memo.

Fund 128 – Fire and EMS

Increase	220,000	Fire & EMS/ Capital – Re-appropriate fund for the Replacement Med Unit per J. Samels memo dated 1/17/2025.
Increase	25,000	Fire & EMS/ Capital – Re-appropriate Public Training Facility Study per J. Bowling memo dated 1/17/2025.

Fund 130 – Swimming Pool

Increase	\$ 2,950	Swim Pool/Swim Pool/Other (O&M) – Approp funds to cover the cost of maintaining the permitting software per J Seidel 1/27/2025 memo.
Increase	13,034	Swim Pool/Swim Pool/Capital – Approp funds to cover the cost of implementing a permitting software per J Seidel 1/27/2025 memo.

Fund 201 – Water

Increase	\$ 25,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for the Majors/Stinaff/Cuyahoga Waterline Replacement.
Increase	7,500	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for the Utility Mapping Update Project.
Increase	50,000	Capital / SVC – Capital Facilities – Re-Approp PCWR Joint Water Planning Study.
Increase	125,000	Capital / SVC – Capital Facilities – Re-Approp Water Meter Replacement.
Increase	6,142	Capital / SVC – Capital Facilities – Re-Approp Pump Room Upgrades.
Increase	11,511	Capital / SVC – Capital Facilities – Re-Approp Lime Slaker Modifications.
Increase	270,800	Capital / SVC – Capital Facilities – Re-Approp Surge Protection Imprvts.
Increase	1,103	Capital / SVC – Capital Facilities – Re-Approp 500k/400k Water Tanks Rehabilitation.
Increase	5,000	Capital / SVC – Capital Facilities – Re-Approp Service Admin Bldg Remodeling.
		(all of above Fund 201 Re-appropriations are per J. Bowling 1/17/2025 memo)
Increase	80,000	Water / Water / Other (O&M) - Approp for an increase in the cost of lime for the water plant, per J Ellison 1/2/25 memo.

Continued

Fund 202 – Sewer

Increase	7,500	Capital / SVC – Capital Facilities – Re-appropriate 2024 and prior year funds for Utility Mapping Update Project.
Increase	40,000	Capital / SVC – Capital Facilities – Re-appropriate 2024 funds for Decommissioning Yacavona PS.
Increase	25,000	Capital / SVC – Capital Facilities – Re-appropriate 2024 and prior year funds for Sanitary Design Standards.
Increase	12,500	Capital / SVC – Capital Facilities – Re-Approp 2024 Eng. Specifications Update.
Increase	12,500	Capital / SVC – Capital Facilities – Re-Approp 2024 Eng. Standard Construction Drawing Update.
Increase	30,715	Service / SVC – Capital Facilities – Re-appropriate 2024 and prior year funds for Digester Heat Exchanger.
Increase	13,906	Service / WRF / Capital – Re-Approp Return Pumps.
Increase	16,500	Service / WRF / Capital – Re-Approp WRF Forklift.
Increase	15,000	Service / WRF / Capital – Re-appropriate 2024 funds for the Plant Sump Pumps.
Increase	10,000	Service / WRF / Capital – Re-Approp Press Rehabilitation.
Increase	4,000	Service / WRF / Capital – Re-Approp Safety Equipment.
Increase	14,400	Service / WRF / Capital – Re-appropriate 2024 funds for the WRF Forklift.
Increase	11,071	Service / WRF / Capital – Re-appropriate 2024 funds for the Replacement Pump for College Towers Lift Station.
Increase	100,000	Service / WRF / Capital – Re-Approp Rehab No. 1 Primary Clarifier
Increase	5,000	Service / WRF / Capital – Re-Approp Service Admin Bldg Remodeling.

(all of above Fund 202 Re-appropriations are per J. Bowling 1/17/2025 memo)

Fund 208 – Storm Water

Increase	\$ 25,000	Capital / SVC – Capital Facilities – Re-appropriate 2024 and prior year funds for Majors/Stinaff/Cuyahoga Waterline Replacement.
Increase	40,000	Capital / SVC - Capital Facilities – Re-appropriate 2024 and prior year funds for Storm Sewer Design Standard Update.
Increase	12,500	Capital / SVS – Capital Facilities – Re-Approp 2024 Eng. Specifications Update.
Increase	12,500	Capital / SVS – Capital Facilities – Re-Approp 2024 Eng. Standard Construction Drawing Update.
Increase	5,000	Capital / SVS – Capital Facilities – Re-Approp Service Admin Bldg Remodeling.
Increase		Capital / SVC - Capital Facilities – Re-appropriate 2023 and prior year funds for Walnut St. Phase 2 Reconstruction.
Increase	100,000	Capital / SVS – Capital Facilities – Re-appropriate 2024 and prior year funds for E. Main Storm Lining Project.
Increase	55,000	Capital / SVS – Capital Facilities – Re-appropriate 2024 and prior year funds for Storm Sewer Televising.
Increase	50,000	Capital / SVS – Re-Approp Annual Street & Sidewalk Program.

(all of above Fund 208 Re-appropriations are per J. Bowling 1/17/2025 memo)

Continued

Fund 301 – Capital Improvements

Increase	\$ 42,766	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for SR 59 Alternative Transportation Improvements.
Increase	828,049	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for E Main Street Area Improvement.
Increase	30,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for Erie Street Parking Modifications.
Increase	1,631,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds – Annual Street & Sidewalk Program.
Increase	15,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Pilot Sidewalk Programs Project.
Increase	20,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for N. Water Street Improvement Project.
Increase	6,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Active Transportation Acquisition.
Increase	28,000	Capital / SVC – Capital Facilities – Re-Approp 2023 and prior year funds for Mogadore & Franklin Signals.
Increase	35,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Service Admin Bldg Remodeling.
Increase	33,695	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for the Sunrise Bridge Rehab.
Increase	338,850	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the N. Mantua St. Improvement.
Increase	15,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the W. Summit St. Pedestrian Improvement.
Increase	25,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the Public Training Facility Study.
		(all of above Fund 301 Re-appropriations are per J. Bowling 1/17/2025 memo)
Increase	50,000	Capital / Admin – Appropriate add'l funds for the IT at the new City per N. Cecil 1/27/25 memo.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 26, 2025
TO: Rhonda Hall, Budget & Finance Director
FROM: Bridget Susel, Community Development Director
RE: Appropriations Request: Tuition Reimbursement

The City provides tuition reimbursement to City employees who are working towards the completion of a college degree. The Community Development Department has an employee enrolled in a master's program and funds need to be appropriated for tuition reimbursement for this employee.

I am respectfully requesting that \$18,000.00 be appropriated to the Community Development "Travel and Training" General Fund line (001.04.540.401.7210) for the 2025 budget year. The amount requested includes the tuition reimbursement for fall 2024 semester, which was paid in January, and the expected tuition reimbursement costs for the 2025 spring and summer semesters.

Please let me know if you need any additional information in order to present this request at the February 5, 2025 Council Committee meeting.

Thank you.

Cc: Kim Brown, CD Dept.



KENT CITY HEALTH DEPARTMENT

201 East Erie St., Kent Central Gateway, KENT, OHIO 44240

(330) 678-8109 FAX (330) 678-2080

January 27, 2025

The Kent City Health Department is respectfully requesting an appropriation in the amount of \$120,000 to cover the costs of a contract with Tyler products for their permitting and licensing program. The cost includes an initial set up fee of approximately \$98,000 as well as an annual user fee of \$22,000. Please see the attached sheet with a breakdown of how the start-up fee and annual fee would be divided amongst the programs using it. This is a large amount of money and bears some explanation.

Several years ago, our IT Director, Nick Cecil, asked if our department would be interested in the Tyler program. At that time due to the cost and timeline for implementation of the Tyler program and news from the State of Ohio that they would be modernizing a licensing program covering state mandated areas for free, the fiscally responsible choice was to go with the state offer. We cannot be without a licensing program that sends reports to the State of Ohio monthly, and the state's offer to provide Acella free of charge seemed most reasonable.

However, there have been years of delays, it still is not ready for launch, promises unmet, and the Acella program does not function well for either the department or public facing users. We would still need another platform for our other licensing programs the state does not mandate. It has been disappointing to say the least with many health departments choosing to contract with other options. We are unexpectedly caught with vital need potentially going unmet. This brought up past discussions concerning Tyler. It is logical to select a program that will meet all our licensing needs, not just the ones the state mandates, is able to electronically send our reports to the state, communicates with other city departments we need to be in sync with on projects, and is also easy for the public to use. This choice would also be an asset to IT because there would be one platform to manage as well as Finance because payments for fees and licenses would be directly processed.

To offset the cost of the initial start-up and yearly fees we would include cost adjustments in our program fees. For example, Housing licenses have not increased in cost in five years there is space to reasonably maximize these fees as well as other fees for body art, food services, and pools to spread out this cost. We would also look for grants to either cover the Tyler cost in-part or offset other department costs. The department has been down a position for 6 months as so there is ability to reallocate those funds. Unused money from another department's implementation could also be used for a portion of the costs. The benefits of this all-inclusive program make the extra effort to obtain it extremely worthwhile.

Sincerely,

Joan Seidel, MA, BSN, RN, CIC, FAPIC, GRMS
Health Commissioner

Breakdown of Tyler Tech
Initial Installation Cost and Maintenance Cost

Fund	Fund Name	Sub Dept	Account Number	\$ 98,000 Installation	\$ 22,000 Maintenance	
110	Health Dept	Admin	SW/Camp/Bdy Art 110.02.520.201.7390		\$ 2,900.00	Loan from General Fund
110	Health Dept	Admin	Health Dept 110.02.520.201.7680	\$ 29,400.00		Loan from General Fund
110	Health Dept	Admin	SW/Camp/Bdy Art 110.02.520.201.7680	13,034.00		Loan from General Fund
110	Health Dept	Tobacco	110.02.520.206.7390		2,950.00	
110	Health Dept	Tobacco	110.02.520.206.7680	13,132.00		
107	Food Service		107.02.520.202.7390		6,600.00	
107	Food Service		107.02.520.202.7680	14,700.00		
120	Housing & Inpsection		120.02.520.203.7390		6,600.00	
120	Housing & Inpsection		120.02.520.203.7680	14,700.00		
130	Swimming Pools		130.02.520.204.7390		2,950.00	
130	Swimming Pools		130.02.520.204.7680	13,034.00		
Total Costs				<u>\$ 98,000.00</u>	<u>\$ 22,000.00</u>	

Kent Police Department

MEMORANDUM

To: Rhonda Hall, Finance Director
From: Chief Nicholas Shearer
Date: January 21, 2025
Subject: Reappropriation

This memorandum is to serve as a request to reappropriate and use funds from 2024 into 2025. Detective David Marino is attending college classes to pursue his bachelor's degree. He attended classes in 2024, but we had to wait until he submitted his grades before paying reimbursement. I am requesting \$2,753.68 be reappropriated to 2025 to cover the cost of this reimbursement. The affected budget line is 124-01-510-102.7210. Thank you.

Kent Police Department

MEMORANDUM

To: Rhonda Hall, Finance Director
From: Chief Nicholas Shearer 
Date: January 21, 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 these lines, as follows: \$2,908.10 on 124-01-510-118.7340 and \$22,029.00 on 124-01-510-118.7390.



CITY OF KENT, OHIO

Water Treatment Plant • Service Department

TO: Rhonda Hall, Budget and Finance Director
FROM: John Ellison, Water Plant Manager
DATE: 1/2/2025
SUBJECT: Request for additional funds

As discussed and as per the new contract pricing, I approve this request for additional funding. 1/13/2025.

Melanie A Baker

Rhonda,

I want to request additional funds from the water fund to increase the operating materials line account 201-05-550-501.7420. For the 2025 budget year, \$435,000 was allocated to this line account; I would like to increase it by \$80,000 to \$515,000 to cover the additional cost of lime at the Water Plant.

During the budgeting process, we felt confident in our estimate for operating materials for 2025, given the cost savings we have been able to accomplish at the Water Plant. Significant decreases in soda ash usage from optimizing the treatment process were achieved in 2024 to the tune of nearly \$40,000 while also producing a record amount of water for the year. Unfortunately, in late 2024, we bid out our lime, and the price increase was higher than anyone expected. Greer Lime company came in at the lowest price, and they had given a reason for the price increase as to new Ohio EPA regulations that required significant changes in their process.

The cost of lime per ton in 2023 was \$204.88; in 2024, it was \$267.00; and in 2025, it was \$375.18. This is an 83% total increase in cost from 2023 until 2025 and a 40.5% increase in price from 2024.

Sincerely,

John Ellison, Water Plant Manager

A handwritten signature in black ink that reads "John Ellison". The signature is fluid and cursive, with a large initial "J" and "E".

cc: Melanie Baker, Service Director

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Rhonda Hall
Dave Ruller

FROM: Jim Bowling *Job*

DATE: January 17, 2025

RE: 2024 Capital Improvement Program – Re-appropriations for 2025

The following projects’ appropriations need to be reappropriated in 2025. These projects are critical to the infrastructure of the City and still have a defined need to be completed. Please note that re-appropriations for the Service and Fire Departments are included in this memo. If there are any questions on the following list of funds, which were appropriated and not encumbered at the end of 2024, please let me know.

Engineering Division Projects:

East Main Street Area Improvements (2019CIP004) – This design of this project is in the process of being finalized. The project will be bid in 2025 with construction anticipated to start in 2025. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2019	301 – Capital	\$828,049	\$745,244 Federal Fund \$41,402 KSU Reimbursed

North Water Street Improvements (2018CIP009) – This project was substantially completed in 2021. We are working with Main Street Kent to complete some post-construction minor enhancements items in 2025. Therefore, we request the following unencumbered monies be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2018	301 – Capital	\$20,000	

Annual Street and Sidewalk Program – The Annual Street and Sidewalk project consists of several operations including sidewalk replacement, concrete repair, chip seal, crack seal and resurfacing. The need to repair the streets and sidewalks in the City are continuous. Therefore, we are requesting the following appropriated and not encumbered monies be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	301 – Capital 208 - Storm	\$1,631,000 \$50,000	

Pilot Sidewalk Programs (2019CIP003) – This project was initiated in 2019 to provide property owners with more timely options to repair the sidewalk in front of their properties. We have had several inquiries into the programs and residents have used the programs. The programs have been received favorably. Therefore, we request to appropriate the following monies in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2019	301 – Capital	\$15,000	

Utility Mapping Update (2018CIP014) – This is an ongoing project to continually refine and improve the mapping of our water, storm and sewer facilities. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2018	201 – Water	\$7,500	
	202 - Sewer	\$7,500	

Decommissioning Yacavona PS (2023CIP010) – This project was constructed in 2024 and there are some minor restoration items that need completed. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	202 - Sewer	\$40,000	

Stormwater Design Standards Update (2021CIP007) – This project was not started due to conflicts with higher priorities. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	208 – Storm	\$40,000	

Majors/Stinaff/Cuyahoga Waterline Replacement (2015CIP004) – This project was constructed in 2023. There is still minor restoration tasks required to finalize the project. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2015	201 – Water	\$25,000	
2015	208 – Storm	\$25,000	

East Main Storm Lining (2021CIP017) – The project is currently in the design phase and has been delayed to complete the ARPA funded projects. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	208 – Storm	\$100,000	

Miscellaneous Active Transportation Improvements (2024CIP005) – This project includes minor improvements to the infrastructure to improve walk-ability, bike-ability, use of transit, etc. This continues to be a need, therefore, the following appropriated and not encumbered monies will need to be re- appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	301 – Capital	\$6,000	

Sunrise Bridge Rehabilitation (2021CIP016) – This project’s is in construction and will be completed in 2025. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$33,695	

Erie Street Parking Modification (2022CIP019) – This project was delayed due to higher priorities. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$30,000	

SR 59 Alternative Transportation Improvements (2022CIP025) – This project is currently in the design stage. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$42,766	\$38,489 Federal Funds \$2,138 PARTA \$714 Franklin Twp

SR 261 – Mogadore and Franklin Signals (2024CIP007) – This project was delayed due to higher priorities. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	301 – Capital	\$28,000	

W. Summit St. Pedestrian Improvements (2023CIP009) – This joint project is being managed by the Portage County Engineer’s Office for the improvements to the Stow Street Bridge and West Summit Street. The planning stage is ongoing with the design of the project starting in 2025. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	301 – Capital	\$15,000	

N. Mantua St. Improvements (2023CIP008) – This project is in the planning and design phase. The design phase will continue through 2025 with construction anticipated to start in 2026. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	301 – Capital	\$338,850	\$169,425 Davey Tree Funds

2024 Engineering Specifications Update (2024CIP012) – This project was unable to be started in 2024 due to completing the ARPA funded projects. We are hoping to initiate this project in 2025. Therefore, we request to re-appropriate the following monies in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	202 – Sewer 208 - Storm	\$12,500 \$12,500	

2024 Engineering Standard Construction Drawing Update (2024CIP013) – This project was unable to be started in 2024 due to completing the ARPA funded projects. We are hoping to initiate this project in 2025. Therefore, we request to re-appropriate the following monies in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	202 – Sewer 208 - Storm	\$12,500 \$12,500	

Sanitary Design Standards (2022CIP014) – This project was unable to be started in 2024 due to completing the ARPA funded projects. We are hoping to initiate this project in 2025. Therefore, we request to re-appropriate the following monies in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	202 – Sewer	\$25,000	

Storm Sewer Televising (2022CIP015 & 2024CIP015) – These projects were unable to be started in 2024 due to completing the ARPA funded projects. We are hoping to initiate this project in 2025. Therefore, we request to re-appropriate the following monies in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	208 – Storm	\$25,000	
2024	208 – Storm	\$30,000	

PCWR Joint Water Planning Study (2024CIP009) – This is a joint project that is being managed by Portage County Water Resources. They are currently in the process of getting a consultant under contract to complete the study in 2025. Therefore, we request to re-appropriate the following monies in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	201 – Water	\$50,000	

Central Maintenance Projects:

Water Meter Replacement (2024CIP004) – This work was unable to be started in 2024 due to higher priorities. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	201 – Water	\$125,000	

Water Treatment Plant Projects:

Pump Room Upgrades (2024WTP008) – This project was started in 2024 and will be completed in 2025. Therefore, we are requesting to appropriate the following monies in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	201 – Water	\$6,142	

Lime Slaker Modification (2024WTP009) – This project was started in 2024 and will be completed in 2025. Therefore, we are requesting to appropriate the following monies in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	201 – Water	\$11,511	

Surge Protection Improvements (2024WTP006) – This project is currently in design. Construction is anticipated to begin in 2025. Therefore, we are requesting to appropriate the following monies in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	201 – Water	\$270,800	

500k/400k Water Tanks Rehabilitation (2024WTP003) – This project is currently in design. Construction is anticipated to begin in 2025. Therefore, we are requesting to appropriate the following monies in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	201 – Water	\$1,103	

Water Reclamation Facility Projects:

Digester Heat Exchanger (2011WRF010) – This project includes the replacement of 2 existing heat digesters, which will require a new building to meet current fire protection standards. This project is in construction and is scheduled to be completed in 2026. Therefore, the remaining unencumbered funds will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2011	202 – Sewer	\$30,715	\$30,715 OPWC Funds

Return Pumps (2023WRF007) - This project will purchase, and install return activated sludge pumps. Due to long lead times and receiving the pump late in 2024, the project will be completed in 2025. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-appropriation request	Comment
2023	202 - Sewer	\$13,906.00	

WRF Forklift (2023WRF009)-This purchase was not completed in 2024 and is still needed. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-appropriation request	Comment
2023	202 - Sewer	\$16,500.00	

Plant Sump Pumps (2023WRF008) -This allocation will afford the purchase of a replacement sump pump used in removing collected water from the facility. The project was not started in 2024 due to higher priorities and will be initiated in 2025. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-appropriation request	Comment
2023	202 - Sewer	\$15,000.00	

Replacement Pump for College Towers Lift Station (2023WRF012) -This purchase was initiated late in 2023. The remaining money will be used to install the replacement pump. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-appropriation request	Comment
2023	202 - Sewer	\$11,071.00	

Press Rehabilitation (2024WRF004) -This repair was not completed in 2024 due to higher priorities and is anticipated to be completed in 2025. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-appropriation request	Comment
2024	202 - Sewer	\$10,000.00	

Safety Equipment (2024WRF007) - This project is required to replace existing safety equipment and purchase additional equipment that will allow plant personnel to perform additional work safely. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-appropriation request	Comment
2024	202 - Sewer	\$4,000.00	

Lift Station Wet Well Gates (2024WRF008) – This repair was not completed in 2024 due to higher priorities and is anticipated to be completed in 2025. Therefore, we request the following unencumbered funds be reappropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	202 – Sewer	\$14,400	

Rehabilitation No. 1 Primary Clarifier (2023WRF003) – This project is in construction and is anticipated to be completed in 2026. Therefore, we request the following unencumbered funds be reappropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	202 – Sewer	\$100,000	

Fire Department Projects:

Replace Med Unit (2024KFD009) – The Med Unit was unavailable to be purchased in 2024, however, it will be available in 2025. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2024	128 – Fire/EMS	\$220,000	

Other Projects:

Service Administration Building Remodeling (2022KSD001) – The project was delayed due to other conflicting and higher priorities. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	201 – Water 202 – Sewer 208 – Storm 301 – Capital	\$5,000 \$5,000 \$5,000 \$35,000	

Public Training Facility Study (2023KFD008) – The project was delayed due to other conflicting and higher priorities. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2025.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	128 - Fire/EMS 301 – Capital	\$25,000 \$25,000	

In addition to the above re-appropriations, the following are anticipated **reimbursements from existing encumbrances** on current projects:

Project	Fund	Source	Reimbursements
East Main Street Area Improvements	301 – Capital	Federal	\$360,093
East Main Street Area Improvements	301 – Capital	KSU	\$20,005
N. Mantua St. Improvements	301 – Capital	Davey Tree	\$104,790
WRF Digester Heat Exchangers	202 – Sewer	State	\$1,583,440
WRF Rehabilitation No.1 Primary Clarifier	202 – Sewer	State	\$379,900
SR 59 Alternative Transportation Improvements	301 – Capital	Federal	\$523,244
SR 59 Alternative Transportation Improvements	301 – Capital	PARTA	\$29,069
SR 59 Alternative Transportation Improvements	301 - Capital	Franklin Twp	\$9,709
Sunrise Blvd Bridge Rehabilitation	301 – Capital	Federal	\$321,000



The total 2024 appropriations and reimbursements needing to be re-appropriated, by fund, based on the above are:

Fund	2024 Re-appropriations	Re-appropriations Reimbursable Amount	Existing Encumbrances Reimbursable Amount
001 – General	-	-	
128 – Fire/EMS	\$245,000	-	-
201 – Water	\$502,056	-	-
202 – Sewer	\$318,092	\$30,715	\$1,963,340
208 – Storm	\$300,000	-	-
301 - Capital	\$3,048,360	\$997,412	\$1,367,910
Total	\$4,413,508	\$1,028,127	\$3,331,250

- C: Brian Huff
 Melanie Baker
 Jamie Samels
 Jon Giaquinto
 Pat Homan
 Cori Wimer
 Bill Schesventer
 John Ellison
 Brad McKay
 Gary Labajetta
 Cathy Wilson



CITY OF KENT, OHIO

Information Technologies Department Memorandum

To: Rhonda Hall, Budget and Finance Director
From: Nicholas Cecil, IT & Communications Director
Date: 1/27/2025
Re: Appropriation of Funds for IT Systems at City Hall

Ms. Hall,

I am requesting the appropriation of \$50,000 to complete the installation of technology solutions for the new city hall. Please allocate funds to 301-09-570-728.7340 under capital project 2025KSS001 (IT Systems for New City Hall).

Thank you,
Nicholas Cecil

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling *Job*

DATE: 1/7/2025

RE: 603 West Street – Vacant Parcel Acquisition

The Service Department is requesting council consideration and approval of the purchase of Parcel #17-011-20-00-003-000 (603 West Street) for \$100. The proposed purchase agreement is attached. The parcel is currently owned by the Portage County Reutilization Corporation (Land Bank). The Land Bank reached out to the City to determine the City's interest in accepting the purchase of the property. The property is located between two separate Wheeling and Lake Erie Railroad properties, a "paper" alley and a city parcel. See the attached figure for clarification.

The existing City parcel is used to maintain a storm water ditch that flows behind properties on Harris Street and under the Wheeling & Lake Erie RR. The acquisition of the requested parcel will allow for improved access to the existing City Parcel to maintain the storm water facility.

C: Melanie Baker
Hope Jones
Brad McKay
Gary Labajetta
Hallie Stone
Sandy Lance

Real Estate Sale and Purchase Agreement

This Agreement is entered into this _____, 20____, by the Portage County Land Reutilization Corporation (the "Land Bank"), an Ohio nonprofit corporation, and the City of Kent, Portage County, Ohio (the "City"), an Ohio municipal corporation.

Whereas, the Land Bank has acquired a vacant subplot in the City (PPN 17-011-20-00-003-000), as more fully described in attached **Exhibit A** (the "Sublot"); and

Whereas, the Land Bank desires to sell the Sublot to the City, and the City desires to purchase it under the Land Bank's Vacant Lot Disposition Program; and

Whereas, acquiring the Sublot will facilitate the City being able to maintain its sewer inlet that is located on the contiguous City-owned parcel (PPN 17-011-20-00-007-000); and

NOW, THEREFORE, in consideration of the covenants made each to the other, as set forth below, the parties agree as follows:

(1) Sale. The Land Bank will sell and convey the Sublot to the City, and the City will purchase the Sublot on the terms and conditions outlined in this Agreement.

(2) Purchase Price. The purchase price for the Sublot is \$100.00, payable in cash at closing.

(3) Deed. On payment of the purchase price, the Land Bank will execute and deliver a quitclaim deed describing the Sublot and conveying it to the City.

(4) Title. At the City's request and cost, the Land Bank will furnish for its examination as soon as practicable a preliminary title report issued by AMS Title Agency, Inc., 229 South Chestnut Street, Ravenna, Ohio 44266, 330-298-1070, showing the condition of the title of the Sublot as of the date of issuance of the report. Title to the Sublot will be good and marketable, free and clear of all liens and encumbrances, except those created or assumed by the City, zoning laws, legal highways, and covenants, restrictions, conditions, and easements of record. If any title restrictions, defects, or burdens appear on the report to which the City objects, the objection will be stated in writing to the Land Bank and will be allowed a reasonable time, not exceeding 30 days, to correct the same. If the Land Bank is unable or unwilling to do so, the City may terminate this Agreement or accept the Sublot with all such restrictions, defects, or burdens. If the City does not request a title report within 10 days of this date, it accepts the Sublot with all title restrictions, defects, or burdens.

(5) Closing; Costs; Time of Essence. Unless extended by written agreement of the parties, this Agreement will be completed, and the transaction closed by the AMS Title Agency, per its standard escrow, on or before _____, 20____. The Land Bank will prepare the deed;

tax apportionment will be unnecessary (the Land Bank is tax-exempt under Ohio R.C. 5709.12(F)). Time is of the essence of this contract.

(6) Transfer of the Sublot; Inspection. The City will have possession of the Sublot on the date the deed is recorded. The City acknowledges that the Land Bank (or its agents, including its Executive Director) has made no representations or warranties concerning the Sublot, that the City is purchasing the Sublot in its present "AS IS" condition, that the City is relying solely on its investigation and inspection of the Sublot regarding access and the condition, character, and size, and that the City has completed that investigation and inspection before signing this Agreement.

(7) Binding Effect; Entire Agreement. This Agreement will inure to the benefit of and bind the successor and assigns of the respective parties. This Agreement constitutes the entire agreement between the Land Bank and the City regarding the Sublot and supersedes any other prior communications, representations, or statements regarding this transaction.

The City affirms that before entering into this Agreement, it had an opportunity to seek advice and counsel from others, including an attorney, regarding this Agreement and the purchase of the Sublot.

IN WITNESS WHEREOF, the parties have signed as of the date indicated above.

Portage County Land Reutilization Corporation: The City of Kent:

By _____
Dan Morganti, its Executive Director

By _____
Dave Ruller, its City Manager

Exhibit A

SITUATED IN THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO: AND KNOWN AS ALL OF LOT NUMBER 50 IN HENRY AINSWORTH ADDITION TO THE VILLAGE OF KENT, OHIO, AS RECORDED IN DEED VOLUME 88, PAGE 3 OF PORTAGE COUNTY, OHIO, RECORDS, EXCEPT SUCH PART OF SAID LOT HERETOFORE DEEDED TO THE CITY OF KENT, OHIO, TOGETHER WITH ANY AND ALL BUILDINGS AND IMPROVEMENTS THEREON SITUATE.

PPN 17-011-20-00-003-000

KENT POLICE DEPARTMENT

Dec-24

	DECEMBER 2023	DECEMBER 2024	TOTAL 2023	TOTAL 2024
CALLS FOR SERVICE	1312	1195	20373	19231
KENT FIRE CALLS	429	513	5668	5889
BRIMFIELD FIRE CALLS	165	192	1801	1938
ARRESTS, TOTAL	86	99	1571	1594
JUVENILE ARRESTS	6	17	119	178
O.V.I. ARRESTS	13	9	180	136
TRAFFIC CITATIONS	109	71	1548	1522
PARKING TICKETS	868	487	8300	12090
ACCIDENT REPORTS	33	50	550	575
Property Damage	21	21	302	290
Injury	4	4	69	98
Private Property	3	16	98	113
Hit-Skip	2	5	62	51
OVI Related	2	1	14	13
Pedestrians	1	2	5	8
Fatals	0	1	0	2
U.C.R. STATISTICS				
Homicide	0	0	1	0
Rape	0	0	1	0
Robbery	0	0	4	9
Assault Total	12	42	191	283
Serious		2	3	26
Simple		10	39	60
Burglary	1	6	40	223
Larceny	4	66	165	60
Auto Theft	0	11	9	32
Arson	0	0	3	2
Human Trafficking: Servitude	0	0	0	0
Human Trafficking: Sex Acts	0	0	0	0
TOTAL	17	125	498	524
CRIME CLEARANCES				
Homicide	0	0	0	0
Rape	0	0	1	1
Robbery	0	0	5	5
Assault Total	14	20	166	199
Serious		2	2	26
Simple		12	18	35
Burglary	1	0	26	18
Larceny	4	11	48	75
Auto Theft	0	1	5	6
Arson	0	0	1	2
Human Trafficking: Servitude	0	0	0	0
Human Trafficking: Sex Acts	0	0	0	0
TOTAL	19	32	252	306