



# CITY OF KENT, OHIO

## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 29, 2015  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *BSD*  
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 Pufferbelly Restaurant paved parking area, from the Akron Barberton Cluster (ABC) Railway Company, 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 8:00 a.m. to 1:00 p.m., during the period May 1st through October 31<sup>st</sup>.

The space is leased to the Haymaker Farmers' Market for the nominal fee of \$1.00. In response to some questions that were raised at last year's Committee discussion on this topic, staff did some research to determine if other communities charge a vendor or land use fee to farmers' markets. Information was gathered from 13 different farmers' markets and none of the host communities charged these markets a fee for operations or for use of public space. Staff also verified that the Haymakers' Farmers Market is incorporated as a nonprofit organization by the Secretary of State and that the State of Ohio Department of Taxation does not issue transient vendor licenses for the sale of edible/perishable goods at farmers' markets. Vendors at these markets are required to include their sales information as part of their total annual income reported on their federal and state tax filings.

I am respectfully requesting time at the May 6<sup>th</sup> Committee session to have this item presented to the members of Council and to request Council's authorization, with emergency, for the renewal of the sub-lease with the Haymaker Farmers' Market for the 2015 outdoor market season.

I will be unable to attend this Committee session, but if there are any additional questions from Council members that have not been addressed in this memo, I would appreciate it if you or Economic Development Director Tom Wilke could try and provide the requested information.

Thank you.

Cc: Jim Silver, Law Director  
Tom Wilke, Economic Development Director  
Gene Roberts, Service Director  
Linda Jordan, Clerk of Council

930 Overholt Rd., Kent, Ohio 44240 • (330) 678-8108 fax (330) 678-8030 •  
[www.KentOhio.org](http://www.KentOhio.org)

## SUB-LAND LEASE

THIS SUB-LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between THE CITY OF KENT, OHIO, whose address is 215 East Summit Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSOR, and HAYMAKER FARMERS' MARKET, whose address is 875 Vine 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.

### 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 (8:00 a.m. to 1:00 p.m.).

2. **Term and Rent.** To hold the demised premises for and during the term of May 1, 2015 through October 31, 2015 (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 filling of all excavations and holes, which shall be tamped, compacted and graded uniformly. If SUB-LESSEE shall fail to make the removal in the manner and time set forth herein, after notice to do so, SUB-LESSOR or the ORIGINAL LESSOR may remove said buildings, structures, and/or facilities and make said restoration, all at the sole risk, cost and expense of SUB-LESSEE, and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

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

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  
215 East Summit Street  
Kent, Ohio 44240

**As to SUB-LESSEE:**

HAYMAKER FARMERS' MARKET  
875 Vine Street  
Kent, Ohio 44240

**As to ORIGINAL LESSOR:**

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

27. **General Provisions.**

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

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

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

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

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

**III. EXECUTION**

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

**WITNESS:**

**HAYMAKER FARMERS' MARKET**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

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

**WITNESS:**

**CITY OF KENT, OHIO**

\_\_\_\_\_

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

**APPROVED TO FORM**

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





# CITY OF KENT, OHIO

## DEPARTMENT OF FINANCE

**To:** Dave Ruller, City Manager  
**From:** David A. Coffee, Director of Budget and Finance  
**Date:** April 29, 2015  
**Re:** FY2015 Appropriation Amendments, Transfers, and Advances

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

**Fund 106 – Parks and Rec.**

Increase \$ 440,000 Parks and Rec. (Capital) Additional Appropriations per land acquisition per Exec. Session on 4/1/15 and Additional Appropriations per John Idone email on 4/16/15

**Fund 201 – Water**

Increase \$ 15,000 Service Admin (Capital) Building Alarm Upgrades SA 15-01/2015KSD001 Project advanced from 2016 Capital Budget

**Fund 202 – Sewer**

Increase \$ 15,000 Service Admin (Capital) Building Alarm Upgrades SA 15-01/2015KSD001 Project advanced from 2016 Capital Budget

**Fund 208 – Storm Water**

Increase \$ 10,000 Service Admin (Capital) Building Alarm Upgrades SA 15-01/2015KSD001 Project advanced from 2016 Capital Budget

**Fund 301 – Capital Projects**

Increase \$ 35,000 Service Admin (Capital) Building Alarm Upgrades SA 15-01/2015KSD001 Project advanced from 2016 Capital Budget

**The following inter-fund transfers/advances are hereby requested:**


Operating Transfer \$ 360,077.74 **From:** Fund 001 / General Fund -  
**To:** Fund 106 / Parks and Rec. – Transfer to Parks and Rec. Fund for Matching Park Fees through 2014

Advance Payback \$ 235,000 **From:** Fund 106 / Parks and Rec. -  
**To:** Fund 001 / General Fund – Repayment in Full of Prior Year Advances

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Dave Coffee

FROM: Jim Bowling 

DATE: April 20, 2015

RE: Kent City Council Road Repair and Maintenance Motion

In response to City Council's motion at the March 18, 2015 Council meeting to "Have the administration identify extra monies for road repair and maintenance", the Service Department has determined an amount of \$620,000 for recommendation to Council. This amount would include two components. The first component consists of additional material and overtime costs for Central Maintenance Staff to perform maintenance level work including filling potholes, patching and pavement repairs from water line breaks. The second component consists of larger repairs to several street sections that are beyond the repair capabilities of Central Maintenance's equipment. These street sections are on failing pavements that were severely impacted by the cold winter. These are also the streets that we have received numerous complaints on over the last 18 months, but have not had the resources to perform a complete repair.

Attached with this memo are the analyzes determining the costs needed to perform the repairs proposed.

c: Gene Roberts  
Pat Homan  
Gerald Shanley

**2015 Central Maintenance Additional Effort  
Street Maintenance and Repair**

|   |          |               |         |                      |
|---|----------|---------------|---------|----------------------|
| <b>Hours to be worked</b>                         |          |               |         |                      |
| 5   | days     | 2             | hrs/day | 10                   |
| 1   | day      | 8             | hrs/day | 8                    |
| <b>Total hours per week per employee:</b>         |          |               |         | <b>18</b>            |
| <b>Employees</b>                                  |          |               |         |                      |
|   |          |               |         | <b>6 /week</b>       |
| <b>Total hours per week:</b>                      |          |               |         | <b>108</b>           |
| <b>Operational period from 4/13/15 - 10/26/15</b> |          |               |         |                      |
|   |          |               |         | <b>29 weeks</b>      |
| <b>Total hours for period:</b>                    |          |               |         | <b>3132</b>          |
| <b>Hours worked Week:</b>                         |          |               |         |                      |
|   |          | <b>% Time</b> |         |                      |
| Chief Operator                                    |          | 30%           | 108     | 32.4                 |
| Repair Operator                                   |          | 30%           | 108     | 32.4                 |
| Service Worker                                    |          | 30%           | 108     | 32.4                 |
| Laborer   |          | 10%           | 108     | 10.8                 |
| <b>Hourly rate &amp; Cost per Week:</b>           |          |               |         |                      |
| Chief Operator                                    | \$ 48.63 | 32.4          | \$      | 1,575.61             |
| Repair Operator                                   | \$ 44.32 | 32.4          | \$      | 1,435.97             |
| Service Worker                                    | \$ 42.28 | 32.4          | \$      | 1,369.87             |
| Laborer   | \$ 26.17 | 10.8          | \$      | 282.64               |
|   |          |               |         | \$ 4,664.09          |
| <b>Labor Cost for 29 Week Period:</b>             |          |               |         | <b>\$ 135,258.55</b> |

|                           |          |      |           |               |
|---------------------------|----------|------|-----------|---------------|
| <b>Asphalt Materials:</b> |          |      |           |               |
| Base                      | \$ 55.00 | /ton | 1300 tons | \$ 71,500.00  |
| Surface                   | \$ 60.00 | /ton | 650 tons  | \$ 39,000.00  |
| Tack Coat                 | \$ 3.00  | /gal | 1170 gals | \$ 3,510.00   |
| Crack Sealer              | \$ 1.00  | /lb  | 27432 lbs | \$ 27,432.00  |
|                           |          |      |           | \$ 141,442.00 |

|  |  |  |  |                      |
|--|--|--|--|----------------------|
| <b>Overtime Cost plus Material Cost:</b> |  |  |  | <b>\$ 276,700.55</b> |
|--|--|--|--|----------------------|

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

April 14, 2015

To: Eugene K. Roberts, P.E., Director of Public Service  
Jim Bowling, P.E., City Engineer

From: Patrick Homan, Engineering Technician 

RE: List of streets in critical condition that need immediate attention.

Several streets have been adversely affected by the last two winters causing them to deteriorate at an accelerated pace. These streets need to be repaired quickly in order to minimize the total costs to rehabilitate them, to stabilize the street from any further deterioration and to reestablish a safe surface condition for both vehicles and pedestrians. Please see the attached page for the list of streets that have been identified as being in critical condition along with the estimated costs to repair them.

Please feel free to contact me if you have any questions.

Cc: file

2015 ESTIMATED FUNDING FOR STREETS IN CRITICAL CONDITION

| Street Name    | From                | To                  | SURFACE | ESTIMATED COSTS (\$ 30 /SY) | CONCRETE WORK COSTS | TOTAL STREET | COMMENTS   |
|----------------|---------------------|---------------------|---------|-----------------------------|---------------------|--------------|--|
| TALLMADGE AVE  | CHANGE PAVEMENT     | VFW PARKWAY         | AC      | \$1,230.00                  | \$0.00              |              |  |
| TALLMADGE AVE  | VFW PARKWAY         | STOW ST.            | AC      | \$31,893.33                 | \$3,189.33          | \$36,312.67  | M&R, Possible heavy repairs, No concrete                           |
| VFW PRWY       | E. END (CUL-DE-SAC) | TALLMADGE AVE       | AC      | \$33,850.00                 | \$0.00              |              | M&R, Possible heavy repairs, Small amount of concrete-Type 6 Curbs |
| VFW PRWY       | W. END (CUL-DE-SAC) | W. END (CUL-DE-SAC) | AC      | \$13,950.00                 | \$0.00              | \$47,800.00  | M&R, Possible heavy repairs, No concrete                           |
| WHITEHALL BLVD | S. DEAD END         | WIDTH CHANGE        | AC      | \$67,866.87                 | \$17,006.00         |              | M&R, Possible heavy repairs, Concrete walk/tramp/curb              |
| WHITEHALL BLVD | WIDTH CHANGE        | SUMMIT ST.          | AC      | \$29,250.00                 | \$8,775.00          | \$138,150.07 | M&R, Possible heavy repairs, Concrete walk/tramp/curb              |
| WALNUT STREET  | CUL-DE-SAC          | CUL-DE-SAC          | AC      | \$24,000.00                 | \$2,400.00          |              | Minimal-Just Curbside-Sac and 213 to North-1322 ST-323- \$30,400   |
| SCHOOL STREET  | CHERRY STREET       | MAPLE STREET        | ST      | \$51,150.00                 |                     | \$51,150.00  | MEDIUM DEPTH REPAIRS 4" AVG THICKNESS                              |
|                | MORRIS ROAD         | EAST DEAD END       | ST      | \$12,870.00                 |                     | \$12,870.00  | MEDIUM DEPTH REPAIRS 4" AVG THICKNESS                              |

Totals: \$264,910.00 \$31,373.33 \$286,283.33  
 \$57,250.67 20% CONTINGENCY  
 Total Cost \$343,540.00



# City Of Kent Fire Department

320 S. Depeyster St.  
Kent, Ohio 44240  
330. 673.8814  
330.676.7374 Fax

To: Dave Ruller

From: John Tosko

Date: April 1 2015

Ref: City of Kent Ordinance 137.15 Emergency Ambulance Fees

Recently the FD started using electronic EMS reporting on tablets utilizing HealthEMS software. This software allows semi-automatic fee billing through LifeForce Management and has made us aware that the City's ordinance concerning EMS billing does not exactly match the guidelines (National EMS Education and Practice Blueprint) referenced in the ordinance 137.15 Emergency Ambulance Fees. It deals with the differences between ALS I and II. This small difference in language will cause quite a bit more work for staff and will cost the city money in lost fees.

I am asking that council consider a correction of this oversight to change the wording in paragraph three - Advanced Life Support, Level 2 (ALS2) – "When medically necessary, the administration of three or more different medications AND (change to OR) the provisions of at least one of the following ALS procedures". The remainder of the verbiage is correct and can remain.

I also would like to update our transport fees to better align ourselves with what is being billed throughout our region. The following chart shows that our fees are somewhat behind others in our area.

|                    | <i>Kent</i> | <i>Brimfield</i> | <i>Ravenna</i> | <i>Stow</i> | <i>Streetsboro</i> |
|--------------------|-------------|------------------|----------------|-------------|--------------------|
| <i>BLS</i>         | \$450       | \$500            | \$550          | \$450       | \$400              |
| <i>ALS I</i>       | \$550       | \$650            | \$650          | \$600       | \$500              |
| <i>ALS II</i>      | \$600       | \$725            | \$700          | \$725       | \$700              |
| <i>Mileage fee</i> | \$10        | \$12             | \$10           | \$10        | \$10               |

My recommended fee schedule for City of Kent is as follows:

---

|          |  |       |
|----------|--|-------|
| <b>1</b> | Basic Life Support –Emergency  | \$550 |
| <b>2</b> | Advanced Life Support- (ALS I) Emergency   | \$650 |
| <b>3</b> | Advanced Life Support- (ALS II) Emergency  | \$700 |
| <b>4</b> | Cost per Loaded mile for emergency transportation to an emergency medical facility   | \$12  |
| <b>5</b> | On Scene treatment without transportation when the service is requested by the patient or immediate family of the patient, and is not requested by a “good intent call”  | \$125 |
| <b>6</b> | The City of Kent recognizes that residents of the City provide some payment for the City’s emergency medical services through the collection of municipal taxes. Therefore, the City will charge resident Medicare/Medicaid patients only to the extent of their Medicare and or other health care coverage (this provision waives deductibles or co-pays after all third party payers have made payments towards a residents account. |       |
| <b>7</b> | In instances in which a resident patient is unable to pay, the fee will be waived after any insurance benefits are credited, and the appropriate poverty guidelines are met.   |       |

---

The remaining verbiage deals with how funds are collected and such. I don't see a need to change any of that.

The last update to this ordinance was in August of 2009, and I believe it is time for council to review the ordinance and consider updating these fees.

## **BLS / ALS1 / ALS2 Guidelines**

### **Definition of emergency response:**

Responding immediately at the BLS or ALS1 level of service to a 911 call or the equivalent in areas without a 911 call system. An immediate response is one in which the ambulance supplier begins as quickly as possible to take the steps necessary to respond to the call.

### **Emergency Services:**

An emergency response which permits payment at the BLS or ALS emergency level of service in response to a 911 or equivalent call after the sudden onset of a medical condition:

- Placing the beneficiary's health in serious jeopardy
- Serious impairment of bodily functions
- Serious dysfunction of any bodily organ or part

### **Non-Emergency Service:**

Non-emergency refers to all scheduled or unscheduled transports that do not meet the criteria for emergency discussed previously, regardless of the origin or destination. For non-emergency ambulance transportation the beneficiary must be bed confined at the time the ambulance service is provided.

### **Basic Life Support (BLS)**

The provisions of basic life support services as defined in the National EMS Education and Practice Blueprint for the EMT Basic.

### **Advanced Life Support (ALS)**

An ALS assessment is defined as an assessment performed by an ALS crew as part of an emergency response that was necessary because of the patient's reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS assessment by a Paramedic or EMT-Intermediate as defined in the National EMS Education and Practice Blueprint, or an ALS intervention:

- Administer intravenous therapy
- Provide anti-shock trousers
- Establish and maintain a patient's airway
- Defibrillate the heart
- Stabilize pneumothorax conditions

### **ALS2**

An attempt at or doing one or more of the following

- Manual defibrillations/cardioversion
- Endotracheal intubation
- Central venous line
- Cardiac pacing
- Chest Decompression
- Surgical airway
- Intraosseous line
- Administration of 3 medications either the same or different, given IV push (not included saline, oxygen or aspirin)



### 137.15 EMERGENCY AMBULANCE SERVICE FEES.

(a) Definitions:

(1) **Basic Life Support (BLS)** - Emergency -When medically necessary, the provision of Basic Life Support services, as defined in the National EMS Education and Practice Blueprint for the EMT Basic, including the establishment of a peripheral intravenous line. An emergency response is one that, at the time the ambulance supplier is called, is provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in placing the beneficiary's health in serious jeopardy; in impairment to bodily functions; or in serious dysfunction to any bodily organ or part.

(2) **Advanced Life Support, Level I (ALS1)** - Emergency - When medically necessary, an assessment by an advanced life support provider and/or the provision of one or more ALS interventions, in the context of an emergency response. An advanced life support provider is defined as a provider trained to the level of the EMT-Intermediate or Paramedic as defined in the National EMS Education and Practice Blueprint. An ALS intervention is defined as a procedure beyond the scope of an EMT-Basic.

(3) **Advanced Life Support, Level 2 (ALS2)** - When medically necessary, the administration of three or more different medications and the provision of at least one of the following ALS procedures:

- Manual defibrillation/cardioversion
- Endotracheal intubation
- Central venous line
- Cardiac pacing
- Chest decompression
- Surgical airway
- Intraosseous line

(4) **Non-transport on-scene treatment** - When, in response to a request for service, medical treatment is rendered to a patient. Treatment can include the provision of BLS services, and the administration of medication, but transportation to a medical facility is declined by the patient. This does not include responses to uninvolved third party calls for service ("good intent calls") not originated by the patient or a family member of the patient, when no medical treatment is rendered. Further, this does not include occasional requests for mobility assistance services.

(5) **Indigency**- as defined by the Department of Health and Human Services poverty guidelines in place at the time of the service.

(6) **Loaded mile**- shall mean the number of miles the patient is transported in the ambulance unit.

(7) **Resident**: shall mean a person residing within the City of Kent, with an Ohio Driver's License or state identification card showing a Kent address, and/or voter registration with a Kent address, or such other proof of residency as is acceptable to the Fire Chief or his designee.

(Ord. 2004-130. Passed 10-6-04)

(b) Fees for emergency ambulance service shall be made as follows:

| Fee   |          |
|---|----------|
| (1) Basic Life Support-Emergency  | \$450.00 |
| (2) Advanced Life Support- (ALS 1) Emergency  | \$550.00 |
| (3) Advanced Life Support- (ALS 2) Emergency  | \$600.00 |
| (4) Cost per loaded mile for emergency transportation to an emergency medical facility                            | \$10.00  |
| (5) On scene treatment without transportation when the service is requested by the patient or immediate family of | \$125.00 |

the patient, and is not requested by a "good intent" call

(6) The City of Kent recognizes that residents of the City provide some payment for the City's emergency medical services through the collection of municipal taxes. Therefore, the City will charge resident Medicare/Medicaid patients only to the extent of their Medicare and/or other health care coverage (this provision waives deductibles or co-pays after all third party payers have made payment towards a residents account).

(7) In instances in which a resident patient is unable to pay, the fee will be waived after any insurance benefits are credited, and the appropriate poverty guidelines are met.

(c) Each individual receiving emergency ambulance service shall be billed for the service separately. The Department of Finance shall handle all billing, except when otherwise provided by separate contract and ordinance.

(d) There shall be no charge for a family member who is permitted to accompany a patient. The Fire Chief or his or her designee shall determine who may or may not accompany the person receiving emergency ambulance service.

(e) The emergency ambulance service shall respond only to an emergency call.

(f) All funds collected for ambulance service shall be deposited to the credit of the General Fund.

(g) In cases of services rendered by a mutual aid agency, the billing will be regulated by Medicare and Medicaid billing guidelines and will be administered by the transporting agency.

(h) There will be no billing for services for any response that result in the treatment or transport of on-duty City of Kent employees.

(Ord. 2009-91. Passed 8-19-09).

# Kent Police Department

## MEMORANDUM

**To:** Dave Ruller, Safety Director  
Linda Jordan, Clerk of Council

**From:** Chief Michelle A. Lee

**Date:** April 14, 2015

**Subject:** Ordinance Revision

The Traffic, Engineering and Safety committee has been discussing the possibility of revising ordinance 373.10 which prohibits bicycles and other toy vehicles on sidewalks in a business district. There has been considerable confusion in regards to the interpretation of a "bicycle designed as a toy for amusement of the rider...". City administration promotes for safe bicycle riding on sidewalks in the downtown area and it was discussed to clarify the language for law enforcement needs.

The attached ordinance show the revisions to the ordinance which is agreeable to the TE&S committee and hopefully to council.

**373.10 BICYCLE OR SKATEBOARD OR OTHER WHEELED DEVICES RIDING ON SIDEWALK.**

(a) No person shall operate any bicycle, skateboard or other wheeled device any of which are designed as a toy or for amusement of the rider, upon a sidewalk within a business district or upon a sidewalk where signs are erected prohibiting such operation. Bicycles used as vehicles, per 301.51, are permitted on sidewalks within a business district and the use of which are regulated under the applicable sections of this code.

No person shall operate a bicycle, skateboard or other wheeled device as described above, on any sidewalk in a reckless manner which endangers pedestrian users of the sidewalk.

No person under fourteen years of age shall ride upon the street when sidewalks are available, outside a business district or upon a sidewalk where signs are erected prohibiting such operation.

(Ord. 1987-24. Passed 3-18-87.)

(b) Whoever violates any provision of this section is guilty of a minor misdemeanor on a first offense; on a second offense within one year after the first offense, the person is guilty of a misdemeanor of the fourth degree; on each subsequent offense within one year after the first offense, the person is guilty of a misdemeanor of the third degree.

....with all changes

**373.10 SKATEBOARD OR OTHER WHEELED DEVICES ON SIDEWALK.**

(a) No person shall operate any skateboard or other wheeled device any of which are designed as a toy or for amusement of the rider, upon a sidewalk within a business district or upon a sidewalk where signs are erected prohibiting such operation. Bicycles are permitted on sidewalks within a business district and the use of which are regulated under the applicable sections of this code.

No person shall operate a bicycle, skateboard or other wheeled device as described above, on any sidewalk in a reckless manner which endangers pedestrian users of the sidewalk.

No person under fourteen years of age shall ride upon the street when sidewalks are available, outside a business district or upon a sidewalk where signs are erected prohibiting such operation.

(Ord. 1987-24. Passed 3-18-87.)

(b) Whoever violates any provision of this section is guilty of a minor misdemeanor on a first offense; on a second offense within one year after the first offense, the person is guilty of a misdemeanor of the fourth degree; on each subsequent offense within one year after the first offense, the person is guilty of a misdemeanor of the third degree.

# Kent Police Department

## MEMORANDUM

**To:** Dave Ruller – City Manager  
**From:** Chief Michelle A. Lee  
**Date:** March 6, 2015  
**Subject:** Change to ordinance 759 Late Night Sales

Dave,

I am requesting a few minor changes to ordinance 759. Its creation in 1982 was in response to many "convenient store robberies" in the 1970's and early 1980's. The ordinance required "Late Night Sales" establishments to provide a variety of security measures to protect their employees. It also required the police department to offer "Robbery Prevention and Behavior Training" to new employees of late night sales establishments within 30 days of their employment. This requirement is burdensome to police personnel and I believe exposes us to undue liability.

I am proposing that the changes to the ordinance reduce our liability and places the burden of training back on the employer. We have found that most employers are already providing Robbery Prevention Training to new employees. If there are employers that do not provide this training, the police department will provide it to the employer for future uses.

As used in this chapter:

(a) "Late night retail establishment" means any person, partnership, corporation or other entity which:

(1) Derives fifty percent (50%) or more of its gross income from the sale of goods, merchandise or other articles of value, and

(2) Sells goods, merchandise or other articles of value in their original containers between the hours of 10:00 p.m. and 6:00 a.m. Specifically excluded from this definition are establishments whose owners are the sole operators and/or clerks present during the subject hours of operation.

(b) "Late night gas station" means any person, partnership, corporation or other entity who sells gasoline or other petroleum fuel to the public between the hours of 10:00 p.m. and 6:00 a.m. Specifically excluded from this definition are establishments whose owners are the sole operators and/or clerks present during the subject hours of operation.

(Ord. 1982-116. Passed 9-15-82.)

#### **759.02 POLICE TRAINING COURSE.**

Any employee who works at a late night retail establishment or late night gas station shall complete the ~~a~~ course of robbery prevention and behavior training given ~~provided~~ by the Police Department ~~their employer~~ within thirty days after he/she first works between the hours of 10:00 p.m. and 6:00 a.m. The owners and/or management shall insure that their employees are in compliance with this training requirement. The Police Department shall ~~determine the cost of training per employee to the City, and the late night retail establishment or late night gas station shall pay that cost to the City prior to the training of the employee.~~ ~~provide the employer with a robbery prevention training course if necessary.~~ The Police Department shall ~~have sole authority to certify approve training programs that can be substituted for the course required by this section.~~ ~~provided by employers to their employees.~~

~~(Ord. 1991-15. Passed 3-6-91.)~~

#### **759.03 SIGNS; SAFETY LIGHTING; ALARM.**

All late night retail establishments and late night gas stations shall:

(a) Post a sign in the window which is conspicuous and states that there is a safe on the premises and that it is not accessible to the employees on the premises.

(b) Post a sign in the window which is conspicuous and states that the cash register has fifty dollars (\$50.00) or less in it.

(c) So arrange the signs posted in the windows as to provide a clear and unobstructed view of the interior of the store. In no case shall signs obstruct the view of the register from the street.

(d) Have a drop-safe on the premises which is bolted to the floor, or weighs at least 500 pounds.

(e) Position their registers so that those in close proximity to the registers are visible from the street.

(f) Have the area of the parking lots of late night retail establishments and gas stations commonly utilized by customers and employees lighted and maintained

at a minimum of five foot-candles per square foot. The level of lighting shall be measured at a height of three feet above pavement level.

(g) Have an enclosed, secured area for employees, or maintain more than one employee during the hours as set forth above or acceptable alarms or any systems that are designed to provide directly or indirectly immediate notification to the Police Department of a robbery or other life threatening situation, and are installed and used pursuant to the requirements of the City alarm ordinance.

(Ord. 1982-116. Passed 9-15-82.)

#### **759.04 COMPLIANCE.**

(a) All establishments or stations which are covered by this chapter shall have ~~thirty 60 days from~~ the effective date of this section to comply with Section 759.02

~~—(b) All establishments or stations which are covered by this chapter shall have until January 1, 1983 to comply with Section 759.03(d) and (g).~~

~~—(c) All establishments or stations which are covered by this chapter shall have until January 1, 1984 to comply with Section 759.03(e) and (f).~~

~~(Ord. 1982-116. Passed 9-15-82.)~~

#### **759.99 PENALTY.**

Whoever violates any provision of this chapter is guilty of a misdemeanor of the third degree; on each subsequent offense such person, partnership, corporation or other entity is guilty of a misdemeanor of the first degree. It is not the intent of this section that any person be imprisoned for violation of this chapter.

(Ord. 1982-116. Passed 9-15-82.)

**City of Kent  
Income Tax Division**

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**March 31, 2015  
Income Tax Receipts Comparison - ( Excluding 0.25% Police Facility Receipts )**

**Monthly Receipts**

|   |             |
|---|-------------|
| Total receipts for the month of March, 2015 | \$1,092,324 |
| Total receipts for the month of March, 2014 | \$1,027,737 |
| Total receipts for the month of March, 2013 | \$988,906   |

**Year-to-date Receipts and Percent of Total Annual Receipts Collected**

|   | <u>Year-to-date<br/>Actual</u> | <u>Percent<br/>of Annual</u> |
|---|--------------------------------|------------------------------|
| Total receipts January 1 through March 31, 2015 | \$3,251,454                    | 25.21%                       |
| Total receipts January 1 through March 31, 2014 | \$2,955,386                    | 22.56%                       |
| Total receipts January 1 through March 31, 2013 | \$2,805,942                    | 22.63%                       |

**Year-to-date Receipts Through March 31, 2015 - Budget vs. Actual**

| <u>Year</u> | <u>Annual<br/>Budgeted<br/>Receipts</u> | <u>Revised<br/>Budgeted<br/>Receipts</u> | <u>Year-to-date<br/>Actual<br/>Receipts</u> | <u>Percent<br/>Collected</u> | <u>Percent<br/>Remaining</u> |
|-------------|---|--|---|------------------------------|------------------------------|
| 2015        | \$ 12,900,000                           | \$ 12,900,000                            | \$ 3,251,454                                | 25.21%                       | 74.79%                       |

**Comparisons of Total Annual Receipts for Previous Eight Years**

| <u>Year</u> | <u>Total<br/>Receipts</u> | <u>Percent<br/>Change From<br/>Prior Year</u> |
|-------------|---------------------------|---|
| 2007        | \$ 10,540,992             | 3.84%   |
| 2008        | \$ 10,712,803             | 1.63%   |
| 2009        | \$ 10,482,215             | -2.15%  |
| 2010        | \$ 10,453,032             | -0.28%  |
| 2011        | \$ 10,711,766             | 2.48%   |
| 2012        | \$ 12,063,299             | 12.62%  |
| 2013        | \$ 12,397,812             | 2.77%   |
| 2014        | \$ 13,099,836             | 5.66%   |

Submitted by



Director of Budget and Finance



**2015 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts**  
**(Excluding 0.25% Police Facility Receipts)**  
**as of Month Ended March 31, 2015**

| <b>Monthly Receipts</b> |                      |                      |                     | <b>Comparisons</b> |                       |
|-------------------------|----------------------|----------------------|---------------------|--------------------|-----------------------|
| <b>Month</b>            | <b>2013</b>          | <b>2014</b>          | <b>2015</b>         | <b>Amount</b>      | <b>Percent Change</b> |
| January                 | \$ 897,977           | \$ 935,222           | \$ 1,133,206        | \$ 197,984         | 21.17%                |
| February                | 919,060              | 992,427              | \$ 1,025,924        | 33,497             | 3.38%                 |
| March                   | 988,906              | 1,027,737            | \$ 1,092,324        | 64,587             | 6.28%                 |
| April                   | 1,330,732            | 1,393,884            |                     |                    |                       |
| May                     | 1,021,364            | 1,029,906            |                     |                    |                       |
| June                    | 1,059,172            | 1,170,257            |                     |                    |                       |
| July                    | 967,424              | 1,073,397            |                     |                    |                       |
| August                  | 989,007              | 997,630              |                     |                    |                       |
| September               | 1,205,984            | 983,247              |                     |                    |                       |
| October                 | 1,038,755            | 1,138,675            |                     |                    |                       |
| November                | 1,042,418            | 1,152,778            |                     |                    |                       |
| December                | 937,014              | 1,204,676            |                     |                    |                       |
| <b>Totals</b>           | <b>\$ 12,397,812</b> | <b>\$ 13,099,836</b> | <b>\$ 3,251,454</b> |                    |                       |

| <b>Year-to-Date Receipts</b> |                      |                      |              | <b>Comparisons</b> |                       |
|------------------------------|----------------------|----------------------|--------------|--------------------|-----------------------|
| <b>Month</b>                 | <b>2013</b>          | <b>2014</b>          | <b>2015</b>  | <b>Amount</b>      | <b>Percent Change</b> |
| January                      | \$ 897,977           | \$ 935,222           | \$ 1,133,206 | \$ 197,984         | 21.17%                |
| February                     | 1,817,036            | 1,927,649            | 2,159,130    | 231,481            | 12.01%                |
| March                        | 2,805,942            | 2,955,386            | 3,251,454    | 296,068            | 10.02%                |
| April                        | 4,136,674            | 4,349,270            |              |                    |                       |
| May                          | 5,158,038            | 5,379,176            |              |                    |                       |
| June                         | 6,217,210            | 6,549,433            |              |                    |                       |
| July                         | 7,184,634            | 7,622,830            |              |                    |                       |
| August                       | 8,173,641            | 8,620,460            |              |                    |                       |
| September                    | 9,379,625            | 9,603,707            |              |                    |                       |
| October                      | 10,418,380           | 10,742,382           |              |                    |                       |
| November                     | 11,460,798           | 11,895,160           |              |                    |                       |
| December                     | 12,397,812           | 13,099,836           |              |                    |                       |
| <b>Totals</b>                | <b>\$ 12,397,812</b> | <b>\$ 13,099,836</b> |              |                    |                       |

**2015 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**(Excluding 0.25% Police Facility Receipts)**  
**as of Month Ended March 31, 2015**

| <b>Monthly Receipts</b> |                     |                     |                     | <b>Comparisons</b> |                       |
|-------------------------|---------------------|---------------------|---------------------|--------------------|-----------------------|
| <b>Month</b>            | <b>2013</b>         | <b>2014</b>         | <b>2015</b>         | <b>Amount</b>      | <b>Percent Change</b> |
| January                 | \$ 383,688          | \$ 397,519          | \$ 414,915          | \$ 17,396          | 4.38%                 |
| February                | 353,861             | 361,700             | \$ 380,146          | 18,446             | 5.10%                 |
| March                   | 384,674             | 404,469             | \$ 419,335          | 14,866             | 3.68%                 |
| April                   | 396,905             | 412,661             |                     |                    |                       |
| May                     | 379,202             | 396,992             |                     |                    |                       |
| June                    | 413,558             | 425,614             |                     |                    |                       |
| July                    | 359,357             | 374,686             |                     |                    |                       |
| August                  | 375,619             | 389,902             |                     |                    |                       |
| September               | 321,941             | 332,001             |                     |                    |                       |
| October                 | 392,945             | 407,748             |                     |                    |                       |
| November                | 399,939             | 456,507             |                     |                    |                       |
| December                | 441,408             | 418,293             |                     |                    |                       |
| <b>Totals</b>           | <b>\$ 4,603,095</b> | <b>\$ 4,778,094</b> | <b>\$ 1,214,397</b> |                    |                       |

| <b>Year-to-Date Receipts</b> |                     |                     |             | <b>Comparisons</b> |                       |
|------------------------------|---------------------|---------------------|-------------|--------------------|-----------------------|
| <b>Month</b>                 | <b>2013</b>         | <b>2014</b>         | <b>2015</b> | <b>Amount</b>      | <b>Percent Change</b> |
| January                      | \$ 383,688          | \$ 397,519          | \$ 414,915  | \$ 17,396          | 4.38%                 |
| February                     | 737,549             | 759,219             | 795,061     | 35,842             | 4.72%                 |
| March                        | 1,122,223           | 1,163,689           | 1,214,397   | 50,708             | 4.36%                 |
| April                        | 1,519,127           | 1,576,350           |             |                    |                       |
| May                          | 1,898,329           | 1,973,342           |             |                    |                       |
| June                         | 2,311,886           | 2,398,956           |             |                    |                       |
| July                         | 2,671,244           | 2,773,643           |             |                    |                       |
| August                       | 3,046,863           | 3,163,545           |             |                    |                       |
| September                    | 3,368,804           | 3,495,546           |             |                    |                       |
| October                      | 3,761,748           | 3,903,294           |             |                    |                       |
| November                     | 4,161,688           | 4,359,801           |             |                    |                       |
| December                     | 4,603,095           | 4,778,094           |             |                    |                       |
| <b>Totals</b>                | <b>\$ 4,603,095</b> | <b>\$ 4,778,094</b> |             |                    |                       |

**2015 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**(Excluding 0.25% Police Facility Receipts)**

**Comparisons of Total Annual Receipts for Previous Eight Years**

| <u>Year</u> | <u>Total Receipts</u> | <u>Percent Change</u> |
|-------------|-----------------------|-----------------------|
| 2007        | \$ 3,707,931          | 4.68%                 |
| 2008        | \$ 3,919,539          | 5.71%                 |
| 2009        | \$ 4,090,788          | 4.37%                 |
| 2010        | \$ 4,267,465          | 4.32%                 |
| 2011        | \$ 4,246,372          | -0.49%                |
| 2012        | \$ 4,436,666          | 4.48%                 |
| 2013        | \$ 4,603,095          | 3.75%                 |
| 2014        | \$ 4,778,094          | 3.80%                 |

**2015 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts**  
**Police Facility Dedicated Income Tax Receipts - 1/9 of Total ( 0.25% )**  
**as of Month Ended March 31, 2015**

| <b>Monthly Receipts</b> |             |              |             | <b>Comparisons</b> |                       |
|-------------------------|-------------|--------------|-------------|--------------------|-----------------------|
| <b>Month</b>            | <b>2013</b> | <b>2014</b>  | <b>2015</b> | <b>Amount</b>      | <b>Percent Change</b> |
| January                 | N/A         | \$ 116,890   | \$ 141,635  | \$ 24,745          | 21.17%                |
| February                | N/A         | 124,039      | \$ 128,226  | \$ 4,187           | 3.38%                 |
| March                   | N/A         | 128,453      | \$ 136,525  | \$ 8,072           | 6.28%                 |
| April                   | N/A         | 174,216      |             |                    |                       |
| May                     | N/A         | 128,723      |             |                    |                       |
| June                    | N/A         | 146,266      |             |                    |                       |
| July                    | N/A         | 134,159      |             |                    |                       |
| August                  | N/A         | 124,690      |             |                    |                       |
| September               | N/A         | 122,892      |             |                    |                       |
| October                 | N/A         | 142,318      |             |                    |                       |
| November                | N/A         | 144,081      |             |                    |                       |
| December                | N/A         | 150,569      |             |                    |                       |
| <b>Totals</b>           | \$ -        | \$ 1,637,295 | \$ 406,386  |                    |                       |

| <b>Year-to-Date Receipts</b> |             |              |             | <b>Comparisons</b> |                       |
|------------------------------|-------------|--------------|-------------|--------------------|-----------------------|
| <b>Month</b>                 | <b>2013</b> | <b>2014</b>  | <b>2015</b> | <b>Amount</b>      | <b>Percent Change</b> |
| January                      | N/A         | \$ 116,890   | \$ 141,635  | \$ 24,745          | 21.17%                |
| February                     | N/A         | \$ 240,929   | 269,861     | \$ 28,932          | 12.01%                |
| March                        | N/A         | \$ 369,382   | 406,386     | \$ 37,004          | 10.02%                |
| April                        | N/A         | \$ 543,598   |             |                    |                       |
| May                          | N/A         | \$ 672,321   |             |                    |                       |
| June                         | N/A         | \$ 818,586   |             |                    |                       |
| July                         | N/A         | \$ 952,745   |             |                    |                       |
| August                       | N/A         | \$ 1,077,435 |             |                    |                       |
| September                    | N/A         | \$ 1,200,327 |             |                    |                       |
| October                      | N/A         | \$ 1,342,645 |             |                    |                       |
| November                     | N/A         | \$ 1,486,726 |             |                    |                       |
| December                     | N/A         | \$ 1,637,295 |             |                    |                       |
| <b>Totals</b>                | N/A         | \$ 1,637,295 |             |                    |                       |

**2015 CITY OF KENT, OHIO**  
**Comparison of Total Income Tax Receipts - Including Police Facility Receipts**  
**as of Month Ended March 31, 2015**

| <b>Monthly Receipts</b> |                      |                      |                     | <b>Comparisons</b> |                       |
|-------------------------|----------------------|----------------------|---------------------|--------------------|-----------------------|
| <b>Month</b>            | <b>2013</b>          | <b>2014</b>          | <b>2015</b>         | <b>Amount</b>      | <b>Percent Change</b> |
| January                 | \$ 897,977           | \$ 1,052,112         | \$ 1,274,841        | \$ 222,729         | 21.17%                |
| February                | 919,060              | 1,116,466            | \$ 1,154,150        | 37,684             | 3.38%                 |
| March                   | 988,906              | 1,156,190            | \$ 1,228,849        | 72,659             | 6.28%                 |
| April                   | 1,330,732            | 1,568,100            |                     |                    |                       |
| May                     | 1,021,364            | 1,158,629            |                     |                    |                       |
| June                    | 1,059,172            | 1,316,523            |                     |                    |                       |
| July                    | 967,424              | 1,207,556            |                     |                    |                       |
| August                  | 989,007              | 1,122,320            |                     |                    |                       |
| September               | 1,205,984            | 1,106,139            |                     |                    |                       |
| October                 | 1,038,755            | 1,280,993            |                     |                    |                       |
| November                | 1,042,418            | 1,296,859            |                     |                    |                       |
| December                | 937,014              | 1,355,243            |                     |                    |                       |
| <b>Totals</b>           | <b>\$ 12,397,812</b> | <b>\$ 14,737,131</b> | <b>\$ 3,657,840</b> |                    |                       |

| <b>Year-to-Date Receipts</b> |                      |                      |              | <b>Comparisons</b> |                       |
|------------------------------|----------------------|----------------------|--------------|--------------------|-----------------------|
| <b>Month</b>                 | <b>2013</b>          | <b>2014</b>          | <b>2015</b>  | <b>Amount</b>      | <b>Percent Change</b> |
| January                      | \$ 897,977           | \$ 1,052,112         | \$ 1,274,841 | \$ 222,729         | 21.17%                |
| February                     | 1,817,036            | 2,168,578            | 2,428,991    | 260,413            | 12.01%                |
| March                        | 2,805,942            | 3,324,768            | 3,657,840    | 333,072            | 10.02%                |
| April                        | 4,136,674            | 4,892,868            |              |                    |                       |
| May                          | 5,158,038            | 6,051,497            |              |                    |                       |
| June                         | 6,217,210            | 7,368,020            |              |                    |                       |
| July                         | 7,184,634            | 8,575,576            |              |                    |                       |
| August                       | 8,173,641            | 9,697,896            |              |                    |                       |
| September                    | 9,379,625            | 10,804,035           |              |                    |                       |
| October                      | 10,418,380           | 12,085,028           |              |                    |                       |
| November                     | 11,460,798           | 13,381,888           |              |                    |                       |
| December                     | 12,397,812           | 14,737,131           |              |                    |                       |
| <b>Totals</b>                | <b>\$ 12,397,812</b> | <b>\$ 14,737,131</b> |              |                    |                       |

# KENT POLICE DEPARTMENT

2015

|                             | FEB<br>2014 | FEB<br>2015 | TOTAL<br>2014 | TOTAL<br>2015 |
|-----------------------------|-------------|-------------|---------------|---------------|
| CALLS FOR SERVICE           | 1476        | 1753        | 2821          | 3517          |
| FIRE CALLS                  | 293         | 321         | 637           | 626           |
| ARRESTS, TOTAL              | 168         | 154         | 288           | 325           |
| JUVENILE ARRESTS            | 15          | 7           | 26            | 12            |
| O.V.I. ARRESTS              | 17          | 16          | 29            | 37            |
| TRAFFIC CITATIONS           | 290         | 282         | 470           | 570           |
| PARKING TICKETS             | 340         | 481         | 651           | 876           |
| <b>ACCIDENT REPORTS</b>     | <b>67</b>   | <b>125</b>  | <b>144</b>    | <b>228</b>    |
| Property Damage             | 39          | 80          | 90            | 151           |
| Injury                      | 9           | 10          | 14            | 18            |
| Private Property            | 8           | 27          | 22            | 47            |
| Hit-Skip                    | 7           | 8           | 14            | 12            |
| OVI Related                 | 2           | 1           | 2             | 4             |
| Pedestrians                 | 2           | 1           | 2             | 2             |
| Fatals                      | 0           | 0           | 0             | 0             |
| <b>U.C.R. STATISTICS</b>    |             |             |               |               |
| Homicide                    | 0           | 0           | 0             | 0             |
| Rape                        | 0           | 0           | 0             | 1             |
| Robbery                     | 0           | 2           | 2             | 2             |
| Assault Total               | 22          | 20          | 37            | 35            |
| Serious                     | 6           | 0           | 6             | 3             |
| Simple                      | 17          | 20          | 32            | 32            |
| Burglary                    | 7           | 7           | 11            | 15            |
| Larceny                     | 25          | 16          | 77            | 40            |
| Auto Theft                  | 2           | 0           | 3             | 0             |
| Arson                       | 0           | 1           | 0             | 1             |
| Human Trafficking:Servitude | 0           | 0           | 0             | 0             |
| Human Trafficking:Sex Acts  | 0           | 0           | 0             | 0             |
| <b>TOTAL</b>                | <b>56</b>   | <b>46</b>   | <b>130</b>    | <b>94</b>     |
| <b>CRIME CLEARANCES</b>     |             |             |               |               |
| Homicide                    | 0           | 0           | 0             | 0             |
| Rape                        | 0           | 0           | 0             | 0             |
| Robbery                     | 0           | 1           | 1             | 1             |
| Assault Total               | 12          | 19          | 29            | 30            |
| Serious                     | 1           | 0           | 2             | 4             |
| Simple                      | 11          | 19          | 27            | 26            |
| Burglary                    | 2           | 3           | 4             | 6             |
| Larceny                     | 8           | 3           | 10            | 5             |
| Auto Theft                  | 6           | 0           | 6             | 0             |
| Arson                       | 1           | 0           | 1             | 0             |
| Human Trafficking:Servitude | 0           | 0           | 0             | 0             |
| Human Trafficking:Sex Acts  | 0           | 0           | 0             | 0             |
| <b>TOTAL</b>                | <b>29</b>   | <b>26</b>   | <b>51</b>     | <b>42</b>     |

**KENT CITY PLANNING COMMISSION  
BUSINESS MEETING  
MAY 5, 2015**

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

**A G E N D A**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **READING OF PREAMBLE**
- IV. **ADMINISTRATION OF OATH**
- V. **CORRESPONDENCE**
- VI. **OLD BUSINESS**
- VII. **NEW BUSINESS**

- A. **PC15-007 KLABEN CHRYSLER SERVICE  
1338 W. Main Street  
Conditional Zoning Certificate & Site Plan Review**

**The applicant is requesting a Conditional Zoning Certificate and Site Plan Review and Approval in order to construct a 7,644 sq. ft addition to the automotive service facility to accommodate an additional three service bays. The subject property is zoned IC-R: Intensive Commercial-Residential District.**

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

- B. **PC15-008 WASCKO ART GALLERY  
911 Stow Street  
Conditional Zoning Certificate & Site Plan Review**

**The applicant is seeking a Conditional Zoning Certificate and Site Plan Review and Approval to operate an art gallery as a home**

occupation. The subject property is zoned R-C: Residential Commercial District.

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

VIII. OTHER BUSINESS

- A. Presentation by Jim Bowling, City Engineer regarding potential road and bike projects.

IX. ADJOURNMENT





# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

**DATE:** April 23, 2015  
**TO:** Kent City Planning Commission  
**FROM:** Jennifer Barone, PE, Development Engineer  
**RE:** Staff Report for the May 5, 2015 Planning Commission Meeting

The following items appear on the agenda for the May 5, 2015 Planning Commission meeting:

### **NEW BUSINESS**

**CASE NO:** PC15-007 Klaben Chrysler Service Department Expansion

**APPLICANT:** Klaben Property Management

**SITE LOCATION:** 1338 West Main Street

**STATUS OF APPLICANT:** Klaben Property Management is the owner.

**REQUESTED ACTION:** Conditional Zoning Certificate and Site Plan Review & Approval to construct a building addition.

**ZONING:** IC-R: Intensive Commercial - Residential District

**TRAFFIC:** The parcel is accessed from West Main Street and Deidrick Road.

**SURROUNDING LAND USES:** The property is surrounded by commercial on the north, east and residential on the west (Stow) and south sides.

**APPLICABLE CODE SECTIONS:** Chapters 1107, 1113, 1143 and 1171 of the Kent Codified Ordinances (KCO).

**ANALYSIS:**

***PROJECT DESCRIPTION:***

The owner of Klaben Chrysler is requesting to construct a 7,644 SF addition to the automotive service facility located at 1338 West Main Street to accommodate an additional 3 service bays.

Automotive services is a conditionally permitted use in the IC-R zoning district and subject to the requirements outlined in Sections 1171.01 (2), (3), (5), (7), (9), (11), (39), and (41) of the Kent Codified Ordinances as listed below. Staff believes these conditions have been met.

- (2) Loudspeakers which cause a hazard or annoyance shall not be permitted.
- (3) All points of vehicular entrance or exit shall be located no closer than 200 feet from the intersection of two major thoroughfares, or no closer than 100 feet from the intersection of a major thoroughfare and a local or collector thoroughfare.
- (5) No lighting shall constitute a nuisance or in any way impair safe movement of traffic on any street or highway; no lighting shall shine directly on adjacent properties.
- (7) Such developments shall be located on major thoroughfares or at intersections of major and/or collector thoroughfares.
- (9) Such uses shall not require uneconomical extensions of utility services at the expense of the community
- (11) Such uses shall be properly landscaped to be harmonious with the surrounding residential uses.
- (39) A performance bond or other financial guarantee acceptable to the Planning Commission shall be placed with the City to insure that the landscaping be installed, and that the hard surfacing of the access drives and parking and service areas be installed, and that adequate storm water drainage be installed, all in accordance with the Commission's approved plans.
- (41) All activities, except those required to be performed at fuel pumps, shall be carried on inside a building; if work is performed on a vehicle, such vehicle shall be entirely within a building.

***TRAFFIC/PARKING:***

Ingress and egress is from both West Main Street and Deidrick Road. No changes to the parking are proposed.

***UTILITIES:***

N/A

***STORMWATER:***

No storm water management is required since impervious area is replacing impervious area.

***SIGNAGE:***

No additional signs are proposed.

***LIGHTING/LANDSCAPING/DUMPSTER:***

No changes to the lighting, landscaping or dumpster location are proposed.

***ARCHITECTURAL REVIEW BOARD:***

The Architectural Review Board did not review this project.

***VARIANCES:***

No variances are required.

**RECOMMENDATION:**

Staff is recommending approval with the conditions listed below.

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

I move that in Case PC15-007, the Planning Commission approve the Conditional Zoning Certificate and Site Plan to construct an addition to the Klaben Chrysler automobile service department building at 1338 West Main Street subject to submitting for technical plan review and approval.

**List of Enclosures for this Project:**

1. Applicant Cover Letter and plans received March 19, 2015
2. Aerial Topo, Aerial Photo and Zoning Map

|                                      |   |
|--------------------------------------|---|
| <b><u>CASE NO:</u></b>               | <b>PC15-008 Wascko Art Gallery</b>  |
| <b><u>APPLICANT:</u></b>             | David Wascko  |
| <b><u>SITE LOCATION:</u></b>         | 911 Stow Street   |
| <b><u>STATUS OF APPLICANT:</u></b>   | The applicant is the owner.   |
| <b><u>REQUESTED ACTION:</u></b>      | Conditional Zoning Certificate and Site Plan Review & Approval to operate a home occupation.              |
| <b><u>ZONING:</u></b>                | R-C: High Density Multifamily – Commercial District   |
| <b><u>TRAFFIC:</u></b>               | The parcel is accessed from Stow Street.  |
| <b><u>SURROUNDING LAND USES:</u></b> | The property is surrounded by industrial on the east and north sides and residential on the west & south. |

APPLICABLE CODE SECTIONS: Chapters 1107, 1113, 1137 and 1171 of the Kent Codified Ordinances (KCO).

ANALYSIS:

*PROJECT DESCRIPTION:*

The applicant is an artist and wishes to work out of his home and utilize a room at the front of his home as a gallery.

Home occupations are a conditionally permitted use in the R-C zoning district subject to the requirement outlined in Sections 1171.01 (19) of the Kent Codified Ordinances as listed below. Staff believes this condition has been met.

- (19) Such uses shall be permitted subject to the following conditions:
- (a) Such use shall be conducted entirely within the dwelling unit and no use of any accessory building or yard space shall be permitted.
  - (b) Such use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes.
  - (c) Such use shall be conducted only by persons residing in the dwelling unit and not more than one other person.
  - (d) There shall be no display nor stock in trade nor commodities sold except those which are produced on the premises.
  - (e) The use shall not involve the use of more than thirty-three and one-third percent of the floor area of only one story.
  - (f) One unlighted name plate not more than one square foot in area announcing the name of home occupation shall be permitted.
  - (g) Such uses shall not create a nuisance by reason of noise, odor, dust, vibration, fumes, smoke, electrical interference or other causes.

*TRAFFIC/PARKING:*

Ingress and egress is from Stow Street. The applicant anticipates one or two visitors at any one time. The existing driveway is long enough to accommodate at least 4 stacked cars. The applicant has also spoken with Akro-Plastics about using the adjacent parking lot. Should the Planning Commission find that the existing driveway configuration is inadequate, staff recommends a condition to secure in writing the permission to utilize Akro-Plastics parking lot. Parking on Stow Street is prohibited in this area (Haymaker Parkway to West Main Street).

*UTILITIES:*

NA

*STORMWATER:*

NA

*SIGNAGE:*

The applicant does plan to install a small sign. In a residential zone, the KCO allows for one sign, non-illuminated, with a maximum area of one (1) square feet.

**LIGHTING/LANDSCAPING/DUMPSTER:**

NA

**ARCHITECTURAL REVIEW BOARD:**

The Architectural Review Board did not review this project.

**VARIANCES:**

No variances are required.

**RECOMMENDATION:**

Staff is recommending approval with the conditions listed below.

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

I move that in Case PC15-008, the Planning Commission approve the Conditional Zoning Certificate and Site Plan to operate an art gallery as a home occupation at 911 Stow Street subject to the following conditions:

1. Installing one non-illuminated sign with a maximum area of one (1) square feet.
2. Obtaining written permission from Akro-Plastics to utilize their parking lot.
3. Limiting the hours to 10 am to 8 pm.
4. Limiting the visitors to two at any one time.

**List of Enclosures for this Project:**

1. Applicant Cover Letter and plans received March 25, 2015
2. Aerial Topo, Aerial Photo and Zoning Map

cc: Bridget Susel, Community Development Director  
Jim Bowling, City Engineer  
Eric Fink, Assistant Law Director  
Heather Phile, Development Planner  
Applicants  
PC Case File



## KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT March 2015

### FIRE INCIDENT RESPONSE INFORMATION

#### Summary of Fire Incident Alarms

|                                   | CURRENT PERIOD |           |           | YEAR TO DATE |            |            |
|-----------------------------------|----------------|-----------|-----------|--------------|------------|------------|
|                                   | 2015           | 2014      | 2013      | 2015         | 2014       | 2013       |
| City of Kent                      | 36             | 40        | 54        | 131          | 138        | 142        |
| Kent State University             | 3              | 4         | 7         | 12           | 21         | 29         |
| Franklin Township                 | 14             | 5         | 7         | 33           | 22         | 24         |
| Sugar Bush Knolls                 | 0              | 0         | 1         | 0            | 3          | 3          |
| Brady Lake Village                | 0              | 0         | 0         | 0            | 0          | 0          |
| Mutual Aid Given                  | 2              | 8         | 6         | 7            | 12         | 10         |
| <b>Total Fire Incident Alarms</b> | <b>55</b>      | <b>57</b> | <b>75</b> | <b>183</b>   | <b>196</b> | <b>208</b> |

#### Summary of Mutual Aid Received by Location

|                         |          |          |          |          |          |          |
|-------------------------|----------|----------|----------|----------|----------|----------|
| City of Kent            | 0        | 0        | 1        | 2        | 1        | 2        |
| Kent State University   | 0        | 0        | 0        | 0        | 0        | 1        |
| Franklin Township       | 0        | 0        | 1        | 2        | 0        | 1        |
| Sugar Bush Knolls       | 0        | 0        | 0        | 0        | 0        | 0        |
| Brady Lake Village      | 0        | 0        | 0        | 0        | 0        | 0        |
| <b>Total Mutual Aid</b> | <b>0</b> | <b>0</b> | <b>2</b> | <b>4</b> | <b>1</b> | <b>4</b> |

### EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

#### Summary of Emergency Medical Service Responses

|  | CURRENT PERIOD |            |            | YEAR TO DATE |            |            |
|--|----------------|------------|------------|--------------|------------|------------|
|  | 2015           | 2014       | 2013       | 2015         | 2014       | 2013       |
| City of Kent                                     | 197            | 172        | 219        | 559          | 526        | 589        |
| Kent State University                            | 29             | 30         | 25         | 81           | 98         | 89         |
| Franklin Township                                | 27             | 29         | 37         | 96           | 88         | 102        |
| Sugar Bush Knolls                                | 3              | 0          | 0          | 6            | 2          | 2          |
| Brady Lake Village                               | 3              | 0          | 0          | 6            | 0          | 0          |
| Mutual Aid Given                                 | 4              | 0          | 5          | 9            | 9          | 12         |
| <b>Total Emergency Medical Service Responses</b> | <b>263</b>     | <b>231</b> | <b>286</b> | <b>757</b>   | <b>723</b> | <b>794</b> |

#### Summary of Mutual Aid Received by Location

|                         |          |          |          |          |          |           |
|-------------------------|----------|----------|----------|----------|----------|-----------|
| City of Kent            | 1        | 0        | 3        | 3        | 4        | 13        |
| Kent State University   | 0        | 0        | 0        | 0        | 1        | 0         |
| Franklin Township       | 0        | 0        | 0        | 0        | 0        | 2         |
| Sugar Bush Knolls       | 0        | 0        | 0        | 0        | 0        | 0         |
| Brady Lake Village      | 0        | 0        | 0        | 0        | 0        | 0         |
| <b>Total Mutual Aid</b> | <b>1</b> | <b>0</b> | <b>3</b> | <b>3</b> | <b>5</b> | <b>15</b> |

#### TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

|  |            |            |            |            |            |             |
|--|------------|------------|------------|------------|------------|-------------|
|  | <b>318</b> | <b>288</b> | <b>361</b> | <b>940</b> | <b>919</b> | <b>1002</b> |
|--|------------|------------|------------|------------|------------|-------------|

#### TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

|  |            |            |            |            |            |             |
|--|------------|------------|------------|------------|------------|-------------|
|  | <b>319</b> | <b>288</b> | <b>366</b> | <b>947</b> | <b>925</b> | <b>1021</b> |
|--|------------|------------|------------|------------|------------|-------------|