



CITY COUNCIL

CITY OF KENT ■ 320 S. DEPEYSTER STREET ■ KENT, OHIO 44240 ■ 330-678-8007

Wednesday, April 15, 2020
COMBINED Council Committee Meetings & Regular Council Meeting
7:00 p.m.

Due to the Governor's Stay at Home order to prevent Covid-19 spread which is in effect until May 1, 2020, both the Council Committee Meetings and Regular Council Meetings will be held remotely and livestreamed on the City of Kent's YouTube channel located here:

<https://tinyurl.com/qgleh8e>

COUNCIL COMMITTEE MEETING AGENDA

7:00 P.M. BOARD OF CONTROL

7:05 P.M. CALL TO ORDER

Public Health & Safety; Chair Amrhein/ Vice Chair Sidoti

- Covid-19 Staff Update (Siedel)
- Parks & Rec Request to Authorize Alcohol at 2020 Art in the Park Event (Schwartzhoff)

Streets, Sidewalks & Utilities Committee; Chair Sidoti/ Vice-Chair Wallach

- Proposed License Agreement for Outdoor Patio at Barrio's (Bowling)

Community Development Committee; Chair Kuhar/ Vice-Chair Rosenberg

- Proposed Sublease Agreement Renewal for the Haymaker Farmer's Market Property (Susel)

Finance Committee; Chair DeLeone/ Vice-Chair Wallach

- Authorize Parks & Rec to Submit a State of Ohio Nature Works Grant (Schwartzhoff)
- Proposed 2020 Budget Appropriations Amendment (Hall)

ADJOURNMENT

April 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Council Committee Mtg. Rescheduled for 4/15/20	2	3	4
5	6	7	8	9	10	11
12	13	14 5:30 p.m. Health Board Meeting. (virtual meeting)	15 7:00 p.m. Committee and Reg. Council Mtg. (virtual meeting/YouTube)	16	17	18
19	20 5 pm Civil Service 7 pm BZA Mtg.	21 7 pm Planning Commission Mtg	22	23	24	25
26	27	28	29	30		

KENT CITY COUNCIL'S PENDING LIST

ADMINISTRATION

(City Manager)

1. Study of pedestrians and vehicles, with consideration for four-way stop signs or a method for making pedestrians cross safer in the downtown area (4/14 & 2/16) HS; Crosswalk/curb @ N. Water Street/Portage St. (4/15 & 2/16) JK. (Combined 2/17)
2. Sustainability Commission to come up with at least ten actions that can be adopted to fend off global warming, posting the same with the media (7/14 & 2/16) TW; Further discussions on sustainability (7/16) HS. (Combined 2/17)
3. Placement of City checkbook online (3/15 & 2/16) GF
4. Possible sponsorship of Syrian family (12/15) TW; Kent as a Compassionate City (7/16) (Combined 2/17)
5. Look into creating a Senior Center Advisory Committee after the Election (10/17) GF & RS
6. Discussion regarding Flash Fleet Bicycles located throughout City. (9/19) JK & RS
7. Unattended idling cars. (9/19) TW
8. Conflict of Interest for Boards and Commissions (12/19) HS.

COUNCIL COMMITTEES

COMMUNITY DEVELOPMENT COMMITTEE

(Kuhar/Rosenberg)

1. Senior Housing Discussion (6/17) TW

FINANCE COMMITTEE

(DeLeone/Wallach)

HEALTH & SAFETY COMMITTEE

(Amrhein/Sidoti)

LAND USE COMMITTEE

(Ferrara/Shaffer)

1. Simple Recycling– Legislation Draft No. 17-84 failed on 2nd reading, postponed indefinitely & placed on pending List. (10/17) JA

STREETS, SIDEWALKS, AND UTILITIES COMMITTEE

(Sidoti/Wallach)

1. Consideration of a 3rd category for Sidewalk and curb replacements (4/18) JA
2. To review the cost to fix the known sidewalk problems and to come up with a more comprehensive plan (11/15) HS
3. Sidewalk Upkeep Discussion (9/18) HS

Any person who requires an auxiliary aid or service for effective communication or a modification of policies and procedures to participate in and City or City Council public meeting or event should contact the Clerk of Council at 330-676-7555 or councilclerk@kent-ohio.org. Any request for auxiliary aid or other accommodation should be made as soon as possible, but no later than forty-eight hours prior to the event.



Wednesday, April 15, 2020
Regular City Council Meeting
Immediately Following Council Committee Meetings

AGENDA

Due to the current Coronavirus (Covid-19) Pandemic and to ensure the health and safety of Kent residents, City Council is amending the Regular Meeting Agenda. The meeting will be held virtually and live streamed on the City of Kent's YouTube Channel.

REGULAR COUNCIL

1. Roll Call
2. Pledge of Allegiance (Ms. Rosenberg)
3. Approval of Minutes
 - 3.1 Regular City Council Meeting of March 18, 2020
4. Communications
 - 4.1 Audience Remarks
 - 4.1.1 Residents wishing to comment on an agenda item must submit comments to the Clerk of Council at councilclerk@kent-ohio.org. Comments will be part of the official record and recorded in the meeting minutes.
5. City Manager's Report
6. Standing Committees & Legislation
 - 6.1 Public Health and Safety (Amrhein/Sidoti)
 - 6.1.1 Committee Meeting Minute Approval: Minutes in Progress
 - 6.1.2 Action Recommended:
 - 1) Authorize the proposed sale of alcohol at the Art in the Park event scheduled for September 2020
 - 6.1.3 **Draft No 2020-25 AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE THE SALE OF LIQUOR AT FRED FULLER PARK FOR THE ANNUAL ART IN THE PARK FESTIVAL BEING HELD SEPTEMBER 12, 2020 THROUGH SEPTEMBER 13, 2020, AND DECLARING AN EMERGENCY.**
(Authorized)

6.2 Streets, Sidewalks and Utilities (Sidoti/Wallach)

- 6.2.1 Committee Meeting Minute Approval: Minutes in Progress
- 6.2.2 Action Recommended:
 - 1) Authorize the proposed ROW License Agreement for Barrio Patio
- 6.2.3 **Draft No 2020-26 AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A LICENSE AGREEMENT BETWEEN THE CITY OF KENT AND KENT TACOS, LLC (BARRIO) TO INSTALL A FENCED OUTDOOR PATIO TO EXPAND THE SERVICE AT THEIR DOWNTOWN LOCATION, AND DECLARING AN EMERGENCY. (Authorized)**

6.3 Community Development (Ferrara/Schafer)

- 6.3.1 Committee Meeting Minute Approval: Minutes in Progress
- 6.3.2 Action Recommended:
 - 1) Authorize the renewal of the sublease for the Haymaker Farmer's Market
- 6.3.3 **Draft No 2020-27 AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO RENEW THE AGREEMENT WITH THE HAYMAKER FARMERS' MARKET FOR THE SUB-LAND LEASE OF A PARKING LOT LOCATED NORTH OF SUMMIT STREET, WEST OF FRANKLIN AVENUE, AND EAST OF AKRON BARBERTON CLUSTER RAILWAY COMPANY'S MAIN LINE TRACK, CONTAINING 0.168 ACRES, FOR THE PERIOD OF MAY 2, 2020 THROUGH OCTOBER 31, 2020; CONTINGENT ON THE CONTINUATION OF THE CITY'S LEASE WITH THE AKRON BARBERTON CLUSTER RAILWAY COMPANY, FOR THE AMOUNT OF \$1.00; AND DECLARING AN EMERGENCY. (Authorized)**

6.4 Finance Committee (DeLeone/Wallach)

- 6.4.1 Committee Meeting Minute Approval: Minutes in Progress
- 6.4.2 Action Recommended:
 - 1) Authorize Parks and Recreation to submit an Ohio Nature Works grant in the amount of \$22,500; and authorize acceptance and appropriation of the grant funds if approved by the State.
 - 2) Approve the 2020 budget appropriations amendments as presented.
 - 3) Authorize acceptance of donated public safety items for Covid-19.
- 6.4.3 **Draft No 2020-28 AN ORDINANCE AUTHORIZING KENT PARKS & RECREATION TO SUBMIT AN APPLICATION FOR A 2020 NATUREWORKS GRANT FOR \$22,500, WITH THE CITY OF KENT MATCHING \$7500, FOR A TOTAL BUDGETED AMOUNT OF \$30,000 FOR THE REVOVATION OF THE BASKETBALL COURT AT AL LEASE PARK, AND DECLARING AN EMERGENCY. (Authorized)**

- 6.4.4 **Draft No 2020-29** AN ORDINANCE AMENDING ORDINANCE NO. 2019-139, THE CURRENT APPROPRIATION ORDINANCE, PASSED DECEMBER 18, 2019; SO AS TO ADJUST APPROPRIATIONS, TRANSFERS AND ADVANCES FROM THE VARIOUS FUNDS OF THE CITY OF KENT TO INDIVIDUAL ACCOUNTS FOR THE CURRENT EXPENSES OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020; AND DECLARING AN EMERGENCY. (Authorized)
- 6.4.5 **Draft No. 2020-30** AN ORDINANCE AUTHORIZING THE CITY MAMAGER, OR HIS DESIGNEE, TO ACCEPT ANY COVID-19 RELATED DONATIONS DURING THE COVID-19 PANDEMIC, AND DECLARING AN EMERGENCY. (Unauthorized)

7. Councilmembers' Comments- *Submit comments to Clerk of Council to be included in the record prior to meeting*
8. Adjournment



City Council Regular Meeting Minutes
The City of Kent, Ohio
Wednesday, March 18, 2020

Special Note: This was an abbreviated meeting due to the Covid-19 Pandemic to approve any outstanding ordinances/resolutions. See notations below each heading for specific items not discussed.

At 7:30 p.m., Mayor Jerry T. Fiala called the **Regular Meeting of Kent City Council** to order. Roll was taken.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Ms. Gwen Rosenberg; Ms. Heidi Shaffer; Mr. Roger Sidoti; Ms. Tracy Wallach

ALSO, PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Amy Wilkens, Clerk of Council

ABSENT: Mr. Robin Turner; Mr. John Kuhar

Mr. DeLeone led the meeting in the Pledge of Allegiance and afterwards Mayor Fiala asked for roll to be called. A MOTION TO EXCUSE both Mr. Turner and Mr. Kuhar was made by Mr. DeLeone, SECONDED by Mr. Sidoti and CARRIED by a voice vote of 7-0.

APPROVAL OF MINUTES:

MOTION TO APPROVE THE MINUTES OF THE REGULAR COUNCIL MEETING OF February 19, 2020 made by Mr. DeLeone, seconded by Mr. Sidoti, and CARRIED by a voice vote of 6-0-1 with Ms. Wallach abstaining.

COMMUNICATIONS:

City Manager's Report was called for by Mayor Fiala.

- 1) Authorize the acceptance and appropriation of a \$1,596 donation to Kent Parks & Recreation for playground equipment from the Kent Junior Mothers Club. (Draft #2020-24)
- 2) Authorize the Clerk to schedule a public hearing on April 1st for consideration of a proposed Zoning change for 500 VFQ Parkway.
- 3) Authorize the Clerk to schedule Committee of the Whole time for Council to interview applicants for City Boards and Commissions.
- 4) Request Committee of the Whole time to receive an update on the status of the new City Hall project.
- 5) Request of Public Health and Safety Committee time to provide an update on the status of the local efforts to contain and manage the Covid-19 disease.
- 6) Request Public Health and Safety Committee time to request Council's authorization to allow alcohol sales at the 2020 Art in the Park event.
- 7) Request Streets, Sidewalks & Utilities Committee time to request Council's authorization of a proposed license agreement of an outdoor patio at Barrio's on S. Water Street.
- 8) Request Community Development time for Council to approve the renewal of the sublease agreement for the Haymaker Farmer's Market on Franklin Avenue.
- 9) Request Land Use Committee time for Council to consider a request to rezone the parcel at 400 VFW Parkway from I-Industrial to R-3 High Density Residential.
- 10) Request Finance Committee time for Council's Authorization to submit a State of Ohio Nature Works grant in the amount of \$30,000 to be used to renovate the basketball court at Al Lease Park.

- 11) Request Finance Committee time for Council's authorization of the proposed 2020 Budget Appropriations Amendment.

MOTION TO APPROVE ITEMS #1-11 OF THE CITY MANAGER'S REPORT made by Mr. Amrhein, seconded by Mr. DeLeone, and CARRIED by a voice vote of 7-0.

STANDING COMMITTEES/ LEGISLATION

1. COMMITTEE OF THE WHOLE:

NO MINUTES OR RECOMMENDED ACTIONS TO BE APPROVED.

2. COMMUNITY DEVELOPMENT COMMITTEE:

MOTION TO APPROVE THE COMMUNITY DEVELOPMENT MEETING MINUTES of March 4, 2020 made by Ms. Rosenberg, seconded by Mr. Ferrara, and CARRIED by a voice vote of 6-0-1, with Ms. Wallach abstaining.

Recommended Actions:

- 1) None

3. STREETS, SIDEWALKS & UTILITIES COMMITTEE:

MOTION TO APPROVE THE STREETS, SIDEWALKS & UTILITIES COMMITTEE MEETING MINUTES of March 4, 2020 made by Mr. Sidoti, seconded by Mr. Ferrara, and CARRIED by a voice vote of 6-0-1, with Ms. Wallach abstaining.

Recommended Actions:

- 1) Authorize the Main Street Kent Burbick Way Lighting Agreement
- 2) Authorize the City-KSU East Main Street Improvement Project
- 3) Authorize the location change to the Kent Craft Brew Fest

MOTION TO APPROVE THE STREETS, SIDEWALKS & UTILITIES COMMITTEE ACTION ITEMS made by Ms. Rosenberg, seconded by Mr. Ferrara, and CARRIED by a voice vote of 7-0.

Draft No 2020-17 AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH CITY OF KENT, OHIO (CITY), MAIN STREET KENT (MSK), PAUL A. & SUSAN K. BRAYDEN (BRAYDEN) AND ARTHUR PROPERTY MANAGEMENT LLC (APM) TO ALLOW MSK TO INSTALL OVERHEAD STRING LIGHTING ON BURBICK WAY NEAR SOUTH WATER STREET, AND ALSO ENTER INTO A LICENSE AGREEMENT WITH MSK TO PERMIT THE USE OF THE RIGHT-OF-WAY FOR THE PURPOSE OF PROVIDING DECORATIVE OVERHEAD LIGHTING, AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Ms. Shaffer seconded by Mr. Ferrara. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

MOTION TO ADOPT DRAFT NO. 2020-17 made by Ms. Shaffer and seconded by Mr. Ferrara. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

ORDINANCE NO. 2020-17 PASSED as stated by Clerk Wilkens.

Draft No 2020-18 AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO CONTINUE THE EAST MAIN STREET IMPROVEMENTS AGREEMENT BETWEEN THE CITY OF KENT, KENT STATE UNIVERSITY AND PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (PARTA) AND BEGIN THE NEXT PHASE OF THE PROJECT DESIGN PROCESS, AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Ms. Shaffer seconded by Mr. Ferrara. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

MOTION TO ADOPT DRAFT NO. 2020-18 made by Ms. Shaffer and seconded by Mr. Sidoti. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

ORDINANCE NO. 2020-18 PASSED as stated by Clerk Wilkens.

Draft No. 2020-19 AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE A NEW SPECIAL EVENT APPLICATION FROM THE KENT JAYCEES KNOWN AS "2ND ANNUAL KENT CRAFT BEER FEST" TO BE HELD ON SATURDAY, MAY 16, 2020, AND THE TEMPORARY CLOSURE OF FRANKLIN AVENUE FROM MAIN STREET TO WEST COLLEGE AVENUE, AND DECLARING AN EMERGENCY.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara seconded by Mr. Sidoti. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

MOTION TO ADOPT DRAFT NO. 2020-19 made by Mr. Ferrara seconded by Mr. Sidoti. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

ORDINANCE NO. 2020-19 PASSED as stated by Clerk Wilkens.

4. LAND USE COMMITTEE:

NO MINUTES OR RECOMMENDED ACTIONS TO BE APPROVED.

5. HEALTH AND SAFETY COMMITTEE:

NO MINUTES OR RECOMMENDED ACTIONS TO BE APPROVED.

6. FINANCE COMMITTEE:

MOTION TO APPROVE THE FINANCE COMMITTEE MINUTES of March 4, 2020 made by Mr. DeLeone, seconded by Mr. Sidoti, and CARRIED by a voice vote of 7-0-1, with Ms. Wallach abstaining.

MOTION TO APPROVE THE FINANCE COMMITTEE ACTION ITEMS made by Ms. Wallach, seconded by Mr. Ferrara, and CARRIED by a voice vote of 7-0.

Recommended Actions:

- 1) Accept and allocate the ODNR hike and bike trail grant funds
- 2) Authorize the acceptance and appropriation of the NOPEC grant funds
- 3) Authorize the proposed loan forgiveness
- 4) Approve the 2020 budget appropriation amendments

Draft No **2020-20**: AN ORDINANCE ACCEPTING A GRANT FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) 2019 RECREATIONAL TRAILS PROGRAM (RTP) GRANT IN THE AMOUNT OF \$150,000 TO BE USED TO FUND THE BRADY'S LEAP SEGMENT OF THE PORTAGE HIKE AND BIKE TRAIL, AND DECLARING AN EMERGENCY. was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Ms. Shaffer and seconded by Mr. Sidoti. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

MOTION TO ADOPT DRAFT No. 2020-20 made by Ms. Shaffer and seconded by Mr. Ferrara. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

Ordinance 2020-20 PASSED as stated by Clerk Wilkens

Draft No 2020-21 AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SECURE NOPEC GRANT FUNDS THAT ARE AVAILABLE TO THE CITY (UP TO \$65,500.00) TO USE FOR ENERGY SAVING RELATED INVESTMENTS, AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Amrhein and seconded by Mr. Ferrara. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

MOTION TO ADOPT DRAFT No. 2020-21 made by Mr. Sidoti and seconded by Mr. Ferrara. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

Ordinance 2020-21 PASSED as stated by Clerk Wilkens

Draft No. 2020-22 AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO FORGIVE FORMER HOUSING REHABILITATION LOANS IN THE AMOUNT OF \$16,386.00 THAT HAVE BEEN UNABLE TO BE SECURED THROUGH LEGAL REMEDY AND ARE NO LONGER DEEMED PRACTICAL TO RECOVER FOR THE PROPERTY AT 1501 FRANKLIN AVENUE; AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and seconded by Mr. Amrhein. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

MOTION TO ADOPT DRAFT No. 2020-22 made by Mr. Sidoti and seconded by Mr. Ferrara. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0

Ordinance 2020-22 PASSED as stated by Clerk Wilkens.

Draft No. 2020-23 AN ORDINANCE AMENDING ORDINANCE NO. 2019-139, THE CURRENT APPROPRIATION ORDINANCE, PASSED DECEMBER 18, 2019; SO AS TO ADJUST APPROPRIATIONS, TRANSFERS AND ADVANCES FROM THE VARIOUS FUNDS OF THE CITY OF KENT TO INDIVIDUAL ACCOUNTS FOR THE CURRENT EXPENSES OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020; AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Amrhein and seconded by Mr. Sidoti. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

MOTION TO ADOPT DRAFT No. 2020-23 made by Mr. Sidoti and seconded by Mr. Ferrara. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0

Ordinance 2020-23 PASSED as stated by Clerk Wilkens.

Draft No. 2020-24 AN ORDINANCE ACCEPTING A DONATION IN THE AMOUNT OF \$1,596.00 TO THE CITY OF KENT PARKS & RECREATION DEPARTMENT FROM THE KENT JUNIOR MOTHERS CLUB FOR THE PURCHASE OF PLAYGROUND EQUIPMENT FOR THE PLAYGROUND AT PLUM CREEK PARK, AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Amrhein and seconded by Mr. Sidoti. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0.

MOTION TO ADOPT DRAFT No. 2020-24 made by Mr. Sidoti and seconded by Mr. Ferrara. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Ms. Wallach. The Motion CARRIED by a roll call vote of 7-0

Ordinance 2020-24 PASSED as stated by Clerk Wilkens.

SPECIAL COMMITTEE REPORTS: NONE

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

COUNCILMEMBERS' COMMENTS: NONE

MAYOR'S REPORT: NONE

The Regular Meeting adjourned at 7:45 P.M.

Amy Wilkens
Clerk of Council

Jerry T. Fiala
Mayor and President of Council

MEMORANDUM

To: Kent City Council

From: Nancy Pizzino, Recreation Supervisor

Date: April 7, 2020

Re: Wine Festival in Fred Fuller Park

Kent Parks and Recreation Department would like to include a wine festival at the Art In The Park Festival on September 12th and 13th of 2020. The Wine Festival will include a minimum of 5 local winery's to showcase and offer taste testing along with the opportunity to sell bottles of wine to the patrons.

Kent Parks and Recreation Dept. would like to have City Council approval for the sale of liquor in Fred Fuller Park on September 12th and 13th, 2020 prior to applying for a liquor license through the State of Ohio Department of Commerce.

Thank you

Cc: Amy Wilkens, Clerk of Council
Dave Ruller, Kent City Manager
Kevin Schwartzhoff, Parks Director

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jim Bowling *SS*

DATE: March 12, 2020

RE: Barrio – License Agreement

The Service Department is requesting council's consideration and approval of the attached License Agreement for Kent Tacos LLC. (Barrio). Barrio would like to install a fenced outdoor patio to expand the service at their downtown location. We have worked with Barrio to come up with a plan to maximize the number of additional seats while maintaining sufficient sidewalk space for pedestrians (typically 6 feet). The installation of the patio will require Barrio to relocate several small items in the right-of-way, including a pedestrian kiosk, two benches and a parking meter.

C: Melanie Baker
Hope Jones
Harrison Wicks
Sandy Lance
file

CITY OF KENT, OHIO
LICENSE AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and Kent Tacos LLC., hereinafter called the "Licensee."

The City is the owner, in fee simple or by highway easement, of land, hereinafter known as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Part 1 below, in accordance with the laws and Charter of the City of Kent. The Property is more particularly described in the attached exhibit listed below.

Exhibit "A" – Proposed Patio & License Area Layout

The parties hereto covenant and agree as follows:

1. NATURE OF INTEREST:

The Licensee understands that by issuing this license, the City has merely granted the Licensee the right to occupy the right-of-way and this license does not grant or convey to the Licensee any interest in the Property.

2. USE:

2.1 The Property shall be used for the purpose of: installing an
outdoor patio with fencing

_____ and for no other purpose.

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

3. TERM:

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on _____, 2020, and ending on _____, 2021 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 14.

4. NECESSARY LICENSES AND PERMITS:

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

All correspondence to the City shall be addressed:

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

All correspondence to the Licensee shall be addressed:

Barrio

3190 W. 63rd St.

Cleveland, Ohio 44102

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

5. STORAGE AND VENDING:

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

6. TAXES:

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

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

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

8. **CITY USE OF PROPERTY:**

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

9. **MAINTENANCE OF PROPERTY:**

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

10. **MAINTENANCE OF IMPROVEMENTS:**

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

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

11. **HOLD HARMLESS:**

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

12. **INSURANCE:**

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

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

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

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

13. **MODIFICATION:**

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

14. **REVOCATION AND TERMINATION:**

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

14.2 In the event this license is revoked or the Agreement is terminated the Licensee will peaceably and quietly leave, surrender, and yield up to the City the Property. The Property will be restored to its previous condition at the expense of the Licensee and no costs for removal will be reimbursed by the City.

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

15. **RELOCATION:**

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

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

LICENSEE(S): Sean Fairbairn



Signature

Signature

3190 W. 63rd St., Cleveland, OH. 44102

Mailing Address

216-465-5353

Telephone

02/14/20

Date

CITY OF KENT, OHIO

Director of Public Service

Date

APPROVED AS TO FORM:

Hope Jones, Law Director
City of Kent

EXHIBIT "A"
Proposed Patio & License Area Layout

MOVE KIOSK NORTH
HOLD SAME DISTANCE
FROM CURB

SOUTH WATER STREET

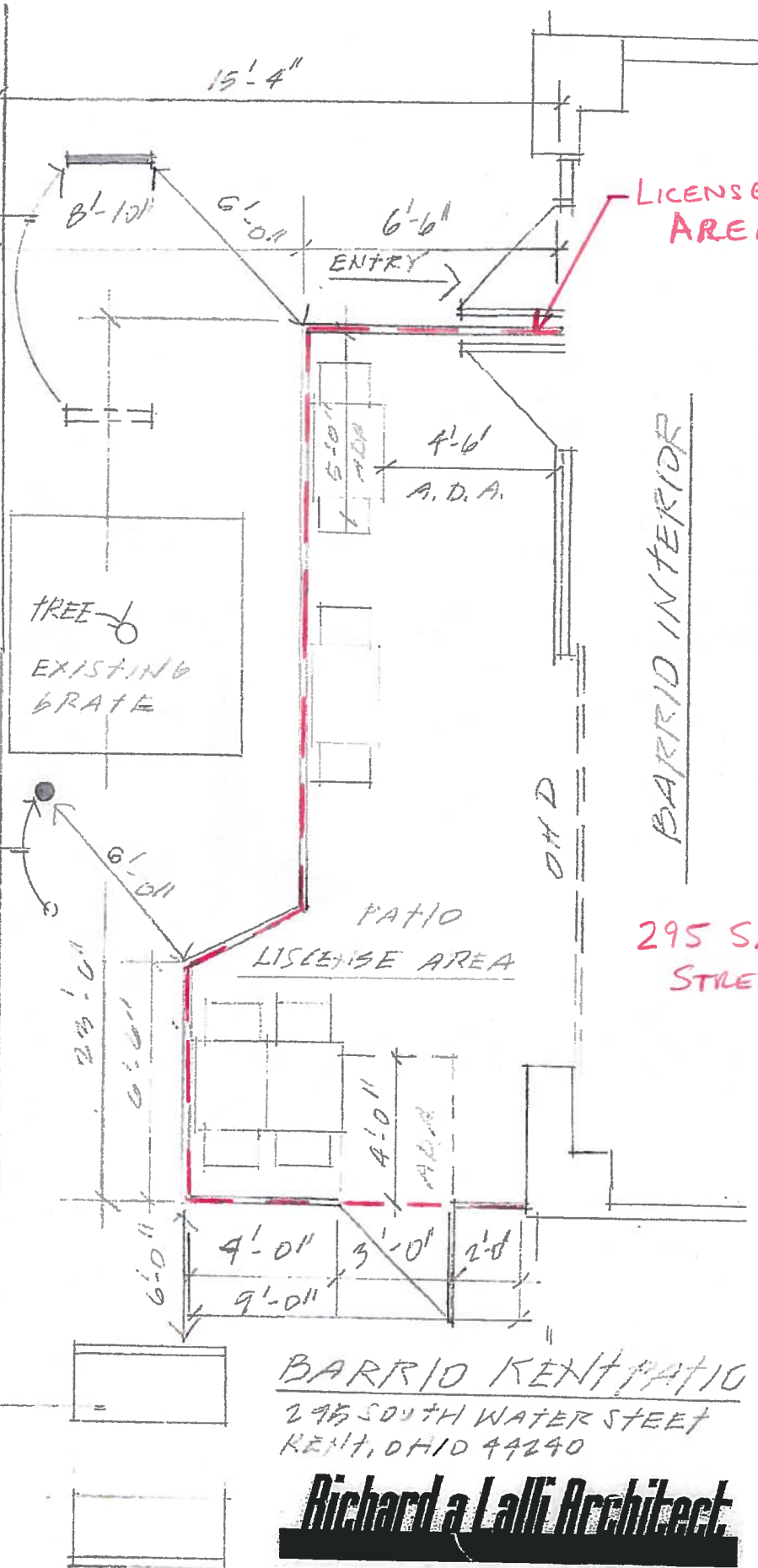
MOVE PARKING
METER NORTH.
SAME DISTANCE
FROM CURB

CURB

NEW 36" HI
RAILING W/ 36" x 36"
GATE W/ SPRING
HINGE

MOVE BOTH
BENCHES SOUTH

5 MARCH 2020
SCALE 1/4" = 1'-0"



BARRIO KENT PATIO
295 SOUTH WATER STREET
KENT, OHIO 44240

Richard a Lalli Architect
1777 RIVERFRONT STREET CLEVELAND OHIO 44113 216.741.4447



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 7, 2020

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *BOD.*

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 9:00 a.m. to 1:00 p.m., beginning with the first Saturday in May and extending through the last Saturday in October. The Haymakers' Farmers Market is incorporated as a nonprofit organization and it leases the space from the City for the nominal annual fee of \$1.00.

I am respectfully requesting Council consider this item at the April 15, 2020 Committee session request Council's authorization, with emergency, for the renewal of the sub-lease with the Haymaker Farmers' Market for the 2020 outdoor market season.

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

Thank you.

Attachment

Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council

Memo

TO: Dave Ruller

FROM: Kevin Schwartzhoff

DATE: April 7, 2020

RE: NatureWorks 2020 Resolution

Kent Parks and Recreation Board is requesting a Kent City Council Resolution to submit with our 2020 Ohio Department of Natural Resources Nature Works Grant Program Application. The Resolution is a requirement of the Grant Application. The deadline for grant submittal is June 1, 2020.

We are applying for funding to renovate the basketball court at Al Lease Park. The court is in poor condition and is a heavily used facility in the neighborhood. The cost of the project is \$30,000. The grant request is for \$22,500 (75%) and the city match is \$7,500 (25%).

PC: Sandy Lance, Legal Secretary
Amy Wilkens, Clerk of Council
Kent Parks & Recreation Board

DRAFT ORDINANCE NO. 2020-25

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE THE SALE OF LIQUOR AT FRED FULLER PARK FOR THE ANNUAL ART IN THE PARK FESTIVAL BEING HELD SEPTEMBER 12, 2020 THROUGH SEPTEMBER 13, 2020, AND DECLARING AN EMERGENCY.

WHEREAS, Kent Parks and Recreation Department would like to include a wine festival at the annual Art in the Park Festival being held on September 12, 2020 through September 13, 2020; and

WHEREAS, the wine festival will include a minimum of 5 local wineries to showcase and offer taste testing along with the opportunity to sell bottles of wine to the patrons and

WHEREAS, the Kent Parks and Recreation Department would like approval for the sale of liquor prior to applying for a liquor license through the State of Ohio Department of Commerce.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That the Kent City Council authorizes the City Manager or his designee to approve the sale of liquor at Fred Fuller Park for the annual Art in the Park prior to applying for the liquor license through the State of Ohio Department of Commerce.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.* _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

DRAFT ORDINANCE NO. 2020-26

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A LICENSE AGREEMENT BETWEEN THE CITY OF KENT AND KENT TACOS, LLC (BARRIO) TO INSTALL A FENCED OUTDOOR PATIO TO EXPAND THE SERVICE AT THEIR DOWNTOWN LOCATION, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to enter into a License Agreement with the Kent Tacos, LLC (Barrio) to install a fenced outdoor patio to allow for additional seating but to maintain sufficient sidewalk space for pedestrians; and

WHEREAS, the popularity of outdoor seating has proven to provide a significant boost to local businesses.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into a License Agreement between the City of Kent and Kent Tacos, LLC (Barrio) to install a fenced outdoor patio to allow for additional seating, and is more fully described in Exhibit "A" attached hereto and incorporated herein.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.* _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

CITY OF KENT, OHIO
LICENSE AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and Kent Tacos LLC., hereinafter called the "Licensee."

The City is the owner, in fee simple or by highway easement, of land, hereinafter known as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Part 1 below, in accordance with the laws and Charter of the City of Kent. The Property is more particularly described in the attached exhibit listed below.

Exhibit "A" – Proposed Patio & License Area Layout

The parties hereto covenant and agree as follows:

1. NATURE OF INTEREST:

The Licensee understands that by issuing this license, the City has merely granted the Licensee the right to occupy the right-of-way and this license does not grant or convey to the Licensee any interest in the Property.

2. USE:

2.1 The Property shall be used for the purpose of: installing an
outdoor patio with fencing

_____ and for no other purpose.

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

3. TERM:

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on _____, 2020, and ending on _____, 2021 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 14.

4. NECESSARY LICENSES AND PERMITS:

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

All correspondence to the City shall be addressed:

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

All correspondence to the Licensee shall be addressed:

Barrio

3190 W. 63rd St.

Cleveland, Ohio 44102

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

5. STORAGE AND VENDING:

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

6. TAXES:

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

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

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

8. **CITY USE OF PROPERTY:**

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

9. **MAINTENANCE OF PROPERTY:**

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

10. **MAINTENANCE OF IMPROVEMENTS:**

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

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

11. **HOLD HARMLESS:**

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

12. **INSURANCE:**

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

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

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

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

13. **MODIFICATION:**

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

14. **REVOCATION AND TERMINATION:**

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

14.2 In the event this license is revoked or the Agreement is terminated the Licensee will peaceably and quietly leave, surrender, and yield up to the City the Property. The Property will be restored to its previous condition at the expense of the Licensee and no costs for removal will be reimbursed by the City.

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

15. **RELOCATION:**

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

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

LICENSEE(S): Sean Fairbairn



Signature

Signature

3190 W. 63rd St., Cleveland, OH. 44102

Mailing Address

216-465-5353

Telephone

02/14/20

Date

CITY OF KENT, OHIO

Director of Public Service

Date

APPROVED AS TO FORM:

Hope Jones, Law Director
City of Kent

EXHIBIT "A"
Proposed Patio & License Area Layout

MOVE KIOSK NORTH
HOLD SAME DISTANCE
FROM CURB

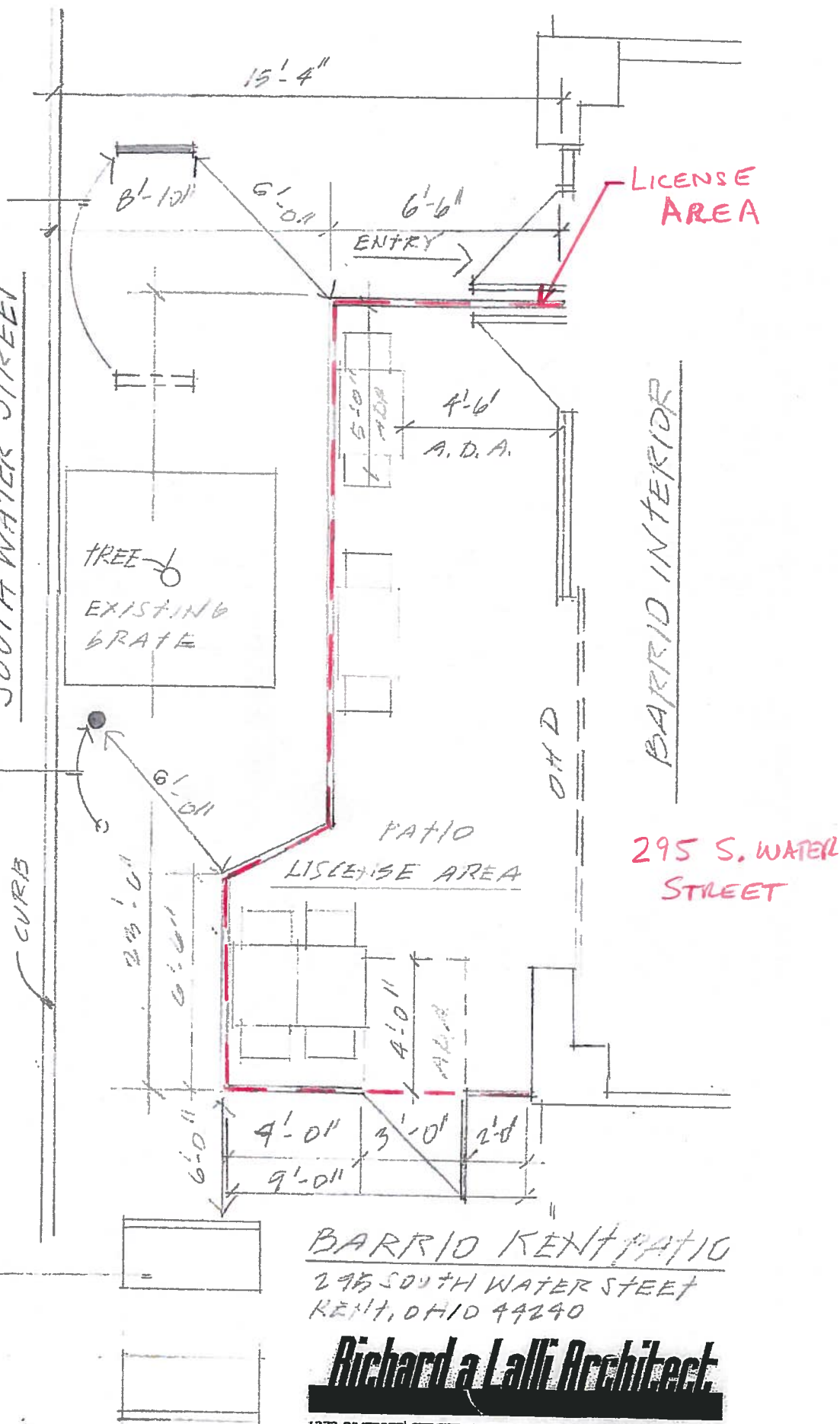
SOUTH WATER STREET

MOVE PARKING
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SAME DISTANCE
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NEW 36" HI
RAILING W/ 36" x 36"
GATE W/ SPRING
HINGE

MOVE BOTH
BENCHES SOUTH

5 MARCH 2020
SCALE 1/4" = 1'-0"



DRAFT ORDINANCE NO. 2020-27

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO RENEW THE AGREEMENT WITH THE HAYMAKER FARMERS' MARKET FOR THE SUB-LAND LEASE OF A PARKING LOT LOCATED NORTH OF SUMMIT STREET, WEST OF FRANKLIN AVENUE, AND EAST OF AKRON BARBERTON CLUSTER RAILWAY COMPANY'S MAIN LINE TRACK, CONTAINING 0.168 ACRES, FOR THE PERIOD OF MAY 2, 2020 THROUGH OCTOBER 31, 2020; CONTINGENT ON THE CONTINUATION OF THE CITY'S LEASE WITH THE AKRON BARBERTON CLUSTER RAILWAY COMPANY, FOR THE AMOUNT OF \$1.00; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent and the Akron Barberton Cluster Railway Company entered into a lease agreement for the use of a parking lot, located north of Summit Street, west of Franklin Avenue, and east of the Akron Barberton Cluster Railway Company's main line track, containing 0.168 acres; and

WHEREAS, the City of Kent wishes to continue to sub-lease said parking lot on Saturday mornings to the Haymaker Farmers' Market; contingent on the continuation of the City's lease with the Akron Barberton Cluster Railway Company; and

WHEREAS, a Farmers' Market is a benefit to the citizens of Kent, Ohio; and

WHEREAS, time is of the essence to allow the Farmers' Market to open with good weather.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That the City Manager, or his designee, be and hereby is authorized to renew the Sub-land Lease with Haymaker Farmers' Market for a parking lot located north of Summit Street, west of Franklin Avenue, and east of the Akron Barberton Cluster Railway Company's main line tract, contingent on continuation of the City's lease with the Akron Barberton Cluster Railway Company; in substantial compliance with the terms of Exhibit "A", attached hereto.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

I, DAWN BISHOP, INTERIM CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE* No. _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20____.

DAWN BISHOP
INTERIM CLERK OF COUNCIL
(SEAL)

CITY OF KENT, OHIO



SUB-LAND LEASE

THIS SUB-LEASE, made this _____ day of _____, 2020, between **THE CITY OF KENT, OHIO**, whose address is 301 South Depeyster Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSOR, and **HAYMAKER FARMERS' MARKET**, which has its summer market operations at the intersection of Franklin Avenue and Summit Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSEE.

I. PREMISES

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

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

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

II. TERMS AND CONDITIONS

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

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

2. **Term and Rent.** To hold the demised premises for and during the term of May 2, 2020 through October 31, 2020 (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.**

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

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

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

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

17. Successors and Assigns.

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

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

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

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

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

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

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

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

23. Environmental Compliance.

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

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

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

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

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

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

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

As to SUB-LESSOR:

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

As to SUB-LESSEE:

HAYMAKER FARMERS' MARKET

(Print Mailing Address)
Kent, Ohio 44240

As to ORIGINAL LESSOR:

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

27. General Provisions.

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

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

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

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

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

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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 _____

Print Name / Title

Date: _____

WITNESS:

CITY OF KENT, OHIO

Dave Ruller, City Manager

Date: _____

APPROVED AS TO FORM:

Hope L. Jones, Law Director
City of Kent, Ohio
Date: _____

DRAFT ORDINANCE NO. 2020-28

AN ORDINANCE AUTHORIZING KENT PARKS & RECREATION TO SUBMIT AN APPLICATION FOR A 2020 NATUREWORKS GRANT FOR \$22,500, WITH THE CITY OF KENT MATCHING \$7500, FOR A TOTAL BUDGETED AMOUNT OF \$30,000 FOR THE REVOVATION OF THE BASKETBALL COURT AT AL LEASE PARK, AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks Grant Program; and

WHEREAS, the City of Kent, Ohio desires financial assistance under the NatureWorks Grant Program.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That the Kent City Council approves filing an application for a 2020 NatureWorks Grant for financial assistance.

SECTION 2. That Kevin Schwartzhoff, City of Kent Parks & Recreation Director is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

SECTION 3. That the City of Kent does agree to obligate Thirty Thousand Dollars (\$22,500 from the Nature Works Grant program and \$7500 from the City of Kent) the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the NatureWorks Grant Program.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens

Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.* _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

DRAFT ORDINANCE NO. 2020-29

AN ORDINANCE AMENDING ORDINANCE NO. 2019-139, THE CURRENT APPROPRIATION ORDINANCE, PASSED DECEMBER 18, 2019; SO AS TO ADJUST APPROPRIATIONS, TRANSFERS AND ADVANCES FROM THE VARIOUS FUNDS OF THE CITY OF KENT TO INDIVIDUAL ACCOUNTS FOR THE CURRENT EXPENSES OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020; AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary to amend current appropriations, transfers and advances for the expenses and other expenditures for the City of Kent, Ohio, for the fiscal year ending December 31, 2020.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That the current appropriations Ordinance No. 2019-139 passed December 18, 2019; as amended by Ordinance No. 2020-14, passed 2/19/2020, as amended by Ordinance No. 2020-23, passed 3/18/20, be amended as set forth in Exhibit "A", attached hereto and incorporated herein, so as to increase appropriations in Fund 128, Fire & EMS Fund; Fund 202, Sewer Fund; and Declaring An Emergency.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.* _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

2020 AMENDED APPROPRIATIONS

<u>Fund - Department/Division</u>	<u>Personnel & Benefits</u>	<u>Other than Personnel & Benefits</u>	<u>Capital</u>	<u>Reserve/ Debt Service</u>	<u>Contingency</u>	<u>Fund & Department Total</u>
<u>General Fund (001)</u>						
City Council	\$167,708	\$32,803				\$200,511
Mayor	\$9,530	\$5,400				\$14,930
Community Support		\$86,500				\$86,500
City Manager	\$327,241	\$63,623				\$390,864
New City Hall Facility		\$0				\$0
Information Technology	\$85,484	\$227,968				\$313,452
Urban Renewal		\$67,300				\$67,300
Human Resources	\$64,790	\$19,488				\$84,278
Civil Service	\$32,425	\$48,953				\$81,378
Law	\$333,967	\$118,895				\$452,862
Budget & Finance	\$220,511	\$161,662	\$3,254			\$385,427
Community Development	\$609,174	\$268,106				\$877,280
Economic Development	\$124,748	\$40,890				\$165,638
Health	\$462,327	\$201,538				\$663,865
Public Parking		\$62,000	\$135,000			\$197,000
Main Street Program		\$70,000				\$70,000
Service Administration	\$73,619	\$503,416				\$577,035
Shade Tree		\$89,400	\$10,000			\$99,400
Adjunct Facilities		\$22,692				\$22,692
Building	\$315,150	\$70,272				\$385,422
Land banking		\$10,000				\$10,000
Engineering	\$240,940	\$98,442				\$339,382
Miscellaneous & Sundry		\$390,250				\$390,250
Contingency					\$100,000	\$100,000
Fund Total	\$3,067,614	\$2,659,598	\$148,254	\$0	\$100,000	\$5,975,466
<u>West Side Fire (101)</u>						
Fire	\$278,104	\$27,127				\$305,231
Fund Total	\$278,104	\$27,127	\$0	\$0	\$0	\$305,231
<u>Street Construction Maintenance & Repair (102)</u>						
Service	\$1,182,517	\$1,219,427				\$2,401,944
Contingency					\$25,000	\$25,000
Fund Total	\$1,182,517	\$1,219,427	\$0	\$0	\$25,000	\$2,426,944
<u>State Highway (103)</u>						
Service		\$70,000				\$70,000
Fund Total	\$0	\$70,000	\$0	\$0	\$0	\$70,000
<u>Recreation (106)</u>						
Parks & Recreation	\$1,427,466	\$689,048	\$259,000			\$2,375,514
Fund Total	\$1,427,466	\$689,048	\$259,000	\$0	\$0	\$2,375,514
<u>Food Service (107)</u>						
Health	\$110,523	\$8,000				\$118,523
Fund Total	\$110,523	\$8,000	\$0	\$0	\$0	\$118,523

2020 AMENDED APPROPRIATIONS

<u>Fund - Department/Division</u>	<u>Personnel & Benefits</u>	<u>Other than Personnel & Benefits</u>	<u>Capital</u>	<u>Reserve/ Debt Service</u>	<u>Contingency</u>	<u>Fund & Department Total</u>
<u>Income Tax (116)</u>						
Budget/Finance/IncTaxAdmin	\$308,391	\$542,233				\$850,624
Managed Reserve				\$25,540		\$25,540
Fund Total	\$308,391	\$542,233	\$0	\$25,540	\$0	\$876,164
<u>Revolving Housing (120)</u>						
Health	\$157,979	\$10,000				\$167,979
Fund Total	\$157,979	\$10,000	\$0	\$0	\$0	\$167,979
<u>State & Local Forfeits (121)</u>						
Police		\$0				\$0
Fund Total	\$0	\$0	\$0	\$0	\$0	\$0
<u>Drug Law Enforcement (122)</u>						
Police		\$9,000				\$9,000
Fund Total	\$0	\$9,000	\$0	\$0	\$0	\$9,000
<u>Enforcement & Education (123)</u>						
Police		\$11,000				\$11,000
Fund Total	\$0	\$11,000	\$0	\$0	\$0	\$11,000
<u>Income Tax Safety (124)</u>						
Police	\$7,484,419	\$691,110				\$8,175,529
Fund Total	\$7,484,419	\$691,110	\$0	\$0	\$0	\$8,175,529
<u>Law Enforcement Trust (125)</u>						
Police		\$0				\$0
Fund Total	\$0	\$0	\$0	\$0	\$0	\$0
<u>Community Development Block Grant (126)</u>						
Community Development	\$17,875	\$160,300	\$145,165			\$323,340
Fund Total	\$17,875	\$160,300	\$145,165	\$0	\$0	\$323,340
<u>Fire & E.M.S. (128)</u>						
Fire	\$4,925,538	\$503,774	\$452,900			\$5,882,212
Fund Total	\$4,925,538	\$503,774	\$452,900	\$0	\$0	\$5,882,212
<u>Wireless 911 (129)</u>						
Safety		\$0				\$0
Fund Total	\$0	\$0	\$0	\$0	\$0	\$0
<u>Swimming Pool Inspections (130)</u>						
Health	\$9,049	\$0				\$9,049
Fund Total	\$9,049	\$0	\$0	\$0	\$0	\$9,049

2020 AMENDED APPROPRIATIONS

<u>Fund - Department/Division</u>	<u>Personnel & Benefits</u>	<u>Other than Personnel & Benefits</u>	<u>Capital</u>	<u>Reserve/Debt Service</u>	<u>Contingency</u>	<u>Fund & Department Total</u>
<u>Police Pension (132)</u>						
Police	\$120,000					\$120,000
Fund Total	\$120,000	\$0	\$0	\$0	\$0	\$120,000
<u>Fire Pension (133)</u>						
Fire	\$120,000					\$120,000
Fund Total	\$120,000	\$0	\$0	\$0	\$0	\$120,000
<u>UDAG / EDA-RLF (134)</u>						
City Manager/C.D.		\$50,000				\$50,000
Fund Total	\$0	\$50,000	\$0	\$0	\$0	\$50,000
<u>CHIP Grant (136)</u>						
CHIP Grant/Comm Development		\$100,000				\$100,000
Fund Total	\$0	\$100,000	\$0	\$0	\$0	\$100,000
<u>Water (201)</u>						
Service	\$1,803,555	\$811,998	\$783,000			\$3,398,553
Service (Capital Facilities)			\$716,024			\$716,024
Admin. Support	\$656,481	\$73,947	\$6,450			\$736,878
Budget & Finance (Debt)				\$55,759		\$55,759
Contingency					\$50,000	\$50,000
Fund Total	\$2,460,036	\$885,945	\$1,505,474	\$55,759	\$50,000	\$4,957,214
<u>Sewer (202)</u>						
Service	\$2,113,748	\$860,274	\$1,022,592			\$3,996,614
Service (Capital Facilities)			\$71,359			\$71,359
Admin. Support	\$656,481	\$86,398	\$6,450			\$749,329
Budget & Finance (Debt)				\$575,300		\$575,300
Contingency					\$50,000	\$50,000
Fund Total	\$2,770,229	\$946,672	\$1,100,401	\$575,300	\$50,000	\$5,442,602
<u>Utility Billing (204)</u>						
Budget & Finance		\$92,586				\$92,586
Fund Total	\$0	\$92,586	\$0	\$0	\$0	\$92,586
<u>Solid Waste (205)</u>						
Service	\$91,128	\$161,790	\$5,000			\$257,918
Fund Total	\$91,128	\$161,790	\$5,000	\$0	\$0	\$257,918
<u>Storm Water Utility (208)</u>						
Service	\$250,308		\$18,000			\$268,308
Service (Capital Facilities)			\$1,182,868			\$1,182,868
Admin. Support	\$332,068	\$62,296	\$1,450			\$395,814
Budget & Finance (Debt)				\$9,968		\$9,968
Fund Total	\$582,376	\$62,296	\$1,202,318	\$9,968	\$0	\$1,856,958
<u>Guaranteed Deposits (230)</u>						
Budget & Finance		\$1,000				\$1,000
Fund Total	\$0	\$1,000	\$0	\$0	\$0	\$1,000

2020 AMENDED APPROPRIATIONS

<u>Fund - Department/Division</u>	<u>Personnel & Benefits</u>	<u>Other than Personnel & Benefits</u>	<u>Capital</u>	<u>Reserve/Debt Service</u>	<u>Contingency</u>	<u>Fund & Department Total</u>
<u>Capital Projects (301)</u>						
Safety			\$181,900			\$181,900
Service			\$358,000			\$358,000
Service (Capital Facilities)			\$11,899,293			\$11,899,293
Administrative			\$51,400			\$51,400
New Admin. Facility			\$2,131,000			\$2,131,000
Budget & Finance (Debt)				\$303,939		\$303,939
Contingency					\$25,000	\$25,000
Fund Total	\$0	\$0	\$14,621,593	\$303,939	\$25,000	\$14,950,532
<u>Municipal Public Improvement Tax Increment Equivalent (302)</u>						
Service (Capital Facilities)						\$0
Budget & Finance (Debt)				\$1,366,650		\$1,366,650
Fund Total	\$0	\$0	\$0	\$1,366,650	\$0	\$1,366,650
<u>Police Facility (303)</u>						
Safety (Capital Facilities)			\$413,500			\$413,500
Budget & Finance (Debt)				\$3,077,500		\$3,077,500
Fund Total	\$0	\$0	\$413,500	\$3,077,500	\$0	\$3,491,000
<u>Debt Service (402)</u>						
Budget & Finance (Debt)				\$57,620		\$57,620
Fund Total	\$0	\$0	\$0	\$57,620	\$0	\$57,620
<u>Internal Service (807)</u>						
Health Insurance			\$3,700,000			\$3,700,000
Fund Total	\$0	\$3,700,000	\$0	\$0	\$0	\$3,700,000
Total Appropriations	\$25,113,244	\$12,600,906	\$19,853,605	\$5,472,276	\$250,000	\$63,290,031
Original Appropriations	\$24,787,144	\$12,459,693	\$13,787,565	\$5,472,276	\$250,000	\$56,756,678
Amendment #1	\$326,100.00		\$5,859,140			\$6,185,240
Amendment #2		\$141,213	\$100,000			\$241,213
Amendment #3			\$106,900			\$106,900
Amendment #4						\$0
Amendment #5						\$0
Amendment #6						\$0
Amendment #7						\$0
Amendment #8						\$0
	\$25,113,244	\$12,600,906	\$19,853,605	\$5,472,276	\$250,000	\$63,290,031
						\$0

2020 AMENDED APPROPRIATIONS - SCHEDULE OF OPERATING TRANSFERS AND TEMPORARY ADVANCES

<u>Paying Fund</u>	<u>Original</u>	<u>Current Request</u>	<u>Change</u>	<u>Receiving Fund</u>
<u>Operating Transfers</u>				
Fund 116 - Income Tax	\$3,600,000	\$3,600,000	\$0	Fund 001 - General
Fund 116 - Income Tax	\$1,000,000	\$1,000,000	0	Fund 102 - St Const Maint & Repair
Fund 116 - Income Tax	\$3,581,444	\$3,581,444	0	Fund 124 - Income Tax Safety
Fund 116 - Income Tax	\$3,581,444	\$3,581,444	0	Fund 128 - Fire & E.M.S.
Fund 116 - Income Tax	\$3,075,444	\$3,358,065	282,621	Fund 301 - Capital Projects
Fund 116 - Income Tax	\$1,790,724	\$1,889,496	98,772	Fund 303 - Police Facility
Fund 116 - Income Tax	\$60,000	\$60,000	0	Fund 402 - Debt Service
Total Fund 116 Income Tax	\$16,689,056	\$17,070,449	\$381,393	
Fund 201 - Water	\$47,000	\$47,000	\$0	Fund 204 - Utility Billing
Fund 202 - Sewer	\$47,000	\$47,000	0	Fund 204 - Utility Billing
Fund 001 - General	\$3,700,000.00	\$3,700,000.00	0	Fund 124 - Income Tax Safety
Fund 001 - General	\$6,400.00	\$6,400.00	0	Fund 106 - Parks and Rec
Fund 001 - General	\$1,500,000.00	\$1,500,000.00	0	Fund 301 - Capital Projects (for City Hall)
Fund 001 - General	\$2,100,000.00	\$2,100,000.00	0	Fund 128 - Fire & EMS
Subtotal - Total Operating Transfers	\$7,400,400	\$7,400,400	\$0.00	
<u>Temporary Advances</u>				
Fund 106 - Recreation	*	\$0	\$0	Fund 001 - General
Fund 201 - Water	*	\$0	0	Fund 116 - Income Tax
Fund 202 - Sewer	*	\$0	0	Fund 116 - Income Tax
Fund 205 - Solid Waste	*	\$56,000	0	Fund 001 - General
Fund 205 - Solid Waste	*	\$53,000	0	Fund 116 - Income Tax
Fund 208 - Storm Water	*	\$16,000	0	Fund 116 - Income Tax
Subtotal - Total Advances		\$125,000	\$0	
Grand Total - All Transfers & Advances		\$24,214,456	\$24,595,849	\$381,393

* Designates Repayment of Advance

DRAFT ORDINANCE NO. 2020-30

AN ORDINANCE AUTHORIZING THE CITY MAMAGER, OR HIS DESIGNEE, TO ACCEPT ANY COVID-19 RELATED DONATIONS DURING THE COVID-19 PANDEMIC, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent has received donations and expects to continue to receive donations that are related to and advantageous to the City's response to the COVID-19 pandemic. Such items include but are not limited to, N95 masks, surgical masks, hand sanitizers, cleaning supplies, etc.; and

WHEREAS, the City wishes to accept said donations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, on behalf of the City of Kent, to accept any and all COVID-19 donations until the pandemic is over.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL
(SEAL)