



# CITY OF KENT, OHIO

## DEPARTMENT OF LAW

**TO: KENT CITY COUNCIL, MAYOR FIALA, DAVE RULLER**  
**FROM: JAMES R. SILVER** *JRS*  
**DATE: AUGUST 31, 2012**  
**RE: SECOND HAND DEALERS ORDINANCE (CHAPTER 737)**

Attached is a proposal for revising the second hand store ordinance. The changes have been introduced as a result of meetings with concerned business owners, myself, Chief Lee, Detective Treharn and Officer Fafrak.

It has become clear that we will not make everyone happy. However, staff believes the proposed language is as good a compromise as we can get and still help prevent stolen merchandise from being sold in Kent.

Most of the changes recommended make the process easier for the business owners. We recommend: a) shortening the waiting period from 30 to 20 days; b) eliminating the fees to be paid the City; c) eliminating the requirement of listing all store employees; d) eliminating reporting requirements on items sold by the businesses; e) making renewal of the license automatic; e) removing the requirement for a background check for businesses that have operated continuously in the City of Kent for at least five (5) years; and f) reducing the record retention period from 2 years to 1 year.

Staff recommends that the proposed language be adopted by City Council as soon as possible.

CHAPTER 737  
SECOND HAND DEALERS

737.01 Definition.	737.07 Appeal of license revocation.
737.02 License required.	737.08 Records of transactions.
737.03 License application requirements; Renewal; <b>late fee</b>	737.09 Report of second-hand dealer.
737.04 License transfer; display.	737.10 Possession for thirty days by secondhand dealer.
737.05 Change in ownership, interest, or employees.	737.11 Use of fictitious name or address
<b>737.051 Identification of employee(s).</b>	737.12 Purchases prohibited.
737.06 License revocation.	737.13 Exemptions.
	737.99 Penalty.

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CROSS REFERENCES

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**737.01 DEFINITION.**

- (a) "Swap Shop" means any person, firm or corporation and or dealer in second-hand articles for purposes of this chapter if that person, firm or corporation engages in the purchase, sale, exchange or receipt of second-hand articles of whatever nature. This definition specifically includes any person, firm or corporation that deals in the purchase, sale, exchange or receipt of used or second-hand articles taken as trade-ins.
- (b) "Person" means any individual, partnership, corporation, association or other organized or united group, or entity and includes the personal responsibility of every officer or director of a corporation.
- (c) "Second-hand" means that which has been used or which has been previously traded or sold by a retailer; something which is not new.
- (d) "Sell or Selling" for purposes of this chapter includes delivery, barter, exchange, gift or offer thereof.
- (e) "Employee" for the purpose of this chapter includes any person who assists in the furtherance of the business enterprise for which the license is issued at the location for which the license is issued whether for pay or otherwise. The term "employee" shall also include any person who at a given time reasonably appears to be conducting the business of the licensee.

**737.02 LICENSE REQUIRED.**

- (a) No person shall purchase, exchange, trade, **sell** or receive second-hand articles or engage in the business of purchasing, exchanging, trading, **selling** or receiving second-hand articles without first obtaining a swap shop/second-hand dealer's license from the City Manager or his/her designee. **The fees for such license shall be two hundred dollars (\$200.00) per annum renewable in January of each year. License fees shall be prorated based upon the number of months remaining in the year for licenses purchased after January 31, in any year.** The license shall contain the name under which the business is to be conducted and the location where the business is to be conducted.

- (b) No person shall engage in the business of purchasing, **selling** or exchanging second-hand precious stones or any second-hand manufactured article composed wholly or in part of gold, silver, platinum or other precious metal or gold or silver coins **for selling** or otherwise using the same, or in the business of purchasing, **selling** or exchanging old gold, silver or platinum for the purpose of melting or refining unless first duly licensed as provided in this chapter.
- (c) Except as otherwise set forth in Section 737.03(f) of this chapter, it shall also constitute a violation of this section to purchase, exchange, trade, **sell** or receive second-hand articles or engage in the business of purchasing, exchanging, trading, **selling** or receiving second-hand articles possessing only an expired license, or during any period in which the license is suspended or revoked.

### **737.03 LICENSE APPLICATION REQUIREMENTS; RENEWAL; LATE FEE.**

- (a) Every applicant for a license shall have reached **EIGHTEEN (18)** ~~twenty one (21)~~ years of age prior to making application in writing to the Chief of Police, which application shall set forth the name under which the business is to be conducted. **IT SHALL INCLUDE THE APPLICANT'S** name, address and social security number. ~~of every person owning or having an interest in the business. the name, address and social security number of each officer and director of the corporation if the applicant is a corporation, the name, address and social security number~~ **IT SHALL INCLUDE THE NAME, ADDRESS AND DATE OF BIRTH** of any person to be employed in the business; the location where the business is to be conducted; and the type of articles to be purchased, sold, or exchanged. The application must be made by the person who is ~~to conduct the business~~ **THE OWNER OR MANAGER OF THE BUSINESS.**
- (b) At the applicant's expense, the applicant must present a certified copy of his/her criminal record, and that of each employee ~~from each court of record in Portage County, Ohio and if the applicant or an employee does not reside in Portage County, Ohio, a certified copy of his/her criminal record from each court of record in the county in which he/she resides in addition to the records of Portage County.~~ **THIS REQUIREMENT DOES NOT APPLY TO BUSINESSES THAT HAVE OPERATED CONTINUOUSLY IN THE CITY OF KENT, OHIO FOR AT LEAST THE LAST FIVE (5) YEARS FROM THE DATE OF APPLICATION.**
- (c) No license shall be issued to any applicant if the applicant, ~~any of the persons owning or having an interest in the business, any corporate officer or director, or any employee of the business~~ has been convicted of any felony or any crime involving fraud, theft, receiving or possessing stolen property, or any violation of the provisions of this chapter or any reasonably comparable provision of state law or municipal ordinance in the ten (10) years immediately preceding the date of the license application. Upon receipt of positive recommendation from the Chief of Police or his/her designee, ~~and payment of the license fee,~~ the City Manager or his/her designee shall issue the swap shop/second hand dealer's license. ~~At the same time, the City Manager or his/her designee shall issue the swap shop/second hand dealer's employee(s) the identification required by Section 737.051.~~
- (d) **THERE SHALL BE AN AUTOMATIC ANNUAL RENEWAL OF THE LICENSE.** ~~The renewal procedure shall be the same as that for the original licensure.~~
- (e) ~~Any licensee who wishes to renew the swap shop/second hand dealer's license~~ **SHALL DO SO IN DECEMBER. THOSE** but who fails to do so on or before the thirty first (31<sup>st</sup>) day of January of each calendar year shall reapply for licensure in the same manner and pursuant to the same requirements as for initial licensure. ~~unless the licensee, on or before the twenty eighth~~

(28<sup>th</sup>) day of February of the calendar year pays a late renewal penalty of one hundred dollars (\$100.00) in addition to the regular renewal fee.

- (f) Any licensee who fails to renew the license on or before the **THIRTY FIRST (31<sup>ST</sup>)** twenty-eighth (28<sup>th</sup>) day of **JANUARY** February is prohibited from acting as a swap shop/second hand dealer until the license is renewed or a new license is issued under this section. Any licensee who renews a license between the first (1<sup>st</sup>) day of March and the thirty first (31<sup>st</sup>) day of December is not relieved from complying with this section. The City Manager or his/her designee may refuse to issue to or renew the license of any licensee who violates this section.

#### **737.04 LICENSE TRANSFER; DISPLAY.**

- (a) Licenses issued under this chapter shall not be transferable to any person, partnership, corporation, or other entity and the business may be conducted only at the location for which the license is issued.
- (b) No licensee shall transact or solicit swap-shop or second-hand business under any name other than that contained in his license or at any location other than the address or addresses stated in the license.
- (c) No licensee may move his business location within this Municipality without submitting, at least thirty (30) days prior thereto, notification to the Chief of Police or his/her designee, and until such licensee has obtained a newly issued license for the new location pursuant to Section 737.03.

#### **737.05 CHANGE IN OWNERSHIP, INTEREST, OR EMPLOYEES.**

Every licensee, under the provisions of this chapter, shall inform the City Manager or his/her designee in writing, within five (5) days of any change in: **A) persons owning or having an interest in the business, or B) MANAGEMENT OF THE BUSINESS, OR C) THE ADDRESS OF THE BUSINESS.** corporate officer or director, or person employed in the business.

#### **737.051 IDENTIFICATION OF EMPLOYEE(S).**

Licensee shall provide to the Chief of Police the name, address and date of birth of every employee of a licensee. Said information must be supplied within three (3) days of employees hire.

#### **737.06 LICENSE REVOCATION.**

The conviction of any licensee, the conviction of any person owning or having an interest in the business, the corporate officer or director of a corporation, or any employee of a business licensed under this chapter, for any felony or any crime involving fraud, theft, receiving or possessing stolen property or for violation of any provision of this chapter shall constitute grounds for immediate revocation or suspension by the City Manager or his/her designee of the license issued to such business. If the license is revoked, the swap shop/second-hand dealer shall immediately cease doing business, and return to the Chief of Police all licenses and forfeit the unused portion of the license fee.

#### **737.07 APPEAL OF LICENSE REVOCATION**

In the event that the City Manager or his/her designee revokes any license, the licensee may within ten (10) days, appeal such revocation to the Board of Review. The notice of appeal must be in writing. The Board of Review shall consist of three (3) persons appointed by the City Manager or his/her designee. The decision of the Board of Review shall be final. The Board shall have sixty (60) days after a hearing, to issue a decision.

#### **737.08 RECORDS OF TRANSACTIONS.**

All swap shop/second-hand dealers shall:

- (a) **KEEP ACCURATE ~~daily~~ RECORDS OF TRANSACTIONS WHERE SECOND-HAND ARTICLES ARE BROUGHT INTO THE STORE/BUSINESS LOCATION WITHIN THE CITY OF KENT BOUNDARIES AND THE STORE/BUSINESS ACQUIRES THE SECOND-HAND ARTICLE BY BUYING IT OR TRADING OR EXCHANGING SOMETHING FOR THE SECOND-HAND ARTICLE. CHAPTER 737 DOES NOT APPLY TO SITUATIONS WHERE THE STORE/BUSINESS ACQUIRES SECOND-HAND ARTICLES BY PURCHASING THEM OR TRADING FOR THEM OUTSIDE OF THE KENT CITY LIMITS OR ON LINE. THE ARTICLES ACQUIRED SHALL BE REPORTED ON forms APPROVED BY ~~available from~~ the Chief of Police, which forms must be entirely and legibly completed in hand printing or typewritten and signed by the second-hand dealer. Information provided on the forms must include all brand names, dates, serial numbers, model numbers, words or initials inscribed on the property, ~~the amount of money given or received for the merchandise~~ and the name, date of birth, address and motor vehicle operator's license number or state identification card number of the person from whom the articles were received by the swap shop/second-hand dealer. ~~or to whom the articles were sold by the swap shop/second hand dealer.~~**
- (b) Require valid identification from all persons with or from whom the swap shop/second-hand dealer purchases, exchanges, trades, ~~sales~~ or receives second-hand articles.
- (c) Return the completed forms to the Chief of Police before 4:01 p.m. of every Monday which is not a holiday after the transaction. When a Monday is a holiday, the forms must be turned in by 4:01 p.m. on the following Tuesday. A true and accurate copy of each of these forms must be retained by the swap shop/second-hand dealer for a period of at least **ONE (1) ~~two (2)~~ years.**
- (d) Retain all second-hand articles which the swap shop/second-hand dealer obtains by purchase, exchange, trade or receiving for a period of not less than **TWENTY (20) ~~thirty (30)~~ days, EXCLUDING ~~not including~~ Saturdays, Sundays or holidays** after the forms described in this section are returned to the Chief of Police in accordance with subsection 737.08(c) hereof. Such second-hand articles shall be maintained in the same condition in which they were obtained by the second-hand dealer during such **TWENTY (20) ~~thirty (30)~~ day** period. All second-hand articles and purchased items shall be kept only at the licensed location, and out of sight of the viewing public and customers of the licensee until the expiration of the **TWENTY (20) ~~thirty (30)~~ day** period set forth in this subsection.
- (e) Keep and use an intelligible set of books and records in the English language in complying with this section with respect to recording the details of each purchase, exchange, trade, receiving ~~or sale~~. All information required to be recorded by such section shall be entered in a bound book or on loose-leaf, permanent forms used exclusively for that purpose. Forms shall be identical and consecutively numbered, bearing the date upon which any transaction occurred. All books, forms, accounts, records, etc., shall be kept at the licensed location.
- (f) Preserve ~~his~~ books, forms, accounts, and records for at least **ONE (1) ~~two (2)~~ years** after making the final entry regarding any transaction therein.

All books, forms, accounts, and records, and all other sources of information with regard to the business of the licensee, shall at all times be available for inspection by the Kent Chief of Police or the Chief's designee for the purpose of assuring that the business of the licensee is being transacted in accordance with law.

Other methods of recording data, keeping records and keeping books, such as electronic or computerized methods, may be used in lieu of the methods described in this section, provided written printouts or hard copies of the required data are readily available in a form approved, in advance, by the Chief of Police.

The requirements of this section shall apply to any transaction of second hand goods, undertaken by a swap shop/second-hand dealer, even if the transaction is ~~to or~~ from another swap shop/second-hand dealer.

#### **737.09 REPORT OF SECOND-HAND DEALER**

Every licensed second-hand dealer shall **RECORD** ~~on every weekday make out a report of~~ every transaction of second-hand goods **RECEIVED BY THE DEALER** on a form **APPROVED** ~~furnished~~ by the Police Department. The form shall list all the pertinent information needed regarding the items being **RECEIVED** ~~purchased~~ by the second hand dealer and the person or persons selling, **EXCHANGING OR TRADING** the item to the second hand dealer. **IF THERE ARE NO TRANSACTIONS OF THIS TYPE IN A WEEK, THERE IS NO NEED TO FILE A REPORT.**

The above report shall be furnished to the Police Department by 4:01 p.m. of the following Monday. It shall include a copy of the Seller's driver's license or photograph identification card.

A legible and correct copy of the form shall be required to be kept by the second-hand dealer, containing all the particulars of all the second hand articles obtained on the preceding week, and the dealer shall deliver the original filled form(s) to the Chief of Police or his/her authorized representative, properly completed by the seller/customer in accordance with the provisions of Section 737.08 or the form shall, if the Chief of Police so elects, be mailed to such address as the Chief of Police may in writing by his/her designate or the Detective Bureau may pick up same.

#### **737.10 POSSESSION FOR TWENTY DAYS BY SECONDHAND DEALER**

No person licensed as a second-hand dealer shall sell or remove from his place of business any second-hand goods, articles or things sold to him until the same shall have been in his possession at least **TWENTY (20)** ~~thirty (30)~~ days, **EXCLUDING SATURDAY, SUNDAYS OR FEDERAL HOLIDAYS.**

#### **737.11 USE OF FICTITIOUS NAME OR ADDRESS**

(a) No person who sells, exchanges or trades a second-hand article to or purchases from a swap shop/second-hand dealer shall knowingly give false information or false identification required under this chapter to the swap shop/second-hand dealer.

(b) No swap shop/second-hand dealer shall purchase, exchange, trade, receive ~~or sell~~ any second-hand article from a seller who fails to provide identification or information required under this chapter.

#### **737.12 PURCHASES PROHIBITED.**

(a) No swap shop/second-hand dealer shall knowingly purchase, exchange, trade, ~~sell~~ or receive any articles from any minor, from any person who is at the time intoxicated or under the influence of a controlled substance, from any person who is known or believed by the licensee to be a thief or a receiver of stolen property, or from any person identified in writing to the licensee by any law enforcement officer as a known or suspected thief or receiver of stolen property.

~~(b) No swap shop/second hand dealer shall purchase, exchange, trade, sell or receive any articles between the hours of 9:00 p.m. and 8:00 a.m.~~

(B) ~~(e)~~ Every licensee shall post at the main door of the licensee's place of business the hours or times when the establishment is open for business. No licensee shall purchase, exchange, trade, sell, or receive second-hand articles or engage in the business of purchasing, exchanging, trading, selling or receiving second-hand articles during any time other than any regular business day that the establishment is open for business as posted.

~~(C) (d) No licensee shall fail to observe the posted hours of operation pursuant to division (e) of this section.~~

### 737.13 EXEMPTIONS.

The provisions of this chapter shall not apply to any person:

- (a) Conducting a garage sale, lawn sale, yard sale, or basement sale at or within reasonable proximity of his/her garage, lawn, yard, or basement;
- (b) Who is engaged in the sale of motor vehicle(s);
- (c) Who deals exclusively in books; **OR THE MAJORITY OF THEIR BUSINESS DEALS IN BOOKS;**
- (d) Conducting a charitable rummage sale, book sale and the like or a charitable thrift store, the entire proceeds of such sale or store which will be contributed to a charitable organization;
- ~~(e) Who deals exclusively in antiques;~~
- (E) ~~(f)~~ Who operates a consignment shop;
- (F) ~~(g)~~ Who operates a junkyard;
- (G) ~~(h)~~ Who deals exclusively in second-hand furniture, **AND/OR SECOND HAND CLOTHING;**
- ~~(H) (i) Who deals exclusively in second hand clothing; or~~
- (H) ~~(j)~~ Conducting an estate sale or auction.

### 737.99 PENALTY.

- (a) Whoever violates Section 737.02 shall be guilty of a first degree misdemeanor and shall be punished as defined in Section 501.99 of the General Offenses Code.
- (b) Whoever violates Sections 737.08, 737.09, 737.10, 737.11, or 737.12 shall be guilty of a third degree misdemeanor for the first offense and shall be guilty of a first degree misdemeanor for subsequent violations occurring within five years and shall be punished as defined in Section 501.99 of the General Offenses Code. In addition to any other penalty permitted by law, if an offender is convicted of a first degree misdemeanor as provided in this subsection, the court shall impose a suspension of the swap shop/second-hand dealer's license for a period of not less than sixty (60) nor more than one hundred eighty (180) days.
- (c) Whoever violates Sections 737.04 **OR** 737.05, **or** 737.051 shall be guilty of a fourth degree misdemeanor and shall be punished as defined in Section 501.99 of the General Offenses Code.
- d) A separate offense shall be deemed committed upon each day during or on which the violation occurs or continues to occur.



# City of Kent, Ohio

Office of the City Manager

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To: Mayor and Members of Council  
From: Suzanne Robertson, Executive Assistant  
Date: August 1, 2012  
RE: New Event Road Closure

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The City Manager's Office has obtained an application for a special event that requires a street closure not previously approved by Council. The application is for the event, "Festival of Lights" sponsored by the Kent Area Chamber of Commerce on December 1, 2012. Although the event has taken place for many years, the closure of the street is a new request. This event is a holiday festival that includes lighting of holiday lights and the arrival of Santa to downtown.

Staff is respectfully requesting Council time to discuss the proposed road closures and seek Council's approval.

Thank you.



APPLICATION FOR SPECIAL EVENT  
PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC.  
City of Kent, 216 E. Summit Street, Kent, OH 44240

NAME OF EVENT FESTIVAL OF LIGHTS  
ORGANIZATION SPONSORING EVENT KENT AREA CHAMBER OF COMMERCE  
APPLICANT NAME LORI M WEMHOFF PHONE 330.673.9855  
ADDRESS 130 E. MAIN ST - STE 102

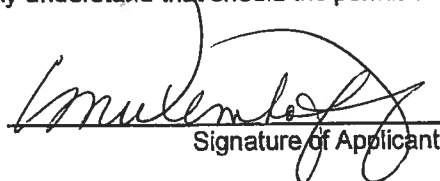
NAMES AND ADDRESSES OF ALL PERSONS WHO ARE IN CHARGE AND/OR WILL BE IN A RESPONSIBLE POSITION DURING THE EVENT:

DATE OF EVENT DECEMBER 1, 2012 NO. OF PARTICIPANTS \_\_\_\_\_  
REQUESTED PERMIT START TIME (INCLUDES SET-UP) 5PM END TIME (INCLUDES CLEAN-UP) 8PM  
ACTUAL EVENT START TIME 5:30 PM EVENT END TIME 7:30 PM  
IF PARADE: STARTING POINT \_\_\_\_\_ ENDING POINT \_\_\_\_\_

ATTACH MAP TO APPLICATION SHOWING PROPOSED STREETS TO BE BLOCKED OFF FOR EVENT, AND ROUTE OF PARADE OR RACE. (May be hand drawn.)

PROOF OF INSURANCE MAY BE REQUIRED BEFORE PERMIT CAN BE ISSUED. REVIEW CHAPTER 316 OF THE CODIFIED ORDINANCES OF THE CITY OF KENT.

By signing this application, I am certifying that I have received a copy of the rules and regulations of Chapter 316 of the Codified Ordinances of the City of Kent, and I fully understand that should the permit be approved, it can be revoked if any of the provisions of this Chapter are violated.

  
Signature of Applicant


SUBMIT APPLICATION FOR PERMIT AT LEAST 30 DAYS IN ADVANCE, BUT NO SOONER THAN ONE YEAR IN ADVANCE.

Do not write below this line.

FOR POLICE DEPARTMENT USE

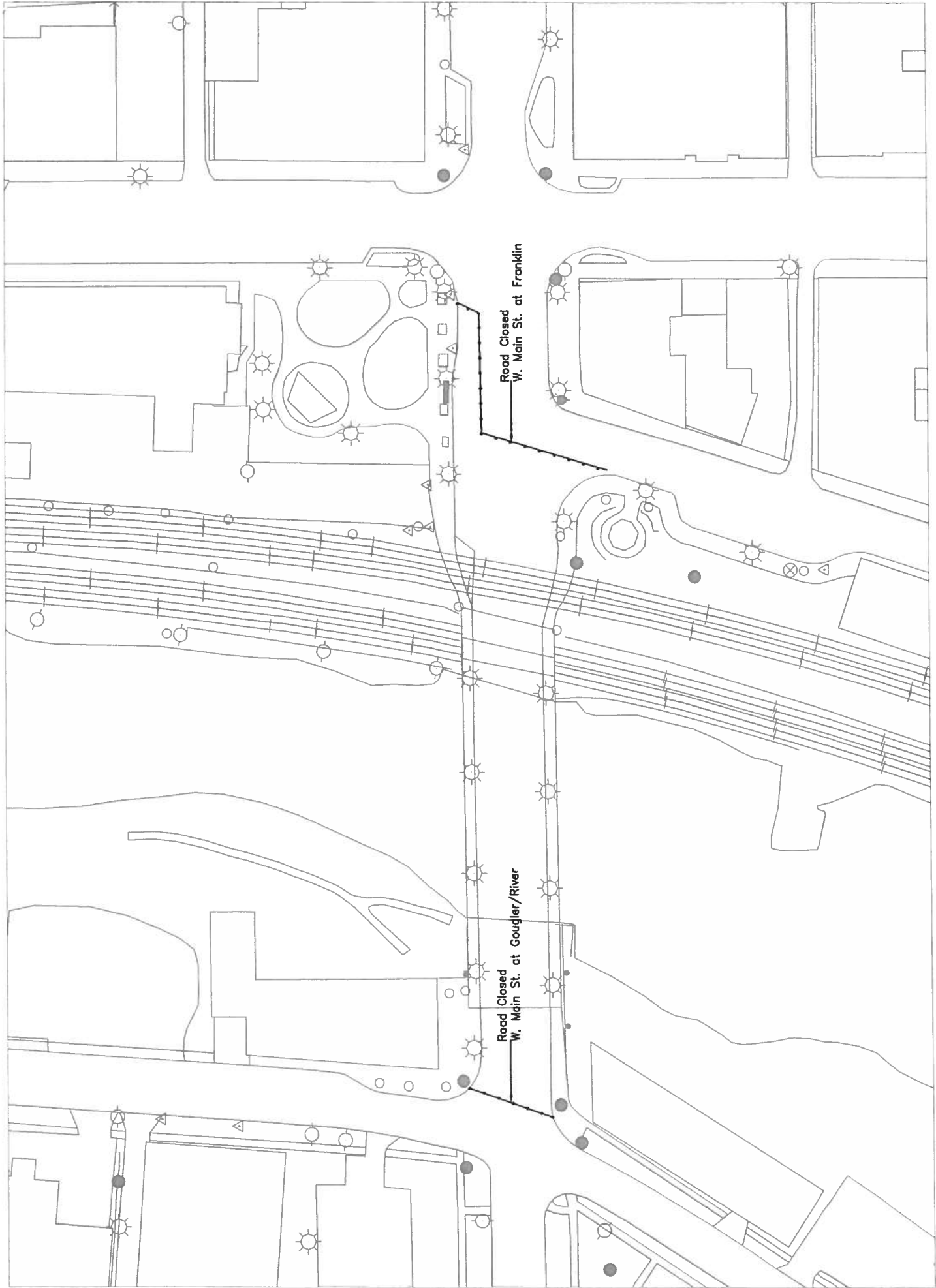
MEMORANDUM AGREEMENT  YES  NO APPLICATION APPROVED   
Chaf Meyer 8/1/12 APPLICATION DISAPPROVED \_\_\_\_\_  
Name Date

PROOF OF INSURANCE REQUIRED BY ORDINANCE 316.04 HAS BEEN REVIEWED AND APPROVED.

  
Law Director 3-26-12  
Date

IF APPLICATION IS APPROVED, PERMIT WILL BE ISSUED BY THE CITY MANAGER.

H:\Documents\Manager\Misc.Forms\appspecialevent.doc



Road Closed  
W. Main St. at Franklin

Road Closed  
W. Main St. at Gougler/River



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/06/2012

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

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

PRODUCER Hall-Green Agency, Inc 146 N. Depeyster St. P O Box 398 Kent, OH 44240	CONTACT NAME: Jeanne Kotis	
	PHONE (A/C, No, Ext): (330) 673-5873 FAX (A/C, No): (330) 673-1350 E-MAIL ADDRESS: hall-green@hall-green.com	
INSURED Kent Area Chamber Of Commerce 138 E. Main Street STE 102 Kent, OH 44240	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: State Auto Mutual Insurance Co	25135
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	x		SPP1104161	07/08/2011	07/08/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP0085360	07/08/2011	07/08/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

The City of Kent 215 E Summit St Kent, OH 44240	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jeanne Kotis</i>
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**Festival of Lights**1 message

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**Suzanne Robertson** <robertsons@kent-ohio.org>

Mon, Mar 26, 2012 at 10:19 AM

To: "Wemhoff, Lori" &lt;lwemhoff@kentbiz.com&gt;

Cc: "LEE, Michelle" &lt;LEE@kent-ohio.org&gt;, Bill Lillich &lt;lillich@kent-ohio.org&gt;, "Ruller, Dave" &lt;RullerD@kent-ohio.org&gt;

Good Morning Lori-

I spoke to Bill Lillich this morning concerning your application for the Festival of Lights. We specifically spoke about the need to get signatures from 70% of those in the affected area. Since the two buildings (Bissler and the law offices) in the area requested to be closed will not be open during the event and they have side entrances, Bill has requested that you just verbally let them know about the event to ensure they have no problems. Additionally, he would like you to check with the Mill to make sure there will be no parking problems for them since they sometimes use that area on Main Street. I will attach this email to your application for reference. If you have any questions please let us know.

Have a great day!

Thanks,  
Suzanne

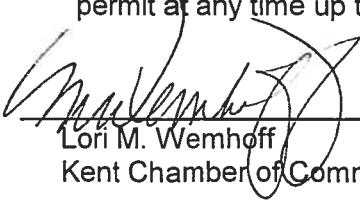
## MEMORANDUM OF UNDERSTANDING

IN RE: FESTIVAL OF LIGHTS: DECEMBER 1, 2012

A memorandum of understanding between Lori M. Wemhoff, representing Kent Chamber of Commerce, the sponsor of the event, and Chief of Police Michelle Lee representing the City of Kent, regarding a Special Event application for the "Festival of Lights" event.

1. **NATURE AND LOCATION OF THE EVENT** - This is a holiday festival that includes lighting of holiday lights and the arrival of Santa in the downtown Kent area. The sponsors are requesting the use of W. Main, west bound, adjacent to the Home Savings Plaza and all of W. Main St. between Franklin Ave. and S. River St. / Gougler Ave. This will provide a safe area for the large crowd of children that develops upon Santa's arrival. No other city street or right-of-way will be affected by the event. Eastbound traffic exiting the north end of Franklin Ave. will be maintained. A tent may be erected for Santa Claus on private property located at the Home Savings Plaza.
2. **STREET BARRICADES** The parking spaces will be blocked by the Kent Service Department no later than 5:00 p.m. Signs will be posted by the Kent Police Department prohibiting parking in the affected area. The signs will be posted on November 30, 2012.
3. **316.04 - RULES, GUIDELINES, CONDITIONS AND REQUIREMENTS**
  - A. ACCESS TO BUSINESSES AND RESIDENCES - YES
  - B. ALCOHOLIC BEVERAGES - No.
  - C. ANTI-DISCRIMINATION PROVISIONS - YES
  - D. FIRE PREVENTION/ SUPPRESSION - NO
  - E. FOOD VENDORS - NO
  - F. HEALTH AND SANITATION - The sponsor will attend to and remove any horse droppings or deposits experienced throughout the route and event.
  - G. FIRST AID - A first aid station will be provided.
  - H. HOURS -4:00 p.m.-9:00 p.m., December 1, 2012 (actual event: 5:30 p.m.-8:00 p.m.).
  - I. INSURANCE -Proof of insurance shall be provided to the City in the form of a certificate of insurance provided to the City Manager's office, and approved by the Law Director, prior to the final issuance of the special event permit
  - J. MECHANICAL RIDES - NO
  - K. NEIGHBORHOOD APPROVAL - Event Sponsors will notify the businesses at the west end of the W. Main St. Bridge. Those businesses are closed at the time of the event, and they have side entrances. No disruption of services is anticipated there. In addition, Event Sponsors will contact staff at the Star of the West Mill and coordinate driveway access or temporary closure.
  - L. NOISE LIMITATIONS - Per city ordinance
  - M. PAVEMENT PROTECTION - NO
  - N. SPECIAL PERMITS - None required
  - O. SECURITY & TRAFFIC CONTROL - No staffing by the Police Department is expected.
  - P. TRASH & RECYCLING - Arrangements have been made for the sponsor to provide trash receptacles and for clean-up during and after the event.
  - Q. UTILITY SERVICES - No special accommodation needed.
  - R. GAMBLING - NO
  - S. VENDOR ACCESS - NO
  - T. WAIVERS, SPORTING EVENTS - NO
  - U. ASCAP REQUIREMENTS - Permit holders shall be responsible for fulfilling ASCAP ( American Society of Composers, Authors, and Publishers ) requirements for any music played at a special event, including but not limited to reporting requirements. In addition, the permit holder shall be responsible for any costs charged to the City or the applicant by ASCAP for said event.

4. **PERMIT REVOCATION** The sponsor understands that the city maintains the authority to cancel the permit at any time up to and during the event if an emergency situation should dictate.

  
\_\_\_\_\_  
Lori M. Wernhoff      Date  
Kent Chamber of Commerce

  
\_\_\_\_\_  
Michelle Lee      Date  
Chief of Police



# CITY OF KENT, OHIO

## DEPARTMENT OF LAW

**TO: KENT CITY COUNCIL, MAYOR FIALA, DAVE RULLER**  
**FROM: JAMES R. SILVER**   
**DATE: AUGUST 31, 2012**  
**RE: TREX**

The State of Ohio Legislation recently enacted legislation that allows the owner of a liquor license to transfer the license to a different jurisdiction.

Under the State code, the only requirement needed for the transfer is approval by an official (most likely the Mayor) of the new jurisdiction. The process is called TREX, for reasons unclear to staff.

Staff believes it is very important to have a policy in place, and standards that need to be met, before the City of Kent accepts any new liquor licenses. Attached is staff's proposal. It sets guidelines for acceptance of a transferred license.

As the City already has an application pending to transfer a license under this new state law, staff recommends immediate adoption of the policy.

**PROPOSED POLICY GUIDELINES FOR THE  
ACCEPTANCE OF TREX LIQUOR LICENSES**

- 1) In order for a TREX liquor license to be transferred into the City limits of Kent, Ohio, the following criteria must be met:
  - a) The entity(s) wanting to bring the TREX license into the City shall invest a minimum of \$750,000 into the physical structure/building that will hold the license; and
  - b) The physical structure/building that will hold the license shall have a minimum of 4000 square feet of dining area; and
  - c) The sale of alcohol will account for no more than 25% of the total sales of the business entity holding the TREX license.
- 2) Kent City Council will review and approve or disapprove all applications for the proposed transfer of TREX liquor licenses into the City limits.
- 3) The Council may amend these policy guidelines from time to time as needed.
- 4) Kent City Council shall also have the ability to grant variances to the above 3 requirements (a, b, & c) if the applicant can show significant economic development benefits to the City of Kent and its residents of a similar nature to a, b & c above.
- 5) The applicant shall also comply with any State of Ohio regulations.



CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Linda Jordan

FROM: Jim Bowling

DATE: August 15, 2012

RE: Kent Central Gateway – Veterans Memorial Lease Amendment

The engineering department is requesting council's time to review the attached First Amendment to the lease agreement between the City and PARTA for the Kent Central Gateway. The Amendment formalizes the relationship between the City and PARTA in regards to the Veteran's Memorial. The following are the key points in the amendment:

- The Memorial is part of the overall Kent Central Gateway Project.
- The Memorial shall be constructed by PARTA.
- The Memorial shall be located along Haymaker Parkway and Erie Street.
- The Memorial shall be maintained, repaired and replaced by PARTA.
- The costs to maintain, secure, illuminate, repair and replace the Memorial shall be paid from the gross receipts from the deck.

C: Gene Roberts  
Jim Silver  
Sandy Lance  
file

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") is made and entered into as of this \_\_\_\_\_ day of July, 2012 (the "Effective Date"), by and between the PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY ("Lessor"), a duly organized political subdivision of the State of Ohio, and the CITY OF KENT, OHIO ("Lessee"), a municipal corporation and political subdivision organized and existing under the laws of the State of Ohio.

**RECITALS**

A. Lessor and Lessee entered into a Lease Agreement on August 3, 2011 (the "Lease") for certain parking facilities to be located on land along E. Erie Street between Haymaker Parkway and Depeyster Street in downtown Kent, which is more particularly described on Exhibit "A" attached hereto (the "Land"), and upon which Lessor is constructing a multi-modal transportation facility including: a three (3) level parking garage (the "Garage") which parking levels will be constructed above the proposed bus bays being a part of the Project; the shell of office and retail space for use by private tenants; and certain streetscape improvements (collectively, the "Project").

B. The parties have agreed to enter into this First Amendment to amend the Lease to add to the Project the design, construction and installation of a memorial to honor past, present, fallen and POW-MIA veterans from all branches of the United States military (the "Kent Gateway Veterans Memorial") and to clarify the intentions of the parties with respect to such matters as are specifically set forth herein.

C. Capitalized terms used herein but not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Lease.

**TERMS OF FIRST AMENDMENT**

NOW, THEREFORE, the parties, intending to be legally bound, and for valid consideration, agree as follows:

1. The "Project" as defined in the Lease shall, hereafter, include the Kent Gateway Veterans Memorial.

2. The Kent Gateway Veterans Memorial shall be constructed by Lessor on the Land along Haymaker Parkway and Erie Street, and, once constructed, the Kent Gateway Veterans Memorial shall be maintained, repaired and replaced by Lessor as a part of the Project in accordance with the terms set forth in the Lease.

3. Once complete, the costs incurred and expended by Lessor to maintain, secure, illuminate, repair and replace the Kent Gateway Veterans Memorial shall be paid for out of Gross Receipts from the Project in accordance with the terms of Section 16 of the Lease.

4. The parties agree that, except as otherwise specifically set forth herein, the Lease is unamended and remains in full force and effect.

5. This First Amendment shall be governed by the laws of the state of Ohio.

6. This First Amendment may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree to accept facsimile copies of the fully signed First Amendment as originals of the document.

7. This First Amendment is binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns under the Lease.

IN WITNESS WHEREOF, the parties agree that this First Amendment shall be dated and effective as of the date first set forth above.

LESSOR

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Its: John H. Drew, Jr., General Manager

LESSEE

**CITY OF KENT, OHIO**

By: \_\_\_\_\_  
David Ruller, City Manager

The legal form and correctness of the within instrument is hereby approved.

By: \_\_\_\_\_  
James Silver, Director of Law

Date: \_\_\_\_\_, 2012

## **CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Kent, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2012 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

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Director of Finance

## CERTIFICATE OF GENERAL MANAGER

The undersigned, fiscal officer of the Portage Area Regional Transportation Authority ("PARTA"), hereby certifies that the money required to meet the obligations of PARTA during the year 2012 under the foregoing Agreement has been lawfully appropriated by the General Manager of PARTA for such purposes (from the proceeds of federal grant funds pursuant to the Grant Agreement between PARTA and the U.S. Department of Transportation, Federal Transit Administration, dated \_\_\_\_\_, 2010 ) and are in the treasury of PARTA or in the process of collection/reimbursement to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
John H. Drew, Jr., General Manager

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PORTAGE            )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public in and for said County and State, personally appeared John H. Drew, Jr., General Manager of the Portage Area Regional Transportation Authority, who acknowledged the execution of the foregoing instrument as the authorized officer of said Transportation Authority on behalf of said Transportation Authority, and that the same is his voluntary act and deed as said officer and the voluntary act and deed of said Transportation Authority.

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

[SEAL]

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PORTAGE            )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public in and for said County and State, personally appeared David Ruller, City Manager of the City of Kent, Ohio, who acknowledged the execution of the foregoing instrument as the authorized officer of said City on behalf of said City, and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

[SEAL]

\_\_\_\_\_  
Notary Public



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

**DATE:** August 28, 2012  
**TO:** Dave Ruller, City Manager  
**FROM:** Bridget Susel, Interim Community Development Director *BDS*  
**RE:** Resolution of Support: Coleman Professional Services

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The Community Development Department has received a letter from Coleman Professional Services (CPS) requesting a resolution of support from Kent City Council for an 11-unit housing project that will be located within the City of Kent. The \$1.2 million housing project will provide supportive housing for young adults struggling with a persistent mental illness. Accompanying this memo is a summary of the project that has been provided by CPS.

Coleman Professional Services will be submitting a grant request to the Ohio Housing Finance Agency (OHFA) in October seeking financial assistance for the project. The City of Kent has committed some of its available 2011 and 2012 CDBG funding to support this important and much needed project.

I am respectfully requesting time at the September 5, 2012 Council Committee session to discuss this project in greater detail. Nelson Burns, President & CEO of Coleman Professional Services, will be present to answer any questions members of Council may have concerning this project.

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

Thank you.

Cc: Linda Jordan, Clerk of Council  
CPS CDBG 2011 and 2012 files



Coleman Professional Services  
Kent Transition Age Youth Housing  
Description of Project

Coleman Professional Services' Kent Transition Age Youth (TAY) Housing project will provide permanent housing for 10 homeless young adults, with annual incomes at or below 35% of the median income level, and who are receiving behavioral health services in Portage County. Although the entry age for this housing will be limited to ages 18-26, tenants in recovery may stay in the apartment as long as desired. Youth entering this program will be homeless as evidenced by a stay in a homeless shelter, the domestic violence shelter, living on the streets, facing a formal eviction or involvement in a crisis situation that will imminently lead to homelessness. Some of these youth may be aging out of foster care with nowhere to turn for housing and guidance. Youth participating in the program will be provided with safe, decent and affordable housing, employment services, and an array of mental health services such as case management, psychiatry, counseling and group therapy. Rental subsidies will make this housing affordable. A resident manager will live on-site to provide monitoring and support.

Coleman is dedicated to providing residential services to people with serious mental illness and currently operates 188 units of housing in four Ohio counties. Decent, supportive housing provides a foundation for recovery and has been shown to lower the rates of hospitalization and crisis care, as well as the use of city safety services. At any given time, there are approximately 30 homeless individuals on the Coleman waiting list for permanent supportive housing in Portage County. About 1/3 of these individuals are young adults. Providing 30 new units of affordable housing within the next 3 years in different cities within Portage County is a top priority for Coleman. The Kent TAY Housing Project will help 10 young adults with mental illness get the residential and supportive services they each may need to make the transition into productive and healthy adults.

A good location is critical to developing housing for people with mental illness. The two-story 11-unit apartment building will be situated in a quiet and diverse neighborhood near other small, one and two-story apartment buildings, as well as single family housing. The project fits with the R-4 zoning requirements and needs no variances or conditional use certificate. It is on the bus line and within walking distance to the library, university, social service agencies and downtown Kent. With an expected 700 new jobs being created - many entry level retail or food service - these young adults will have nearby opportunities to learn skills and obtain valuable work experience with access to Coleman's vocational support services.

This will be a brand new building, constructed to be safe, durable and low maintenance. The design is based on the Walter Capling Apartments, opened in 2009, located on St. Rt. 59 in Franklin Township. According to a 2007 study by Kent State University's Cleveland Urban Design Collaborative, "best practices" in residential design for individuals with serious mental illness limit stressors and provide for privacy, as well as give opportunities for peer support and community integration. Each of the 10 units will house only one young adult who is ready for the challenge of an independent living situation, but without the potential stress of having an "assigned" housemate who is also in recovery. The 11<sup>th</sup> apartment will house the resident

manager (RM), who will have experience working with young adults with mental illness and behavioral health problems. These young adults may have limited family support and guidance at a pivotal time in development. The RM can mentor and provide everyday support and encouragement, checking up on tenants who may be agitated or withdrawn.

The building's common areas will include laundry, exterior walkways, parking lot, and yard with enough space and sun for a large garden. At least three city parks are within easy walking distance. In addition to providing mentorship and on-site security, the resident manager will also develop appropriate group activities that provide social and recreational opportunities for tenants, such as cook-outs or walking for exercise. Other services tailored to the individual, such as case management, will be available to tenants to support the development of skills in activities such as cleaning and budgeting, as well as making/keeping medical and behavioral health care appointments and medication management.

It is important to provide living situations for people with mental illness that reduces both stigmatization and isolation, and one that feels safe. A small apartment building within the context of a larger neighborhood near amenities and vibrant city life can provide this sense of a home with ample opportunities to connect to the wider community. Resident privacy will be protected; no signage will indicate that this is a Coleman-owned property. The resident manager will model and encourage appropriate behavior, and will work in cooperation with safety forces to assure peace and security. For the lifetime of this housing development, Coleman pledges to be a good neighbor as we have been with the other supported living sites we have managed since 1989 within the City of Kent. Our residential team takes pride in caring for our properties and they work to encourage this sense of ownership in the residents.