ORDINANCE NO. 2018-10

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A SETTLEMENT AGREEMENT BETWEEN AMY M. WAPLES AND THE CITY OF KENT TO ALLOW THE CITY TO ENTER ONTO HER PROPERTY KNOWN AS 249 LAKE STREET, KENT, OHIO, IN ORDER TO RAZE 249-1/2 LAKE STREET BECAUSE IT IS UNINHABITABLE AND IT ENCROACHES UPON OTHER PROPERTY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to enter into a Settlement Agreement with Amy M. Waples to enter onto her property known as 249 Lake Street, Kent, Ohio, in order to raze the structure known as 249-1/2 Lake Street, Kent, Ohio because it is considered uninhabitable and is encroaching upon other property; and

WHEREAS, Portage County Land Reutilization Corporation will provide the funds for razing the structure known as 249-1/2 Lake Street, Kent, Ohio in order to help municipalities in abating insecure, unsafe or structurally defective structures that they have declared to be a public nuisance by causing such structures to be removed at no cost to the municipality.

NOW, THEREFORE, BE IT RESOLVED 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 Settlement Agreement between Amy W. Waples to enter onto her property in order to raze the structure known as 249-1/2 Lake Street, Kent, Ohio, because it is encroaching upon the property known as 249 Lake Street, Kent, Ohio, and the funds will be provided by Portage County Land Reutilization Corporation, 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: January 17, 2018
Date

[Signature]
Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: January 17, 2018
Date

ATTEST: [Signature]
Tara Grimm, CMC
Clerk of Council

I, TARA GRIMM, 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_________.

__________________________
TARA GRIMM, CMC
CLERK OF COUNCIL

(SEAL)
Exhibit D

Situated in the Township of Franklin (now City of Kent), County of Portage and State of Ohio: and known as being part of Franklin Township Lot 31, bounded and described as follows: Commencing at an iron pipe of the northeast corner of S.C. Leighton's Lot on Marvin Street; Thence North 10.5 feet to the South line of Lot 1 in John Arighi's Allotment; Thence West along the South line of Lot 1; 169.5 feet to the West line of said Lot 1; Thence South 70 feet to a diagonal line of Arighi's land; Thence Northeasterly 180.8 to the place of beginning and supposed to contain .16 of an acre. Intending hereby to convey Lot 1261 in the Arighi addition in the City of Kent, Arighi Allotment Vol. 3, Page 21 of Portage County Records.

Parcel ID: 17-031-21-00-045-000

Address: 249 ½ Lake Street, Kent, OH 44240
Exhibit E

SETTLEMENT AGREEMENT

This Settlement Agreement is made effective as of the date of execution hereof by the last party to sign by and between the CITY OF KENT, OHIO, 319 S. Water Street, Kent, Ohio and Amy M. Waples (hereinafter, “PROPERTY OWNER”), with a mailing address of 551 Valleyview Street, Kent, OH 44240.

WITNESSETH:

WHEREAS the PROPERTY OWNER owns property at 249 Lake Street, Kent, Ohio 44240 (Parcel # 17-031-21-00-066-000); AND

WHEREAS the building official for the CITY OF KENT, OHIO has determined that the structure located at 249 1/2 Lake Street, Kent, Ohio 44240 (Parcel # 17-031-21-00-045-000) (hereinafter, “DESIGNATED PROPERTY”), is uninhabitable, constitutes blight and its OWNER and the CITY desires to attempt to utilize funds from available grant funding, or programs offered and implemented by the Portage County Land Reutilization Corporation (PCLRC), which provides funds for razing blight pursuant the Settlement Agreement dated ________________; AND

WHEREAS the improvements on the DESIGNATED PROPERTY scheduled to be razed encroach upon the PROPERTY OWNER’S property; AND

WHEREAS the PROPERTY OWNER’S property will be aesthetically enhanced by the razing of the improvements on the DESIGNATED PROPERTY; AND

THEREFORE, in consideration of the above recitals and covenants and promises hereunder set forth, and for other good and sufficient consideration, the CITY OF KENT, OHIO and PROPERTY OWNER agree to the following:

THAT the CITY OF KENT, OHIO, building official, the PCLRC, or their designee(s) will take all steps necessary to raze the structure at the DESIGNATED PROPERTY, including:

1. Removal of the portion of the house that encroaches upon the PROPERTY OWNER’S property; including removal of any utility connections;
2. Necessary restoration of land to existing grade and grass seeding with straw, where applicable.

FURTHER, the PROPERTY OWNER, its successors, heirs, or assigns, will release and forever discharge and hold harmless the City, the PCLRC, and/or its contractors from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may, hereafter, arise from these activities. The PROPERTY OWNER will release and forever discharge from any liability or claim that it may have with respect to bodily injury, personal
injury, illness, death, or property damage that may result from these activities. FURTHER, the Exhibit E.

PROPERTY OWNER, agrees to indemnify and to hold harmless the City, the PCLRC, and/or its contractors from any loss, liability, damage, cost, or expense which they may incur as a result of death, injury, or property damage as a result of this agreement.

PROPERTY OWNER
Amy M. Waples

BEFORE ME, A Notary Public, personally appeared __________________________, who acknowledges that he/she did sign the foregoing SETTLEMENT AGREEMENT and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at __________________ County, ______________, this __________ day of ______________, 2017.

_____________________________  
Notary Public

_____________________________  Date
Bridget O. Susel,  
Community Development Director  
City of Kent

Witness

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