

**PORTAGE BIKE & HIKE TRAIL**  
**BRADY'S LEAP SEGMENT**

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding, dated May 12, 2021, is an agreement made and entered into between the City of Kent Parks and Recreation Department ("P&R") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City").

**WITNESSETH:**

**WHEREAS**, the P&R and the City are committed to providing a safe, robust active transportation network to the residents, workers and visitors to Kent; and

**WHEREAS**, the P&R and the City are committed to providing a strong network of recreational trails in Kent that is an integral part of the active transportation network in the City of Kent ; and

**WHEREAS**, the P&R and the City have been working jointly since 2015 to complete the Brady's Leap Segment of the Portage Bike & Hike Trail ("Project"), which includes federal and state funding for the Project; and

**WHEREAS**, the City has entered into a contract for the construction of the Project; and

**WHEREAS**, the opinion of probable cost to complete the Project is \$1,460,000, inclusive of the grant funds received; and

**WHEREAS**, the P&R budget is short \$460,000 to cover the opinion of probable project costs, which consist of the cost of construction, construction inspection and provide for a contingency during construction of the Project; and

**WHEREAS**, the City is willing to assist the P&R in addressing the budgetary shortfall of \$460,000 in order to complete the Project.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the parties hereby agree to the following to address the budget shortfall for the timely completion of the Project:

**City:**

- The City will contribute \$120,000 from its Capital Fund (301) for the completion of the Project.
- The City will provide additional funds as necessary to complete the project from its Capital Funds (301). The opinion of probable costs for the additional funds is \$340,000. The additional funds will be provided as a no interest loan to the P&R.
- The City will provide a revised amortization schedule after the completion of the project once the final costs are determined.

**P&R:**

- Will refund the City's Capital Fund (301) the total cost of the project, less the \$120,000 contributed by the City.
- The money will be refunded within five years, beginning in 2022. The money will be refunded in 5 equal payments, paid annually to the City. An amortization schedule based on the current opinion of probable costs is included in Attachment "A" as a reference.

**City and P&R:**

- If the City is required to pay a matching Park Fee due to a private residential development during the amortization period, the funds required to be paid will be used to reduce the balance owed to the City from P&R. The funds will be credited to the final payment owed to the City. The City will provide a revised amortization schedule to reflect the City's matching Park Fee payment.
- Anytime during the amortization period, the City and P&R may agree to have the P&R provide in-kind services to the City as payment on the loan. The value and scope of the in-kind services shall be agreed to, in writing, prior to providing the services.

**Limitations:**

Nothing in this memorandum of understanding shall supersede any regulatory authorities' mandates to either parties or relieve either parties of their obligations to meet such regulatory mandates. If a conflict arises between an aspect of this memorandum of understanding and a regulatory mandate, the regulatory mandate shall prevail.

**Severability:**

In the event any one or more of the provisions contained in the memorandum of understanding shall be determined to be invalid and the remaining provisions can be given effect, then in such event the remaining provisions shall remain in full force and effect.

**Contract Notices:**

Unless specified otherwise in this memorandum of understanding, all notices that would affect the terms of this memorandum of understanding shall be in writing, as follows:

To City: City of Kent  
930 Overholt Road  
Kent, Ohio 44240  
Attn: Budget and Finance Director

To P&R: Parks and Recreation Director  
497 Middlebury Road  
Kent, Ohio 44240

In witness whereof, the Parties hereto have offered their hands and seals:

PARKS AND RECREATION DEPARTMENT

Approved and Accepted by:

Melanie A Baker  
Melanie Baker  
Interim Parks & Recreation Director

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: 2/19/2021

CITY OF KENT

Approved and Accepted by:

Dave Ruller  
Dave Ruller  
City of Kent, City Manager

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: May 12, 2021

Approved as to Form:

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

Date: May 12, 2021

**Certificate of Director of Budget and Finance**

It is hereby certified that the amount **FOUR HUNDRED SIXTY THOUSAND Dollars (\$460,000)** required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the **CAPITAL Fund** free from any obligation or certificates now outstanding.

Rhonda Hall  
Rhonda Hall, CPA, Director of Budget and Finance

5/12/2021  
Date

**Attachment A**  
**Preliminary Amortization Schedule**

Brady's Leap Project - Loan with Kent Parks & Recreation Board

Compounding Period: Annual

Nominal Annual Rate: 0.000%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date	Memo
1 Loan	03/01/2021	460,000.00	1			
2 Payment	03/01/2021	120,000.00	1			City of Kent Contribution to the Project
3 Payment	03/01/2022	68,000.00	5	Annual	03/01/2026	

TValue Amortization Schedule - Normal, 365 Day Year

Date	Payment	Interest	Principal	Balance	Memo
Loan 03/01/2021				460,000.00	
1 03/01/2021	120,000.00	0.00	120,000.00	340,000.00	City of Kent Contribution to the Project
<b>2021 Totals</b>	<b>120,000.00</b>	<b>0.00</b>	<b>120,000.00</b>		
2 03/01/2022	68,000.00	0.00	68,000.00	272,000.00	
<b>2022 Totals</b>	<b>68,000.00</b>	<b>0.00</b>	<b>68,000.00</b>		
3 03/01/2023	68,000.00	0.00	68,000.00	204,000.00	
<b>2023 Totals</b>	<b>68,000.00</b>	<b>0.00</b>	<b>68,000.00</b>		
4 03/01/2024	68,000.00	0.00	68,000.00	136,000.00	
<b>2024 Totals</b>	<b>68,000.00</b>	<b>0.00</b>	<b>68,000.00</b>		
5 03/01/2025	68,000.00	0.00	68,000.00	68,000.00	
<b>2025 Totals</b>	<b>68,000.00</b>	<b>0.00</b>	<b>68,000.00</b>		

Brady's Leap Project - Loan with Kent Parks & Recreation Board

Date	Payment	Interest	Principal	Balance	Memo
6 03/01/2026	68,000.00	0.00	68,000.00	0.00	
<b>2026 Totals</b>	<b>68,000.00</b>	<b>0.00</b>	<b>68,000.00</b>		
<b>Grand Totals</b>	<b>460,000.00</b>	<b>0.00</b>	<b>460,000.00</b>		

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>0.000%</b>	<b>\$0.00</b>	<b>\$460,000.00</b>	<b>\$460,000.00</b>