

**JOINT RESOLUTION OF APPRECIATION AND COMMITMENT
CITY OF KENT AND KENT STATE UNIVERSITY**

WHEREAS, in 2013 the City of Kent and Kent State University marked the passage of the Centennial Celebration of Kent State University with a joint resolution of appreciation and commitment in honor of 100 years of the town-gown partnership; and

WHEREAS, in the last decade the City and Kent State University have accelerated their efforts to advance collaborations in the pursuit of shared strategic priorities between the City and the University; and

WHEREAS, the results of those collaborative projects have led to numerous State and National awards including being selected as the Best College Town in Ohio in 2017; and

WHEREAS, in 2017 Kent State University calculated its economic impact in northeast Ohio at \$3.4 billion, including supporting 11,800 jobs, generating \$550 million in labor income and over \$1 billion in economic output, and contributing over \$60 million in state and local taxes; and

WHEREAS, in 2018 Kent State University adopted a \$1 billion campus Master Plan that promises to be transformative both in and around the Kent campus; and

WHEREAS, in 2018 the City and University signed a resolution of agreement to collaborate and partner on the transformation of the East Main Street Area to enhance traffic flow, safety and the residential neighborhoods along East Main Street; and

WHEREAS, the City and University want to publicly reaffirm their support for the ambitions of the town-gown partnership for the next decade, working together toward the fulfillment of shared aspirations and objectives, including:

- Enhancing and showcasing the abundant assets of the university-city community that make Kent a great place to live, work, play and learn.
- Leveraging educational, social and cultural opportunities for community enrichment and personal growth.
- Creating welcoming public spaces that attract diverse populations for engagement and interaction.
- Promoting public health and safety, encouraging positive civic behavior, strengthening city neighborhoods, and becoming a dynamic and attractive "home away from home" for students and visiting faculty.

- Living up to the promise of being a vibrant university city, stimulating local and regional economic growth and facilitating entrepreneurship and innovation; now, therefore,

BE IT RESOLVED, that Kent City Council and the Kent State University Board of Trustees wish to extend their appreciation to each other and the growing list of community and business partners who join them in enriching the university-community experience enjoyed by residents, students, faculty, staff, visitors, businesses and other organizations in Kent; and

BE IT FURTHER RESOLVED, that the Kent City Council and Kent State University Board of Trustees authorizes and encourages the City and University leadership to continue the strong and active commitment to this strategic partnership.

DRAFT

LETTING THE SUN SHINE IN- OHIO'S PUBLIC RECORDS AND OPEN MEETINGS ACTS

Council Committee Meeting: May 2, 2018
City of Kent, Ohio

Overarching Mission Statement

Consistent with the premise that government at all levels exists first and foremost to serve the interests of the people, it is our mission and intent to at all times fully comply with and abide by both the spirit and the letter of Ohio's Public Records and Open Meetings Acts.

1. What must the Public Office do?:
 - a. Ensure that all employees are aware of and trained of the provisions of the Acts;
 - b. Do nothing that negatively abridges the public's right to obtain information about their government;
 - c. Do everything possible to aid those who are seeking information.
 - d. Construe the provisions of the Acts in a manner that favors compliance; and
 - e. If information cannot be disclosed because of an exception, clearly state the reasons why the information is being denied.
2. Requirements of Council:
 - a. Education once during a member's term in office; and
 - b. Council has designated the Council Clerk to attend the three hour course on the member's behalf.

Public Records

Definition: A *record* kept by a *public office* that has information stored on a fixed medium (tapes, e-mails, photos, films, videos, papers, etc.),

and is created or received by, or coming under the jurisdiction of, a *public office*, and documents what the *public office* does; the organization, functions, policies, decisions, procedures, operations or other activities of the *public office*.

1. If a document or item is not a "record" in the first place, then it is not covered by the Public Records Act. (Junk mail, purely personal communications to, from or between public employees, home addresses of public employees).
2. The Law Department is the office that receives all records requests, and responds accordingly. (Except accident reports handled by the Police Department).
3. Requesters:
 - a. Do not need to identify themselves;
 - b. Do not need to put the request in writing;
 - c. Do not need to explain "why" they want the records;
 - d. May decide the medium (paper, electronic) that the record is delivered; and
 - e. May only be charged for the cost of copying (not to include the salary of the person making the copy).
4. Public Records Requests will be responded to in a "prompt" and "reasonable" period of time.
5. All information that must be redacted will be visible and an explanation as to why the information was redacted will be given to the requester.
 - a. There are many exceptions to disclosure under the Public Records Act, and throughout the Revised Code and federal laws (i.e. SSNs, adoption records, records of minors involved in recreation activities, police investigation records).
6. The public office is not required to create new records or reveal information stored in the heads of its employees.
7. The public office must document the entire records requests process.

Records Retention

Records retention has nothing to do with public records. Records retention schedules are for all “records,” regardless of whether they are a public record or not.

1. Not every piece of information placed by a public employee on a fixed medium is a “record,” but if it is a record, it must be retained according to a properly promulgated records retention schedule.
2. A public office may not destroy, mutilate or otherwise dispose of records except as provided for by law and under the rules of the City’s records commission.
3. Records must be kept indefinitely, unless an approved records retention schedule exists covering disposal of the particular record.
4. City’s Records Commission will be meeting in the next few months, if there is any recommendations you would like to make, please have them ready for presentation.

Open Meetings

Similar to the Public Records Act, the Ohio Open Meetings Act is based on the principle that citizens must be able to observe the operation of their representative government. To that end, the Open Meetings Act is intended to require public bodies to take official action and to conduct deliberations upon official business in open meetings.

1. Definition of “meeting:” a prearranged gathering of a majority of the members of a public body to discuss or conduct public business.
 - a. Each of these three characteristics must be present; otherwise, the gathering is not a meeting.
 - b. “Discussion” is an exchange of words, comments or ideas.
 - c. “Deliberation” involves the weighing and examination of reasons for and against a course of action.

- i. Simple information gathering or fact finding may not be enough to constitute a "meeting;" however, the Open Meetings Act is to be liberally construed.
2. Members of the public body cannot participate by phone.
3. "Work sessions" are meetings subject to the Open Meetings Act.
4. Standing alone, one-on-one conversations between individual members, either in person or by telephone, do not violate the Open Meetings Act.
 - a. A conference call between a majority of members where public business is discussed is prohibited.
 - b. A public body must not, however, circumvent the Act by scheduling back-to-back discussions (whether in person, by phone, email or text) of public business which, taken together, are attended by a majority of the members. Such "*round robin*" or "*serial*" meetings violate the Open Meetings Act.
5. Responsibilities of Public Bodies
 - a. Openness-All official actions, deliberations of official business and voting must be open to the public.
 - b. Notice-The timing and notice must be provided to the public pursuant to rules/ordinances.
 - c. Minutes-Minutes must be composed and filed for each meeting.
 - i. Executive Sessions excepted.
6. Executive Sessions
 - a. What topics are covered?:
 - i.. Personnel;
 - ii. Property;
 - iii. Court Actions;
 - iv. Collective Bargaining;
 - v. Confidential Matters; and
 - vi. Security Arrangements.
 - b. Members may invite or exclude anyone they choose
 - c. No penalty under Open Meetings Act for revealing what was discussed in Executive Session, so choose your attendees accordingly. (Note: If there is a separate statute that prohibit disclosure, the attendees must abide by that prohibition).

- d. Restrictions on Executive Session
 - i. No decision-making;
 - ii. No voting (other than a motion to recess or to return to open session); and
 - iii. Non-permitted matters may not be discussed in Executive Session. Must discuss only the matter that was described in the motion to recess into the closed session.
- e. Documents presented or created in Executive Session may be subject to disclosure pursuant to the Public Records Act.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 23, 2018
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BS*
RE: Waiver of Payment in Lieu: Klaben Ford Lincoln, Inc.

For the last thirty years, Klaben Ford has grown to become a significant presence in the City of Kent through its ongoing investment in its dealership operations and auto services along the West Main Street corridor.

Klaben is in the early development phase of another expansion plan for its Klaben Ford Lincoln, Inc. dealership location that involves the demolition of a vacant residential unit that is adjacent to its current operations. The KCO's requires the water and sanitary sewer service lines to be disconnected at the main line when a structure is razed and typically the City's main utility lines are located under the nearest public street. The City's regulations do allow the Service Director to authorize the termination of the utilities within the confines of the property site in certain instances, as long as the contractor provides a payment in lieu of disconnection that will offset the City's costs of completing the termination of the utilities at the main lines at some point in the future.

The Klaben management team has not formalized its plans for the site yet so maintaining the utilities on site for possible future connection is advisable. Service Director, Melanie Baker, has approved the disconnection of the water and sanitary utility lines on site, which requires that Klaben provide the payment in lieu of disconnection to the City. Typically the fee in lieu is calculated by determining the cost to excavate, backfill and replace all affected pavement, sidewalk and curbs on only one public roadway. In this case, however, the water line is connected to the City main line on N. Francis Street and the sanitary line is connected to the City's main line that extends under West Main Street so the fee in lieu amount is based on work needed to repair two public streets, which has resulted in the demolition project becoming cost prohibitive.

I am respectfully requesting time at the May 2, 2018 Committee session to discuss this matter in greater detail and to ask Council to consider a request from the Klaben management team to waive the payment in lieu of disconnection requirement, in this instance only, so the demolition can proceed in a cost effective manner, while still providing the company with the opportunity to maintain the utilities on site for future redevelopment.

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

Cc: Melanie Baker, Service Director
Jen Barone, Development Engineer
Eric Fink, Assistant Law Director
Tara Grimm, Clerk of Council
Hope Jones, Law Director
Tom Wilke, Economic Development Director

1311.05 REMOVAL OF SERVICE CONNECTIONS AND FOUNDATION MATERIAL; FILLING OF EXCAVATIONS AND DITCHES.

(a) Sanitary sewer service lines, storm sewer service lines, water service lines, and gas service lines shall all be disconnected at the main line. This is required to prevent future leaks and to reduce the possibility of damage to the utility during subsequent street excavations. Sanitary sewer laterals shall be capped or plugged where the connection to the sewer is a fabricated wye or tee. When the connection is a tap into the main sewer, a band shall be installed around the pipe to provide a water tight seal. The ends of a pipe abandoned in place shall be capped or plugged water tight. Storm sewer laterals shall be removed and capped or banded in the same manner as the sanitary laterals. Water service lines shall have the corporation stop removed from the main line and it shall be replaced with a threaded plug. When it is found that the trench in which said service lines have been laid has resulted in settlement of the area above the trench, the area affected by this settlement shall be excavated and a full depth repair of the affected area including pavement, sidewalk and curb replacement, as may be necessary, shall be performed. (Ord. 2002-106. Passed 11-6-02.)

(b) The owner of the premises being moved or wrecked shall have the option of causing the above mentioned sanitary sewer or water service line disconnection work to be performed by a contractor of his/her choice or to make a payment in lieu of disconnection to the City at the time the demolition or moving permit is obtained. The payment in lieu of disconnection shall be an amount required to have the City hire an outside contractor to do the work, plus a ten percent (10%) addition for administration fees for the City employees to cover their time and efforts to get the work completed.

(1) The City of Kent Service Director shall set disconnect costs. The cost schedule shall take into account the depth of the lines; whether or not the lines are underneath pavement (including the type of pavement and length of lines under the pavement); the cost of replacing pavement; the relationship of the utility lines to be disconnected to other utility lines; and such other factors as are relevant to disconnecting the lines and putting the affected area back into the condition it was in prior to the disconnection taking place, payable in cash or by a certified cashier's check, and shall be paid through the Deputy Service Director/Superintendent of Engineering's office. This payment will be used to offset the City's cost in contracting the completion of this work.

A. When the payment in lieu of disconnection option is selected, the sewer service liens shall have a 45-degree elbow installed on the property end of the line as near as possible to the back of curb or back of sidewalk. Immediately after the 45-degree elbow, sufficient pipe shall be installed to bring this extension of the sewer line to one foot above grade. At this point, a cleanout with a water tight plug shall be installed so that the location of the sewer service line is accessible and readily identifiable. Those portions of the pipe and clean out above grade shall be adequately protected during backfilling and site restoration operations to guard against breakage. The water service line, when this option is selected, shall be shut off at the curb box and the house side end of the line shall be crimped or capped in a manner which provides a water tight plug. The stub end of the service line shall be the location of the shut-off box and shall be clearly identified that it may readily be located in the future.

(2) Where, in the opinion of the Deputy Service Director/Superintendent of Engineering, the sanitary sewer and waterline laterals are found to be in a condition equal to that required of new construction. He or she may allow them to remain providing there is reasonable cause to believe they will be used to serve a new structure. (Ord. 2012-132. Passed 12-19-12.)



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 24, 2018
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BS*
RE: Portable Storage Container Legislation

The City of Kent has been experiencing an increase in property owners utilizing portable storage containers for the storage of personal property and materials. Currently, the City does not have any legislation governing the use and placement of these temporary containers so when they are used for extended periods of time, they become a public nuisance for adjacent property owners.

The Community Development staff reviewed ordinances enacted by several other communities that have approved legislation for portable storage containers and has developed the attached list of factors that should be taken into consideration to allow for adequate regulation of the use of these containers in the community.

I am respectfully requesting time at the May 2, 2018 Committee session to discuss the attached list of criteria in greater detail and to request Council authorization for the drafting of an ordinance that will add a section to the City's Property Maintenance Code to regulate the use and placement of portable storage containers.

If you need any additional information in order to add this item to the May 2nd Committee agenda, please let me know.

Thank you.

Cc: Paul Bauer, Code Enforcement Officer
Tara Grimm, Clerk of Council
Eric Helmstedter, Code Enforcement Officer
Hope Jones, Law Director

Proposed Requirements for Portable Storage Containers

1. Portable storage container is defined as any container, shed-like structure, or other receptacle that is capable of being moved and is, or can be, used for the temporary storage of personal property or building materials of a non-hazardous nature, and which is located outside.
2. A "no fee" permit will need to be issued by the Community Development Department prior to the placement of any portable storage container on a residential or commercial property. The permit will need to be displayed on the front of the container and visible from the street.
3. Any portable storage container must not be located on a property for more than thirty (30) consecutive days within a twelve month period. The Community Development Department may allow the placement of a portable storage container on a property for more than thirty (30) days, provided the property owner can demonstrate that extenuating circumstances exist to justify the extension. At no time will any approved extension exceed thirty (30) days and no more than one (1) extension shall be granted within a twelve month period.
4. The size of any portable storage container shall not exceed sixteen (16) feet in length, by eight (8) feet in width, by eight (8) feet in height.
5. Any portable storage container shall be placed on a hard surfaces area and not be located in the front yard setback area or encroach onto adjoining properties or block or obstruct traffic vision, public sidewalk, or street.
6. No more than one (1) portable storage container shall be placed on any residential or commercial property.
7. Portable storage containers shall be delivered and maintained in good condition, free from peeling paint, rust, dents, graffiti, and any other visible forms of deterioration.
8. The portable storage container regulations can be incorporated into Chapter 14 of the City of Kent Property Maintenance Code, added as Section 1414.05 after the donation drop-off bin requirements, and subject to 501.13 "Civil Offenses" regulations.

EXCEPTIONS:

1. If temporary storage container is being used in conjunction with a construction project that has a valid permit issued by the City of Kent Building Department.
2. When an area of the City has been officially declared a disaster area.

RESOLUTION SUPPORTING SCHOOL SAFETY AND REDUCING VIOLENCE IN SCHOOLS

WHEREAS, school violence has become an epidemic in the United States of America;

WHEREAS, the children and school employees of our nation deserve to attend school without fear of death or injury, and their families deserve to send them to school without the same fear;

WHEREAS, there is a mutual responsibility of all citizens to address this problem and the responsibility for preventing violent incidents cannot be relegated to school districts alone;

WHEREAS, multiple studies have shown that the majority of Americans support action to eliminate violence in our schools;

WHEREAS, school board members, administrators, employees and community members should work together with lawmakers, legal counsel, law enforcement and security experts to determine how best to ensure student safety in their district;

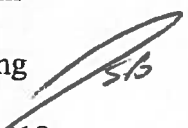
THEREFORE, BE IT RESOLVED that the Kent City Council and Kent City Board of Education implores the President of the United States, the Governor of the State of Ohio, the United States Congress, and the Ohio General Assembly to prioritize the protection of students and school employees by enacting legislation with funding for the following:

1. Enhanced mental health services and substance abuse treatment so that all individuals, including children, have sufficient access to these services.
2. Increased access to school safety measures, including, but not limited to, School Resource Officers (SROs), school safety infrastructure, and other security measures designed to protect students and staff from an active shooter on school grounds.
3. Training for school employees and enhanced coordination with law enforcement agencies and first responders to ensure appropriate responses to incidents of violence in schools.
4. Preserving the balance between the right to own firearms and the protection of students and school employees from any act of violence.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Tara Grimm

FROM: Jim Bowling 

DATE: April 10, 2018

RE: License Agreement for Water Main Crossing

The Division of Engineering is requesting council time to consider and approve the City enter into the attached License Agreement with the City of Akron. The License Agreement will permit Kent to construct a short shared use path connection from Lower Drive to Akron Boulevard across Akron's Water Main Easement. This connection will shorten access by as much as 0.6 miles for over 50 homes in Kent to the Portage Bike and Hike Trail and Freedom Trail. This location is also part of future shared use path connections from neighborhoods in the southwest part of Kent to the Freedom Trail, Portage Bike and Hike Trail, Summit Bike and Hike Trail and Longcoy Elementary School as can be seen in figure 1.

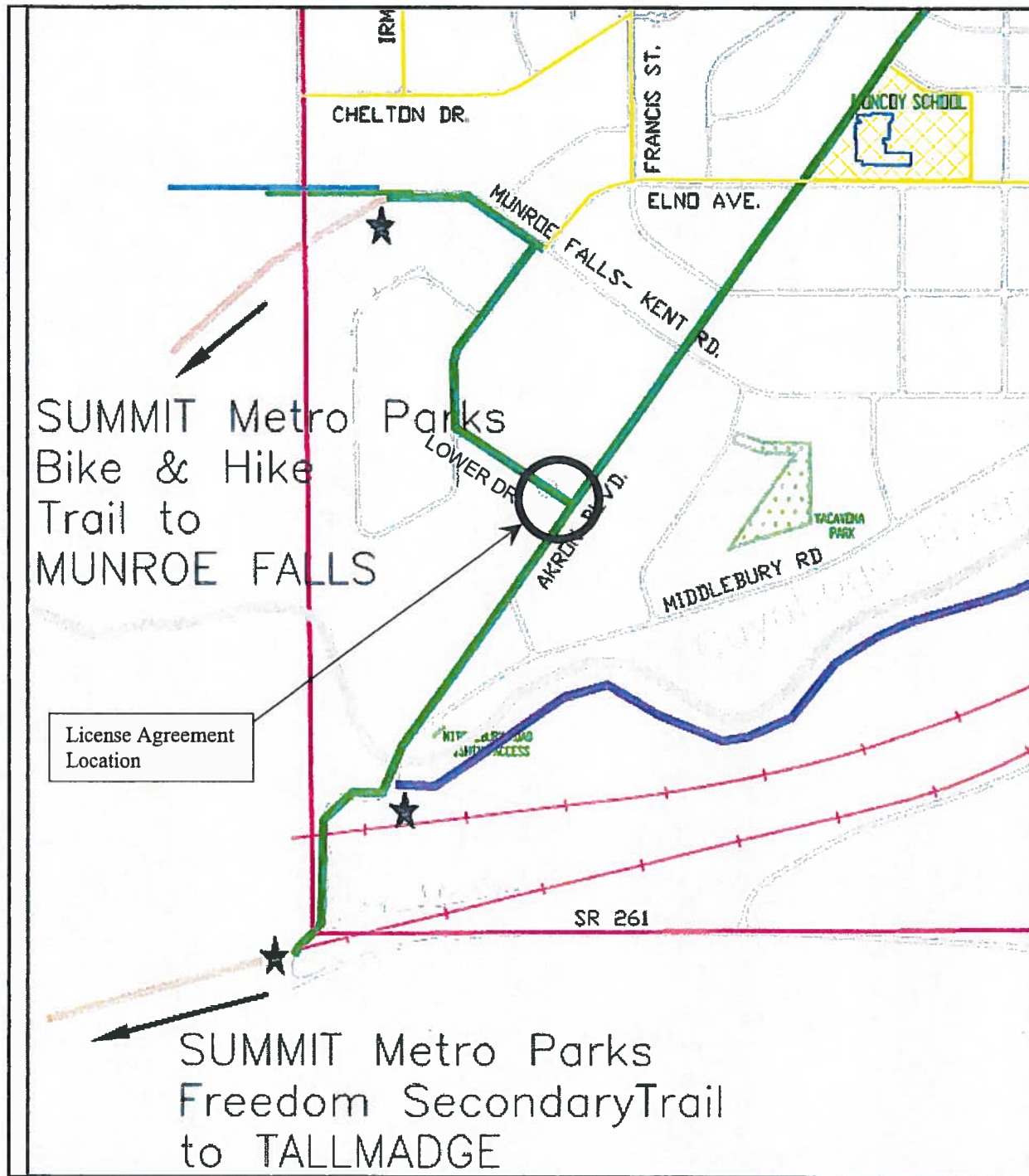


Figure 1 – Future Bike/Pedestrian Connections

C: Melanie Baker, Service Director
 Bill Rudlosky, WMR Associates

LICENSE AGREEMENT
FOR WATER FORCE MAIN CROSSING

KNOW BY ALL MEN THESE PRESENTS, that the City of Akron, Ohio, a charter municipal corporation, hereinafter called the GRANTOR, 166 South High Street, Akron, Ohio 44308, for the consideration of One Dollar (\$1.00) and other good and valuable consideration, does hereby grant the City of Kent, Ohio, a charter municipal corporation, hereinafter called the GRANTEE, 930 Overholt Road, Kent, Ohio 44240 a LICENSE and right-of-way on, over, and through a certain parcel of land owned by the GRANTOR and further described on Exhibit A, hereinafter called the PREMISES:

GRANTEE will construct, pave, repair, and maintain a 10-foot wide bicycle trail, consisting of approximately five inches of asphaltic concrete over five inches of crushed stone, with bollards, between Lower Drive and Akron Boulevard within Parcel 17-009-00-00-039-000, owned by GRANTEE, crossing one of the GRANTEE's 48" diameter water force mains, over a portion of the PREMISES as shown in Exhibit B, hereinafter called the BIKE TRAIL. The crossing is located approximately 950 feet south of Monroe Falls Kent Road along Akron Boulevard.

The GRANTOR hereby grants unto the GRANTEE the right to construct, repair, and maintain the bicycle trail described above, hereinafter the PROJECT, on the PREMISES. The GRANTEE shall only be entitled to access the PREMISES not consisting of the BIKE TRAIL for the purposes of installation, maintenance and repair of the BIKE TRAIL.

As condition of this LICENSE, the GRANTEE covenants and agrees with the GRANTOR, as follows:

GRANTEE shall pay any and all costs, damages, fines and expenses in connection with the construction and maintenance of the PROJECT. After receiving the written approval of the GRANTOR, GRANTEE may install the PROJECT.

GRANTEE shall perform any other construction or services required by GRANTOR in connection with protecting the water supply of the GRANTOR whether in connection with initial installation of the PROJECT or in the use and repair thereof. GRANTEE shall pay all costs incurred by GRANTOR if GRANTOR either constructs, or in performance of maintenance, repairs, removes, upsizes, downsizes, or replaces its water mains as a result of GRANTEE'S activities under this LICENSE. Further, GRANTEE agrees that GRANTOR is not responsible for any business expense, or loss of business that may result from GRANTOR'S work on its water mains as a result of the PROJECT.

GRANTEE shall remove all debris resulting from installation, maintenance or repair of the PROJECT, clean up the PREMISES and leave the portion of the PREMISES not consisting of the BIKE TRAIL in the same condition it was before the installation of the PROJECT.

GRANTEE shall perform any other construction or services required by GRANTOR whether for initial installation of the PROJECT or for the maintenance and repair thereof.

GRANTEE shall carry the following minimum amounts of insurance during the term of this LICENSE with the GRANTOR, its agents, employees, and representatives named as additional insured's covering the GRANTEE, its agents, employees and representatives for any and all claims, or liabilities for bodily injury including death or property damage growing out of or in any way attributable to the construction, operation, maintenance, replacement, repair, removal, or occupancy of said bicycle trail: combined single limit bodily injury/property damage coverage in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. GRANTEE shall provide additional insured endorsements in a form acceptable to GRANTOR.

GRANTOR reserves the right to require GRANTEE, on thirty (30) days written notice, to relocate or remove the PROJECT at GRANTEE's expense.

GRANTEE shall not use the PREMISES in any other manner or for any other purpose other than the PROJECT, nor permit any other person, firm or corporation to occupy the PREMISES or any part thereof. GRANTEE shall not in any event use or permit the PREMISES to be used for any unlawful manner or for any illegal purpose or in such manner as to constitute a nuisance.

Waiver of any breach of LICENSE shall not be construed to be a waiver of any subsequent breach.

All notices required to be given to GRANTEE shall be made by certified mail addressed to the Service Director, 930 Overholt Road, Kent, Ohio 44240, and notices to GRANTOR shall be made by certified mail addressed to Superintendent, Water Distribution Division, 1460 Triplett Boulevard, Akron, Ohio, 44306 with copies to the Director of Public Service, 166 South High Street, Room 201, Akron, Ohio 44308 to the Director of Law, 161 South High Street, Suite 202, Akron, Ohio 44308.

GRANTEE agrees to abide by all terms and provisions of Section 34.03 of the Code of Ordinances of the City of Akron, Ohio regarding public contracts during the terms of this License.

GRANTEE agrees to maintain and care for the Premises and agrees that it is also responsible for the safety of the people being on the Premises and for maintaining the Premises in a safe condition, and to pay for any and all utilities consumed in connection with occupancy of the Premises.

GRANTEE shall not assign any of its rights under this LICENSE without the prior written approval of the GRANTOR.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

CITY OF AKRON, OHIO

John O. Moore, Director
Department of Public Service

CITY OF KENT, OHIO

Melanie Baker, Service Director

Approved as to form and correctness:

Eve V. Belfance, Director of Law
City of Akron, Ohio

Approved as to form and correctness:

Hope Jones, Law Director
City of Kent, Ohio

EXHIBIT "A"

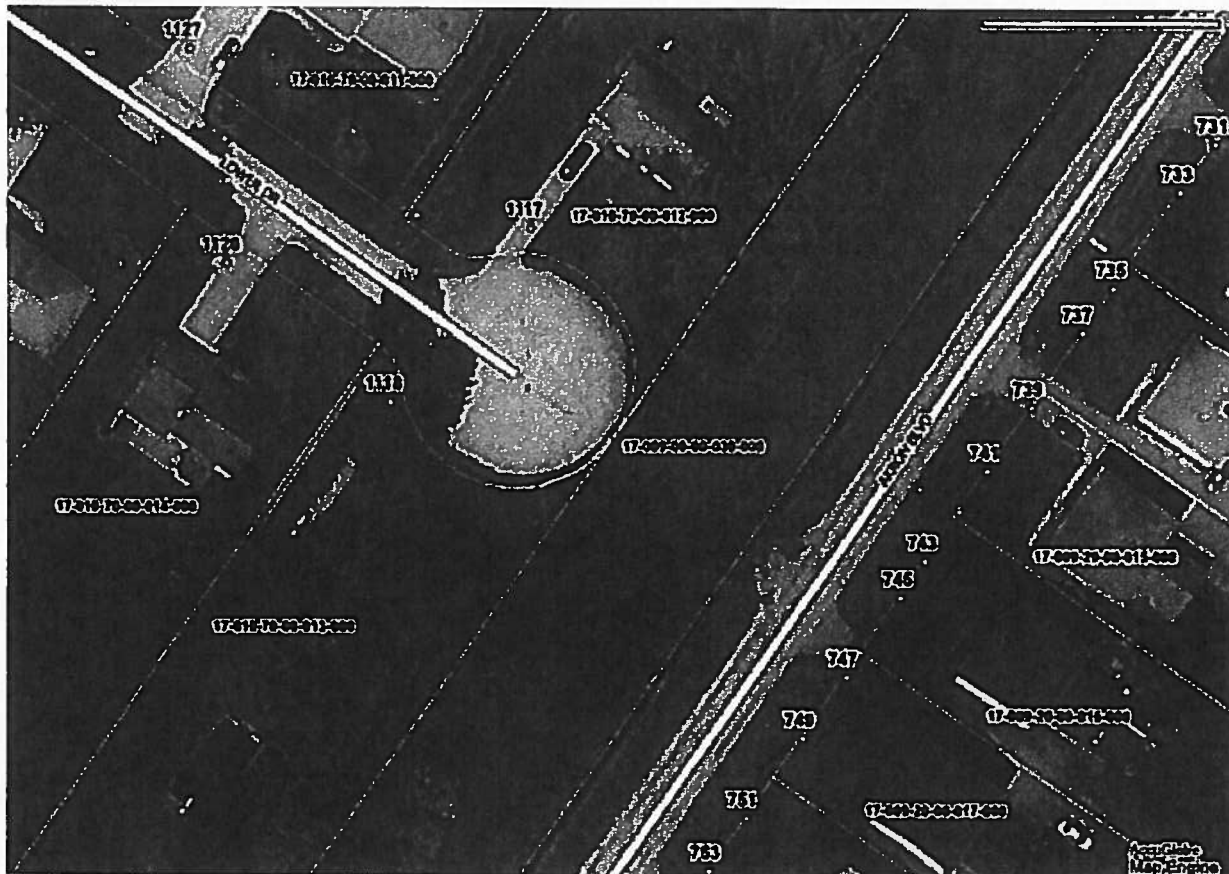


EXHIBIT "B"



CITY OF KENT, OHIO

DEPARTMENT OF PUBLIC SERVICE

MEMO

TO: Dave Ruller, City Manager
FROM: Melanie A. Baker, Service Director
DATE: 4/25/2018
SUBJECT: Trash and Recycling bids and award.

After a concerted effort by Republic Services and Portage County Solid Waste Management District (our current trash and recycling providers), we are continuing to hone in on the exact number of trash and recycling customers that the City has. I have come to learn that Republic Services are billing and serving 4,524 customers, while Portage County serves approximately 5,200 customers. We are still working with Portage County on their numbers. I feel this number will be adjusted accordingly due to missed or wrong billing and bagged customers being our biggest unknown.

Republic Services will be contracting directly with Portage County Solid Waste Management District to handle the City's recycling. Once we have completed and awarded our contract to Republic Services they will integrate their address list with Portage County's address list and begin to address the issue of any discrepancies should they continue to exist.

Republic Services along with the City of Kent and Portage County Recycling will be preparing a pamphlet that will go out to all the residents of Kent explaining the updates on trash, allowing the residents to certify their level of service for trash and indicate that Portage County will continue doing the recycling. All this information will be put together jointly and paid for and distributed by Republic.

Once our residents certify the level of trash service they would like to have, Republic Services will compile a full list of participants and level of service and recertify our residential programs (trash and recycling) so that we have a more stable and reliable number of accounts.

Therefore, I would recommend that the City of Kent enter into contract with Republic Services, for a 3 year contract with 2 one year extensions which will be automatic unless either party wishes to terminate the contract or amend the contract as per the contract requirements.

This contract would be effective July 1, 2018.

The bid award will be for the following services at the prices listed in yellow.

Trash					Republic
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Minimum Generator Service	30	Bag	3.00	
2	30 Gallon Generator Service	550	Mo.	12.50	
3	60 Gallon Generator Service	1500	Mo.	12.75	
4	95 Gallon Generator Service	1065	Mo.	14.75	
5	Unlimited Service	800	Mo.	16.75	
Alt. 8A - Recycling 65 gallon.					
Recycling	3	65 Gallon Recycling Tote	4245	Mo	6.50

NOTE: The final quantities will be determined in first month of service. Residents will be given a chance to adjust their preference for trash service. Recycling is required and residents will be billed accordingly.

Republic Services will be contracting with Portage County Solid Waste District for recycling services.

**City of Kent
Income Tax Division**

March 31, 2018

Income Tax Receipts Comparison - (Excluding 0.25% Police Facility Receipts)

Monthly Receipts

Total receipts for the month of March, 2018	\$1,051,604
Total receipts for the month of March, 2017	\$1,133,943
Total receipts for the month of March, 2016	\$1,182,357

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

	<u>Year-to-date Actual</u>	<u>Percent of Annual</u>
Total receipts January 1 through March 31, 2018	\$3,267,321	22.41%
Total receipts January 1 through March 31, 2017	\$3,434,836	23.39%
Total receipts January 1 through March 31, 2016	\$3,436,578	24.32%

Year-to-date Receipts Through March 31, 2018 - Budget vs. Actual

<u>Year</u>	<u>Annual Budgeted Receipts</u>	<u>Revised Budgeted Receipts</u>	<u>Year-to-date Actual Receipts</u>	<u>Percent Collected</u>	<u>Percent Remaining</u>
2018	\$ 14,577,960	\$ 14,577,960	\$ 3,267,321	22.41%	77.59%

Comparisons of Total Annual Receipts for Previous Nine Years

<u>Year</u>	<u>Total Receipts</u>	<u>Change From Prior Year</u>
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%
2011	\$ 10,711,766	2.48%
2012	\$ 12,063,299	12.62%
2013	\$ 12,397,812	2.77%
2014	\$ 13,099,836	5.66%
2015	\$ 14,592,491	11.39%
2016	\$ 14,133,033	-3.15%
2017	\$ 14,687,372	3.92%

Submitted by



Director of Budget and Finance

2018 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
(Excluding 0.25% Police Facility Receipts)
as of Month Ended March 31, 2018

Monthly Receipts				Comparisons	
Month	2016	2017	2018	Amount	Percent Change
January	\$ 1,154,690	\$ 1,228,846	\$ 1,153,204	\$ (75,641)	-6.16%
February	1,099,532	1,072,047	\$ 1,062,513	(9,534)	-0.89%
March	1,182,357	1,133,943	\$ 1,051,604	(82,340)	-7.26%
April	1,413,680	1,561,337			
May	1,226,790	1,233,090			
June	1,239,820	1,291,517			
July	1,070,843	1,161,945			
August	1,219,361	1,116,420			
September	1,109,848	1,175,347			
October	1,226,785	1,215,670			
November	1,020,285	1,162,952			
December	1,169,043	1,334,259			
Totals	\$ 14,133,033	\$ 14,687,372	\$ 3,267,321		

Year-to-Date Receipts				Comparisons	
Month	2016	2017	2018	Amount	Percent Change
January	\$ 1,154,690	\$ 1,228,846	\$ 1,153,204	\$ (75,641)	-6.16%
February	2,254,221	2,300,893	2,215,718	(85,175)	-3.70%
March	3,436,578	3,434,836	3,267,321	(167,515)	-4.88%
April	4,850,258	4,996,173			
May	6,077,048	6,229,263			
June	7,316,868	7,520,780			
July	8,387,712	8,682,725			
August	9,607,073	9,799,145			
September	10,716,920	10,974,491			
October	11,943,705	12,190,161			
November	12,963,990	13,353,113			
December	14,133,033	14,687,372			
Totals	\$ 14,133,033	\$ 14,687,372			

2018 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)
as of Month Ended March 31, 2018

Month	Monthly Receipts			Comparisons	
	2016	2017	2018	Amount	Percent Change
January	\$ 421,390	\$ 436,131	\$ 441,024	\$ 4,893	1.12%
February	385,108	398,208	\$ 408,429	10,222	2.57%
March	442,123	441,069	\$ 439,804	(1,265)	-0.29%
April	422,702	474,495			
May	459,795	428,818			
June	410,589	425,646			
July	0	403,532			
August	808,425	417,678			
September	350,859	356,602			
October	469,297	471,742			
November	447,327	445,247			
December	438,817	445,693			
Totals	\$ 5,056,433	\$ 5,144,861	\$ 1,289,257		

Month	Year-to-Date Receipts			Comparisons	
	2016	2017	2018	Amount	Percent Change
January	\$ 421,390	\$ 436,131	\$ 441,024	\$ 4,893	1.12%
February	806,499	834,338	849,453	15,115	1.81%
March	1,248,622	1,275,407	1,289,257	13,850	1.09%
April	1,671,324	1,749,902			
May	2,131,119	2,178,721			
June	2,541,708	2,604,367			
July	2,541,708	3,007,898			
August	3,350,133	3,425,576			
September	3,700,992	3,782,178			
October	4,170,289	4,253,920			
November	4,617,616	4,699,167			
December	5,056,433	5,144,861			
Totals	\$ 5,056,433	\$ 5,144,861			

2018 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)

Comparisons of Total Annual Receipts for Previous Nine Years

Year	Total Receipts	Percent Change
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%
2012	\$ 4,436,666	4.48%
2013	\$ 4,603,095	3.75%
2014	\$ 4,778,094	3.80%
2015	\$ 4,916,874	2.90%
2016	\$ 5,056,433	2.84%
2017	\$ 5,144,861	1.75%

2018 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
Police Facility Dedicated Income Tax Receipts - 1/9 of Total (0.25%)
as of Month Ended March 31, 2018

Monthly Receipts				Comparisons	
Month	2016	2017	2018	Amount	Percent Change
January	\$ 144,319	\$ 153,588	\$ 144,134	\$ (9,454)	-6.16%
February	137,426	133,991	\$ 132,799	\$ (1,192)	-0.89%
March	147,779	141,727	\$ 131,436	\$ (10,291)	-7.26%
April	176,690	195,145			
May	153,332	154,119			
June	154,960	161,421			
July	133,840	145,227			
August	152,403	139,537			
September	138,715	146,902			
October	153,331	151,942			
November	127,521	145,353			
December	146,114	166,764			
Totals	\$ 1,766,430	\$ 1,835,715	\$ 408,369		

Year-to-Date Receipts				Comparisons	
Month	2016	2017	2018	Amount	Percent Change
January	\$ 144,319	\$ 153,588	\$ 144,134	\$ (9,454)	-6.16%
February	\$ 281,745	\$ 287,579	276,934	\$ (10,646)	-3.70%
March	\$ 429,524	\$ 429,306	408,369	\$ (20,937)	-4.88%
April	\$ 606,214	\$ 624,451			
May	\$ 759,546	\$ 778,570			
June	\$ 914,506	\$ 939,992			
July	\$ 1,048,346	\$ 1,085,218			
August	\$ 1,200,749	\$ 1,224,755			
September	\$ 1,339,464	\$ 1,371,657			
October	\$ 1,492,795	\$ 1,523,599			
November	\$ 1,620,316	\$ 1,668,951			
December	\$ 1,766,430	\$ 1,835,715			
Totals	\$ 1,766,430	\$ 1,835,715			

2018 CITY OF KENT, OHIO
Comparison of Total Income Tax Receipts - Including Police Facility Receipts
as of Month Ended March 31, 2018

Monthly Receipts				Comparisons	
Month	2016	2017	2018	Amount	Percent Change
January	\$ 1,299,009	\$ 1,382,434	\$ 1,297,339	\$ (85,096)	-6.16%
February	\$ 1,236,958	\$ 1,206,038	1,195,312	(10,725)	-0.89%
March	\$ 1,330,136	\$ 1,275,670	1,183,039	(92,631)	-7.26%
April	\$ 1,590,370	\$ 1,756,482			
May	\$ 1,380,122	\$ 1,387,209			
June	\$ 1,394,780	\$ 1,452,938			
July	\$ 1,204,684	\$ 1,307,171			
August	\$ 1,371,764	\$ 1,255,957			
September	\$ 1,248,563	\$ 1,322,249			
October	\$ 1,380,115	\$ 1,367,611			
November	\$ 1,147,806	\$ 1,308,304			
December	\$ 1,315,157	\$ 1,501,023			
Totals	\$ 15,899,464	\$ 16,523,087	\$ 3,675,690		

Year-to-Date Receipts				Comparisons	
Month	2016	2017	2018	Amount	Percent Change
January	\$ 1,299,009	\$ 1,382,434	\$ 1,297,339	\$ (85,096)	-6.16%
February	2,535,966	2,588,472	2,492,651	(95,821)	-3.70%
March	3,866,102	3,864,142	3,675,690	(188,452)	-4.88%
April	5,456,472	5,620,624			
May	6,836,594	7,007,833			
June	8,231,374	8,460,772			
July	9,436,058	9,767,943			
August	10,807,822	11,023,900			
September	12,056,385	12,346,149			
October	13,436,500	13,713,760			
November	14,584,306	15,022,064			
December	15,899,464	16,523,087			
Totals	\$ 15,899,464	\$ 16,523,087			



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT MARCH 2018

FIRE INCIDENT RESPONSE INFORMATION

Summary of Fire Incident Alarms

City of Kent	
Kent State University	
Franklin Township	
Sugar Bush Knolls	
Mutual Aid Given	
Total Fire Incident Alarms	

CURRENT PERIOD			YEAR TO DATE		
2018	2017	2016	2018	2017	2016
32	41	50	113	119	146
10	10	6	43	23	21
15	25	11	37	52	31
0	0	0	2	0	0
3	2	2	7	5	7
60	78	69	202	199	205

Summary of Mutual Aid Received by Location

City of Kent	
Kent State University	
Franklin Township	
Sugar Bush Knolls	
Total Mutual Aid	

0	1	0	2	3	1
0	0	0	1	0	0
0	0	0	1	0	1
0	0	0	0	0	0
0	1	0	4	3	2

EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

Summary of Emergency Medical Service Responses

City of Kent	
Kent State University	
Franklin Township	
Sugar Bush Knolls	
Mutual Aid Given	
Total Emergency Medical Service Responses	

CURRENT PERIOD			YEAR TO DATE		
2018	2017	2016	2018	2017	2016
224	204	174	612	624	523
33	22	45	86	71	101
44	66	32	137	141	100
1	0	3	3	1	3
3	2	0	10	9	7
305	294	254	848	846	734

Summary of Mutual Aid Received by Location

City of Kent	
Kent State University	
Franklin Township	
Sugar Bush Knolls	
Total Mutual Aid	

1	2	2	5	3	4
0	0	1	0	0	1
1	0	1	1	1	4
0	0	0	0	0	0
2	2	4	6	4	9

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

365	372	323	1050	1045	939
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TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

367	375	327	1060	1052	950
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**KENT HEALTH DEPARTMENT
STATISTICAL REPORT 2018**

3. A.

	March 2018	YTD 2018	March 2017	YTD 2017
HEALTH DEPT. \$ COLLECTED				
FamAbuse fund	\$ 1,279.50	\$ 3,616.51	\$ 1,392.00	\$ 3,942.01
Vital Stats Rev.	\$ 7,250.50	\$ 20,573.50	\$ 7,888.00	\$ 22,321.00
Child Abuse	\$ 2,559.00	\$ 7,232.99	\$ 2,784.00	\$ 7,877.99
State VS	\$ 7,677.00	\$ 21,699.00	\$ 8,352.00	\$ 23,634.00
B Perm Rev	\$ 28.50	\$ 94.00	\$ 36.00	\$ 97.50
B Perm State	\$ 142.50	\$ 470.00	\$ 180.00	\$ 487.50
Food Estab.	\$ 22,798.00	\$ 39,604.00	\$ 19,214.00	\$ 37,396.00
Food Service	\$ 16,530.00	\$ 78,498.00	\$ 4,238.50	\$ 62,477.50
SolWst Tickets	\$ 60.00	\$ 130.00	\$ 160.00	\$ 200.00
Housing	\$ 7,252.50	\$ 18,372.50	\$ 6,135.00	\$ 16,856.25
Swim Pools	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SolWst(Trks)	\$ 50.00	\$ 50.00	\$ 0.00	\$ 0.00
Tattoo Parlors	\$ 0.00	\$ 1,000.00	\$ 0.00	\$ 775.00
*Misc	\$ 0.00	\$ 0.00	\$ 0.00	\$ 125.00
FDA Grant Funds	\$ 19,750.00	\$ 19,750.00	\$ 0.00	\$ 4.22
MAC Claiming	\$ 4,503.47	\$ 4,503.47	\$ 0.00	\$ 6,427.72
Tobacco Grant	\$ 0.00	\$ 6,666.00	\$ 0.00	\$ 4,800.00
**ST Subsidy	\$ 0.00	\$ 0.00	\$ 0.00	\$ 26,176.00
TOTAL COLLECTED	\$ 89,880.97	\$ 222,259.97	\$ 50,379.50	\$ 213,597.69
TO STATE				
FamAbuse fund	\$ 1,241.12	\$ 3,513.84	\$ 1,350.24	\$ 3,820.82
Food Estabs	\$ 168.00	\$ 1,176.00	\$ 196.00	\$ 1,288.00
Bur.Permits	\$ 142.50	\$ 470.00	\$ 180.00	\$ 487.50
Child Abuse	\$ 2,482.23	\$ 7,027.66	\$ 2,700.48	\$ 7,641.65
State VS QTRLY	\$ 7,677.00	\$ 21,735.00	\$ 8,352.00	\$ 23,634.00
Food Service	\$ 798.00	\$ 3,918.00	\$ 924.00	\$ 3,834.00
Food Vendors	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Swim Pools	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Wells	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 12,508.85	\$ 37,840.50	\$ 13,702.72	\$ 40,705.97
TOTAL ASSETS	\$ 77,372.12	\$ 184,419.47	\$ 36,676.78	\$ 172,891.72
+Admin fee to Vital Stats	\$ 115.15	\$ 325.46	\$ 125.30	\$ 354.65
-3% FamAbuse	\$ 38.38	\$ 108.48	\$ 41.78	\$ 118.31
-3% ChildAbuse	\$ 76.77	\$ 216.98	\$ 83.52	\$ 236.34

STATISTICAL REPORT Cont.

March 2018

YTD 2018

March 2017

YTD 2017

PERMIT/lic.

Food Estabs	6	36	8	40
Food Service (1 Temp)	27	113	32	110
FS Vending	7	12	0	23
Home Sewage	0	0	0	0
Housing	23	69	20	66
Solid Waste	1	1	0	0
Swim Pools	0	0	0	0
Septic Haul.	0	0	0	0
Tattoo Parlors	0	3	0	2
Other	0	0	0	0
TOTAL	64	234	60	241

MOSQ.CONT.

Sites Treat.	0.0	0.0	0.0	0.0
Adulticide	0.0	0.0	0.0	0.0
* Tot Man Hrs	45.5	67.3	0.0	0.0
* Total man hours include sites treated and adulticiding hours.				

COMPLAINTS

Received	10	27	15	31
Abated	5	19	11	19

LEGAL COMPL.

Filed	0	0	0	0
Pre-trials	0	0	0	0
Trials	0	0	0	0

COMM.DISEASE

	46	46	0	0
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IMMUNIZATIONS

	10	28	0	24
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Clinic Cancelled

BIRTH Copies issued

	422	1045	418	1080
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DEATH Copies issued

	431	1366	510	1546
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