



LAW DEPARTMENT MEMORANDUM KENT, OHIO

To: Dave Ruller, City Manager
From: Hope L. Jones, Law Director
Date: October 31, 2018
Re: Solid Waste Recycling Fee Rates

Mr. Ruller,

I request that legislation for the amendment of the Kent Codified Ordinances Section 935.13, title "Solid Waste Recycling Fee Rates" be placed on the November 7, 2018 agenda for discussion by Council Committee. Council had requested a discussion on the amendment of this section of the Code. Thanks.

Hope

935.13 SOLID WASTE RECYCLING FEE RATES.

There shall be a fee, billed to each residential billing unit in the city of Kent, weekly or monthly basis for the following:

- (a) Annual spring cleanup, yard waste, branches, leaf pickup, mulch supply.....\$2.88 monthly
- (b) Recycling collection
 - (1) For single and smaller unit residential Properties using a 65 or 95 gallon Container.....\$2.28 monthly
 - (2) For multi-family residential complexes using larger Containers:
 - A. 2 yard containers will be billed at \$10.00 per Collection;
 - B. 4 yard containers will be billed at \$12.00 per Collection; and
 - C. 8 yard containers will be billed at \$15.00 per Collection.
 - D. Senior citizens discount does not apply to these larger containers.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: October 29, 2018
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BS*
RE: Main Street Kent Agreement Renewal

The current agreement between Main Street Kent and the City is scheduled to expire on December 31, 2018 so representatives from the Main Street Kent Executive Committee and the City administration met to discuss proposed funding levels and terms for the next agreement.

Over the last three years, Main Street Kent has expanded its offerings at established events and added several new event concepts that have garnered significant interest from people who reside outside of the City. These efforts have resulted in a significant number of visitors traveling to Kent, which in turn, has generated a marked increase in sales and profits for many of the downtown businesses.

Based on these successes and the expectation that such results will continue in the foreseeable future, staff is recommending Council consider continuing its partnership with Main Street Kent by authorizing a new agreement for \$70,000.00 in annual support for a two-year period, with an option for a one year extension.

I am respectfully requesting time at the November 7, 2018 Committee session to discuss the attached proposed agreement in greater detail and to request Council's authorization, with emergency, for the City to enter into the grant agreement with Main Street Kent.

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

Thank you.

Cc: David Coffee, Budget & Finance Director
Hope Jones, Law Director
Tara Grimm, Clerk of Council
Tom Wilke, Economic Development Director



AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2018 by and between the City of Kent, Ohio, hereinafter referred to as "CITY" and Main Street Kent, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTEE desires to receive funding from the CITY and agrees to abide by the Grant Requirements attached hereto as "EXHIBIT A;" and

WHEREAS, GRANTEE will sponsor various activities within the City of Kent; and

WHEREAS, GRANTEE and the CITY have agreed to a two (2) year commitment from the CITY with the CITY having the option to renew the agreement for a third year; and

WHEREAS, the Kent City Council has contributed to Grant Programs to support the economic revitalization of the local economy; and

WHEREAS, the Kent City Council approved a grant of Seventy Thousand Dollars and no cents (\$70,000.00) to the GRANTEE for calendar years 2019 and 2020, with a CITY option to renew the agreement at Seventy Thousand Dollars and no cents (\$70,000.00) for calendar year 2021.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. GRANTEE agrees to abide by the terms and conditions of the Grant Requirements as delineated in "EXHIBIT A."
2. CITY agrees to grant GRANTEE Seventy Thousand Dollars and no cents (\$70,000.00) for eligible expenses related to the Downtown Program in accordance with GRANTEE's Program Description and Program Budget. The CITY will donate the Seventy Thousand Dollars and no cents (\$70,000.00) to exercise its option to renew the agreement for calendar year 2021.
3. In return for this consideration, the GRANTEE agrees to provide City Council with four (4) quarterly reports throughout the year indicating the activities undertaken, estimates of the economic impact generated through its efforts, and a financial statement for the GRANTEE for year to date. Reports shall be submitted as follows:
 - a. January 1st - March 31st: Due April 30st
 - b. April 1st - June 30th: Due July 31st
 - c. July 1st- September 30th: Due October 31st
 - d. October 1st – December 31st: Due January 31st

4. This Agreement shall be binding upon the parties, their successors and assigns.

WITNESS:

CITY OF KENT, OHIO

David Ruller, City Manager, City of Kent

Approved as to Form:

Hope Jones, Law Director, City of Kent

WITNESS:

MAIN STREET KENT

Regan Gettans, President
Main Street Kent Board of Directors

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

It is hereby certified that the amount of \$70,000.00 required to meet the contract, agreement, obligation, payment or expenditure for the above has been lawfully appropriated or authorized or directed for such purposes and is in the City Treasury or in the process of collection to the credit of the General Fund, free from any obligation or certificates now outstanding.

Date

David Coffee,
Director of Budget & Finance, City of Kent

“EXHIBIT A”

GRANT REQUIREMENTS

GOAL:

To provide opportunities to promote economic development and revitalization of the Kent central business district; to celebrate the quality of life enjoyed by the residents of the City of Kent; and share with those outside of the community the attributes that make Kent a unique and exciting place to work, go to school, and to live.

OBJECTIVES:

1. Attract City of Kent residents, and visitors from other communities, to downtown events.
2. Promote the City’s attributes to those outside of the community.
3. Create additional commercial opportunities for downtown retail operations.
4. Help to enhance a positive business climate for additional investment by businesses in the Kent downtown area.

PROGRAM AND ADMINISTRATIVE REQUIREMENTS:

1. The project should be oriented toward attracting people to downtown Kent.
2. Funding is intended to support verifiable program expenses and reasonable administrative costs.
3. The GRANTEE shall submit reports to the City of Kent, four (4) times a year, summarizing and documenting the results of the pursuit of the stated goal and objectives as stated in Section 3.
4. GRANTEE shall maintain the necessary records to adequately document the financial activity and transactions of the organization, including but not limited to, revenues received, itemized expenditures and outlays, procurement activities, and unobligated fund balances for the GRANTEE’s fiscal year. The CITY reserves the right to access and review these records for monitoring purposes in order to ensure the GRANTEE is performing in accordance with generally accepted financial and accounting principals and the program’s stated goal and objectives.
5. The GRANTEE shall submit a copy of its most recent Annual Audit within six (6) months of the end of the GRANTEE’s most recent fiscal year and include copies of any management letter or other communication from the entity performing the audit which describes deficiencies and/or prescribed corrective actions. The GRANTEE shall also provide the CITY with written evidence showing what actions it has or is undertaking to address any such deficiencies.
6. The GRANTEE shall be current at all times in paying City Income Tax due the City of Kent, Ohio and in withholding the proper amount of income tax due the CITY from its employees.



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

To: Dave Ruller, City Manager

From: David A. Coffee, Director of Budget and Finance

Date: October 30, 2018

Re: FY2018 Appropriation Amendments, Transfers, and Advances

The following appropriation amendments for the November Council Committee Agenda are hereby requested:

Fund 001 – General

Increase \$ 16,000 Economic Development / Other (O&M) – Appropriation of additional funds to support Income Tax Share obligation to Kent City Schools for 345 Flats Construction Project under CRA Income Tax Share Agreement per B. Susel 10/12/2018 memo.

Fund 126 – Community Development Block Grant (CDBG)

Increase \$ 7,500 Community Development- CDBG / Other (O&M) – Addt'l funding for Locke Apartment Property Project from prior year unprogrammed funds per B. Susel 10/22/18 memo.

Fund 208 – Storm Water

Decrease \$ 75,000 Service / Capital Facilities / Capital - Reduce funding for Storm Water Rate Analysis Project to correct over-appropriation in current budget.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: October 22, 2018

TO: David Coffee, Budget & Finance Director

FROM: Bridget Susel, Community Development Director *BS*

RE: Appropriations Request: CDBG Social Service Contracts Funding

The City of Kent Community Development Department has prior year unprogrammed CDBG funding that was not appropriated as part of the City's 2018 budget.

Family & Community Services received 2018 CDBG funding from the City for a capital needs project at its Locke Apartment property, but the actual bid responses are higher than expected so the Community Development Department staff is allocating a portion of the available unprogrammed funds to assist with the higher project cost.

I am respectfully requesting the re-appropriation of \$7,500 in Community Development CDBG funding, to assist with a portion of the needed costs. The funding should be re-appropriated to the CDBG public service contracts line (line 57).

Please let me know if you need any additional information in order to process this request.

Thank you.

Cc: Dan Morganti, Grants & Neighborhood Programs Coordinator



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: October 12, 2018

TO: David Coffee, Budget & Finance Director

FROM: Bridget Susel, Community Development Director *BS*

RE: Appropriations Request: Income Tax Share: Kent City Schools

The Ohio Revised Code (ORC) requires municipalities with active CRA projects that generate annual payroll exceeding \$1 million to pay the affected school district 50% of the income taxes received by the municipality in an amount not to exceed the real property taxes the school district would have received, if but for the exemption.

The Kent Summit LLC (dba 345 Flats) project generated construction payroll in excess of \$1 million, as reported for 2017, so an income tax share payment needs to be remitted to Kent City Schools (KCS). Attached is a letter sent to the KCS Treasurer that details the income tax share amount calculation.

I am respectfully requesting the appropriation of \$16,000.00 to the Economic Development "Misc. Contractual Service" line to allow the funds to be accounted for in the City's budget.

Please let me know if you need any additional information. Thank you in advance for your assistance.

Cc: 2018 Kent Summit LLC (345 Flats) Income Tax Share Calculation



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

October 10, 2018

Ms. Deborah Krutz
Treasurer
Board of Education
321 N. Depeyster Street
Kent, Ohio 44240

Dear Ms. Krutz:

In compliance with the Ohio Revised Code (ORC) requirements enacted as part of the post-1994 CRA amendment process, municipal governments are required to submit annual payments to the affected school district in years in which the annual payroll generated from a company with an active CRA agreement exceeds \$1 million. The annual payment amount due is calculated at 50% of the income taxes received by the municipality, but is not to exceed the amount of taxes the school district would have received, if but for the exemption (lost property tax amount). Kent Summit LLC (dba 345 Flats) had a reported construction payroll for 2017 that exceeded \$1 million so the income tax share requirement is applicable.

The calculation for the amount of the income tax share payment due the Kent City Schools is based on the following:

- \$1,422,277.77 Total 2017 construction payroll for which income tax was received/collected by RITA
- \$ 32,001.25 Total 2017 income tax received by the City of Kent, after collection procedures undertaken by RITA in 2018
- \$ 16,000.63 50% of the income tax received by the City of Kent due Kent City Schools

A request for the appropriation of \$16,000.63 will be presented to Kent City Council in November with anticipated legislative authorization on November 14, 2018. Once finalized, I will have a purchase order drafted and the payment will be issued to Kent City Schools no later than December 15, 2018. The payroll in excess of \$1 million for this project is solely related to construction activity in 2017 and the project is not expected to exceed the \$1 million payroll threshold again at any point in the future.

Please call me at 330-678-8108 if you have any questions regarding the 2017 income tax share payment amount for the construction payroll documented for the Kent Summit LLC (dba 345 Flats) project.

Sincerely,

Bridget O. Susel
Community Development Director

Cc: Mr. George Joseph, Superintendent, Kent City Schools via e-mail
Dave Ruller, City Manager via e-mail
David Coffee, Budget & Finance Director
2018 Kent Summit LLC (345 Flats) Income Tax Share Calculation file



LAW DEPARTMENT MEMORANDUM KENT, OHIO

To: Dave Ruller, City Manager
From: Hope L. Jones, Law Director
Date: October 31, 2018
Re: Enact Leaves/Grass Prohibitions

Mr. Ruller,

I request that legislation for the enactment of Section 521.18, title "Sweeping Leaves and Grass into Gutter Prohibited" be placed on the November 7, 2018 agenda for discussion by Council Committee. Council had requested a discussion on the enactment of such a provision. Thanks.

Hope

EXHIBIT "A"

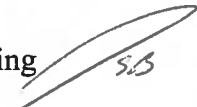
521.18 SWEEPING LEAVES AND GRASS INTO GUTTERS PROHIBITED.

No person shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of leaves or grass clippings from any building or lot or from the public sidewalks. Said actions are hereby declared to be a public nuisance and civil offense.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Tara Grimm

FROM: Jim Bowling 

DATE: October 17, 2018

RE: Trail Crossing Lighting Agreement

The Service Department is requesting City Council's consideration and approval of the attached Trail Crossing Lighting Agreement with Kent State University (KSU). The agreement will permit KSU and the City to jointly install roadway lights (not traffic signals) at the Trail/Esplanade crossings of Willow and Lincoln Streets. Both entities have noticed the increase in pedestrian/bike traffic along the Trail/Esplanade to and from Downtown and Campus. This increase in usage at all hours of the day has caused us (City and KSU) to investigate the most cost effective and appropriate method to light the intersections. We determined that adding lighting to the existing electrical circuits owned by KSU would be the most cost effective method to improve visibility at the roadway crossings. Therefore, the agreement includes KSU managing the installation of the lights and the City reimbursing KSU for 50% of the out of pocket expenses.

The funding for this agreement is included in the proposed capital plan for 2019.

C: Melanie Baker
Hope Jones
Jon Giaquinto

Trail Crossing Lighting Agreement
POR-KSU Gateway Bike Trail (PID 88517)

KENT STATE UNIVERSITY
AND
THE CITY OF KENT

**ALL PARTIES BEING IN THE COUNTY OF PORTAGE,
STATE OF OHIO**

This Agreement, dated _____ 2018, is an agreement made and entered into between Kent State University (“KSU”) and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the “City”).

WITNESSETH:

WHEREAS, KSU and the City worked collaboratively to connect KSU and downtown Kent through the construction of the POR-KSU Gateway Bike Trail (PID 88517), hereinafter referred to as the *Gateway Bike Trail*; and

WHEREAS, KSU and the City executed the Construction, Maintenance and License Agreement POR-KSU Gateway Bike Trail (PID 88517) on November 17, 2011 (Attachment “A”) to formalize the collaboration on the *Gateway Bike Trail*; and

WHEREAS, the *Gateway Bike Trail* crosses Lincoln Street and Willow Streets; and

WHEREAS, KSU is responsible for the safety, maintenance and use of the Gateway Bike Trail; and

WHEREAS, the City is responsible for the safety, maintenance and use of the Lincoln and Willow Streets; and

WHEREAS, both KSU and the City desire to improve the safety and usability of the *Gateway Bike Trail* crossings at Lincoln Street and Willow Streets by installing street lights (“Project”); and

WHEREAS, KSU and the City have determined that the most cost effective method to install street lights at the *Gateway Bike Trail* crossings would be to expand KSU’s existing lighting circuits for a budgeted cost of one hundred thousand dollars (\$100,000);

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

KSU Responsibilities:

- Manage the design and construction of the project, including holding all contracts with outside entities required to complete the Project. The design will include KSU's light poles, including brackets for banners, while lighting the crossings to applicable standards.
- Submit plans to the City for review and to obtain a Right of Way Permit for the Project.
- Invoice the City fifty percent (50%) of out of pocket expenses required to complete the project.
- Maintain the project after completion in accordance with the terms of the existing agreement included in Attachment "A".

City Responsibilities:

- Waive all City permit and review fees associated with the Project.
- Reimburse KSU fifty percent (50%) of all out of pocket expenses for the completion of the Project not to exceed \$50,000.

City and KSU Responsibilities:

- KSU and the City shall review and approve plans and specifications associated with the construction of the Project.

Schedule:

The City and KSU will diligently pursue the completion of the Project. Construction shall be completed by June 30, 2019 unless otherwise modified by both parties.

Term, Termination and Abandonment:

The Term, Termination and Abandonment of the facilities constructed under the Project shall be included as part of the existing agreement included in Attachment "A".

Severability:

In the event any one or more of the provisions contained in the Agreement 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.

Non-Assignment:

The rights, duties and responsibilities of parties under this agreement shall not be assignable by either party without written consent of the other party.

Non-Waiver of Breach:

The waiver of a breach of any one or more of the terms, provisions and conditions set forth and included in this Agreement shall not constitute, nor be construed to represent or constitute, the waiver in whole or in part of any subsequent breach of any term, provision or condition contained in this Agreement.

Integrated Agreement:

This Agreement, including attachments, represents the entire, complete and exclusive understanding and agreement of the parties hereto and reduces to writing all oral negotiations and agreements of the parties and shall not be changed, varied or otherwise amended except in writing, signed by each of the parties hereto.

Notices:

Unless and until otherwise advised in writing in accordance herewith, all notices required to be given under this Agreement shall be in writing sent by certified mail, postage prepaid, as follows:

To City: City of Kent
 301 South Depeyster Street
 Kent, Ohio 44240
 Attn: City Manager

To KSU: Vice President for Administration
 Kent State University
 P.O. Box 5190
 Kent, Ohio 44242

Article Headings:

The article headings contained herein are inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit or describe the scope or intent of this Agreement, nor in any way to affect the interpretation of any provision of this agreement.

Governing Law:

This Agreement is being executed in the state of Ohio and the laws of Ohio shall govern its validity, effect and performance.

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

KENT STATE UNIVERSITY

Approved and Accepted by:

Mark Polatajko,
Senior Vice President
for Finance and Administration

Witness: _____

Witness: _____

Date: _____

CITY OF KENT

Approved and Accepted by:

Dave Ruller
City of Kent, City Manager

Witness: _____

Witness: _____

Date: _____

Approved as to Form:

Hope Jones
City of Kent, Law Director

Date: _____

Certificate of Director of Budget and Finance

It is hereby certified that the amount FIFTY THOUSAND Dollars (\$50,000) 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.

Dave Coffee,
Director of Budget and Finance

Date

Attachment A
Construction, Maintenance and License Agreement
POR-KSU Gateway Bike Trail (PID 88517)

Construction Maintenance and License Agreement
POR-KSU Gateway Bike Trail (PID 88517)

THIS CONSTRUCTION, MAINTENANCE AND LICENSE AGREEMENT made this 17 day of NOVEMBER, 2011, by and between the CITY OF KENT (hereinafter referred to as "CITY") and KENT STATE UNIVERSITY (hereinafter referred to as "KSU") recites that:

WHEREAS, the CITY and KSU agreed to cooperate in the design, construction and funding of the Esplanade Extension, SR 59 crossing and Erie Street upgrade on March 5, 2010. This Memorandum of Understanding is included as Exhibit A; and

WHEREAS, the CITY and KSU amended the Memorandum of Understanding dated March 5, 2010 on June 17, 2010 to incorporate a \$700,000 grant received by the City for the construction of the Esplanade Extension. This amendment to the Memorandum of Understanding is included as Exhibit B; and

WHEREAS, the construction of the Esplanade Extension shall now be known as POR-KSU Gateway Bike Trail - PID 88517 (hereafter referred to as ("POR-KSU")) to coincide with the funding obtained; and

WHEREAS, a portion of the POR-KSU will traverse the property of KSU for the enjoyment and use by the general public including KSU (hereinafter referred to as "USERS"); and

WHEREAS, the CITY and KSU desire to delineate the duties, rights, and responsibilities of each party to the other regarding POR-KSU;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

CONSTRUCTION

KSU hereby grants to the City a license for the construction, maintenance and use of The POR-KSU across a portion of the KSU campus. The City shall construct The POR-KSU in accordance with plans and specifications that have been approved by KSU and the City. KSU shall maintain The POR-KSU in accordance with terms defined later in this agreement.

The POR-KSU shall be designed to meet minimum AASHTO standards for bike and hike trails and be approved by The Ohio Department of Transportation. The project shall be constructed in accordance with the policies of the Local Public Administered projects required by the Ohio Department of Transportation. Additional amenities for the POR-KSU such as observation points, bridges, boardwalks, lighting, water fountains, art, trash bins, signage, etc. shall also conform to current KSU standards. These amenities shall receive KSU approval prior to installation regarding its proposed type, size and location.

KSU shall be responsible for the cost of all utilities connected for use along The POR-KSU.

The City shall administer the contracts for the design and construction of the POR-KSU. KSU shall reimburse the City all local share costs for the project. The project construction budget of \$3,282,000, previously approved by the KSU Board of Trustees on 6-2-11, shall not be exceeded without the written approval of KSU. The project construction budget includes all costs to complete the construction of the project, including but not limited to; construction engineering, inspection services, testing services, utility fees, legal fees, construction & contingencies. KSU shall assist the City's Engineer to complete the construction of the project within the approved budget.

LOCATION

The POR-KSU shall commence at or near the intersection of Erie Street and S.R. 59 and continue easterly to its terminus at the existing Esplanade at Lincoln Street generally following the route delineated in Exhibit C.

KSU reserves the right to relocate the POR-KSU on its property and or its related amenities at any time during the term of this agreement. KSU shall be responsible for the cost of any such relocation, shall maintain the POR-KSU connectivity to The Portage Bike and Hike Trail system and shall meet minimum AASHTO standards for bike and hike trails effective the date of this agreement. Conversely, the City may not alter The POR-KSU on KSU property without receiving the written approval of KSU.

MAINTENANCE

The POR-KSU, including all improvements and amenities, shall be the sole maintenance and repair responsibility of KSU. The City shall have the right to make any and all emergency repairs necessary at roadways to protect the safety and welfare of the traveling public. The City shall notify KSU of the emergency repairs and KSU shall diligently pursue to make all permanent repairs to the facility upon receipt of notification from the City.

The City & KSU shall perform non-emergency repairs to its utilities in such a manner as to minimize disturbance to the functioning of the POR-KSU. The POR-KSU shall be restored to the quality of the existing facility with similar materials whenever the City and or KSU disturb the facility in the course of repairing and/or maintaining its utilities or facilities.

Maintenance shall be in accordance with the standards generally applied to public facilities of this nature, including repair and/or replacement as a result of weather, animals, individuals or any other cause. The maintenance responsibility shall remain in full force for the duration of the terms of this agreement.

SAFETY/LIABILITY

The safe and secure enjoyment of The POR-KSU by users while on the property of KSU shall be the sole responsibility of KSU. KSU hereby indemnifies and saves harmless the City from and against any liability actions, claims and causes of action, whether in law or in equity, for injury or death to persons or damage to property related to the use of The POR-KSU.

KSU shall maintain general liability insurance coverage to such extent and in such amounts, as it deems appropriate, but in no event less than the amount of coverage that the City carries for general liability coverage. KSU shall cause the city to be named as additional insured, whether in law or in equity. Further the City shall name KSU as an additional insured on any liability coverage in place for the operation and use of The POR-KSU.

TERM, TERMINATION AND ABANDONMENT

It is the desire of the parties that this agreement shall remain in full force in perpetuity, but in no event shall the initial term of this agreement expire before January 1, 2062. After such initial term, should the City wish to abandon the other portions of the Portage, or should KSU abandon The Portage-KSU, and/or terminate this agreement, the moving party shall give the other party no less than 365 days prior notice.

SEVERABILITY

In the event anyone or more of the provisions contained in the Agreement 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.

NON-ASSIGNMENT

The rights, duties and responsibilities of parties under this agreement shall not be assignable by either party without written consent of the other party.

NON-WAIVER OF BREACH

The waiver of a breach of any one or more of the terms, provisions and conditions set forth and included in this Agreement shall not constitute, nor be construed to represent or constitute, the waiver in whole or in part of any subsequent breach of any term, provision or condition contained in this Agreement.

INTEGRATED AGREEMENT

This Agreement, including exhibits, represents the entire, complete and exclusive understanding and agreement of the parties hereto and reduces to writing all oral negotiations and agreements of the parties and shall not be changed, varied or otherwise amended except in writing, signed by each of the parties hereto.

NOTICES

Unless and until otherwise advised in writing in accordance herewith, all notices required to be given under this Agreement shall be in writing sent by certified mail, postage prepaid, as follows:

To City: City of Kent
 215 East Summit street
 Kent, Ohio 44240

To KSU: Vice President for Administration
 Kent State University
 P.O. Box 5190
 Kent, Ohio 44242

ARTICLE HEADINGS

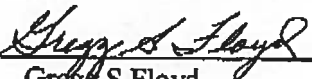
The article headings contained herein are inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit or describe the scope or intent of this Agreement, nor in any way to affect the interpretation of any provision of this agreement.

GOVERNING LAW

This Agreement is being executed in the state of Ohio and the laws of Ohio shall govern its validity, effect and performance.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands on the day and year first written above.


KENT STATE UNIVERSITY

By 
Gregg S Floyd
Vice President for Finance &
Administration


CITY OF KENT

By 
David Ruller
City Manager

APPROVED AS TO FORM:

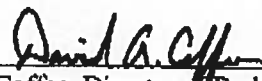

UNIVERSITY
COUNSEL
Legal Council for Kent State University

APPROVED AS TO FORM:


Jim Silver
Law Director

Certificate of Director of Budget and Finance

It is hereby certified that the amount SEVEN HUNDRED THOUSAND Dollars (\$700,000) 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.


Dave Coffee, Director of Budget and Finance

11-17-2011
Date

Exhibit A
Esplanade – Erie Street Memorandum of Understanding

ESPLANADE - ERIE STREET

MEMORANDUM OF UNDERSTANDING

**KENT STATE UNIVERSITY
AND
THE CITY OF KENT**

**ALL PARTIES BEING IN THE COUNTY OF PORTAGE,
STATE OF OHIO**

This Memorandum of Understanding, dated March 5, 2010, is an agreement made and entered into between Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City").

WITNESSETH:

WHEREAS, KSU and the City desire better connectivity for pedestrians between KSU and downtown Kent; and

WHEREAS, The City and KSU agree that an extension of the pedestrian facility on campus called the "Esplanade" to downtown Kent would provide the better connectivity desired; and

WHEREAS, The construction of the Esplanade Extension requires approval of a break in the Limited Access along SR 59 from the Ohio Department of Transportation; and

WHEREAS, The construction of the Esplanade Extension will require an upgrade and extension of the Esplanade from Lincoln Street to SR 59 and road and pedestrian improvements on Erie Street from SR 59 to Water Street; and

WHEREAS, The KSU Board of Trustees approved revisions to the KSU Campus Master Plan and the City presented to the public on July 9 and 14, 2009 and City Council a downtown redevelopment plan that depicts the extension of the Esplanade from KSU to downtown Kent along Erie Street in downtown Kent; and

WHEREAS, The above Esplanade Extension, SR 59 crossing and Erie Street upgrade represent a significant investment.

THEREFORE, The City and KSU agree to cooperate in the design, construction and funding of the Esplanade Extension, SR 59 crossing and Erie Street upgrade. Each party agrees to the following to create the connectivity described above:

City:

- Improve East Erie Street from SR 59 to Water Street, including street condition, streetscape with increased pedestrian and bicycle facilities and other amenities consistent with other downtown streets.
- Continue to diligently pursue limited access breaks on SR 59 from the Ohio Department of Transportation for the Esplanade-Erie Street connection at SR 59.
- Permit construction of the Esplanade Extension in the existing Erie Street Right-of-Way from SR 59 to Willow Street with consideration of the existing utilities and upon approval of the final plans.
- Perform non-emergency repairs to the existing utilities within the existing Erie Street Right-of-Way in such a manner as to minimize disturbance to the functioning of the Esplanade.
- Repair the Esplanade Extension to the quality of the existing facility with similar materials when the City disturbs the facility in the course of repairing and/or maintaining its utilities.

KSU:

- Extend the Esplanade in accordance with the Board of Trustee approved revisions to the KSU Campus Master Plan, including design, land acquisition and construction.
- Assist the City in pursuing the limited access breaks on SR 59 from the Ohio Department of Transportation for the Esplanade-Erie Street connection at SR 59.
- Maintain the Esplanade Extension from Lincoln Street to SR 59, including routine maintenance such as sweeping, plowing and landscaping, repairs to the surface, lighting system and other amenities and eventually replacement at the end of the facility's useful life.

City and KSU:

- Collaborate to expand and extend the proposed community sculpture walk along the esplanade.
- Collaboratively pursue Federal, State or other funding for the Esplanade Extension from SR 59 to Lincoln Street.
- Collaborate to provide a safe, vibrant pathway between the City and the University including individual and jointly sponsored regularly scheduled events.

Schedule:

The City and KSU will diligently pursue the completion of the Esplanade Extension and Erie Street Upgrade. Construction shall be completed for both facilities by December 1, 2012 unless otherwise modified by both parties.

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

CITY OF KENT

Approved and Accepted by:



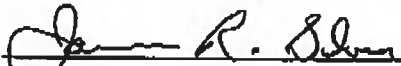
Dave Kuller
City of Kent, City Manager

Date: 2/22/10

Witness: Luigianna Robinson

Witness: Elizabeth Zorc

Approved as to Form:



Jim Silver
City of Kent, Law Director

Date: 2-23-10

KENT STATE UNIVERSITY

Approved and Accepted by:



Gregg S. Floyd,
Vice President
for Finance and Administration

Date: 3/15/10

Witness: Shelly Ingraham

Witness: Pat DeWine

REVIEWED BY

FEB 25 2010

**UNIVERSITY
COUNSEL**

Exhibit B
Esplanade – Erie Street Memorandum of Understanding Amendment #1

**ESPLANADE - ERIE STREET
MEMORANDUM OF UNDERSTANDING**

Amendment #1

**KENT STATE UNIVERSITY
AND
THE CITY OF KENT**

**ALL PARTIES BEING IN THE COUNTY OF PORTAGE,
STATE OF OHIO**

This Amendment, dated June 17, 2010, is by and between Kent State University ("KSU") and the City of Kent, ("City"), duly formed under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, The City and KSU agreed on March 5, 2010 to complete the design, construction and funding of the Esplanade Extension, SR 59 crossing and Erie Street upgrade, herein after referred to as the "project".

WHEREAS, The City obtained a \$700,000 grant for the Esplanade Extension which requires the City manage the design and construction of the project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties that the City and KSU agree to collaborate on the design and construction of the Esplanade Extension ("Project"). Each Party shall be responsible for the following tasks to complete the "Project":

City:

- Manage the Local Public Agency (LPA) Agreement with O.D.O.T.
- A City of Kent Engineer will be in responsible charge of the Project.
- Administer the contract involving the Design and Construction of the Project.

KSU:

- Reimburse the City all local share costs for design and construction.
- Assist the City's Engineer in responsible charge to complete the design and construction of the project within the approved frame.
- KSU will pay for all design expenses up to \$300,000

City and KSU:

- KSU and the City shall review and approve design plans and specifications.
- KSU and City shall both approve all Project invoices and expenses prior to payment.


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

CITY OF KENT

Approved and Accepted by:



Dave Ruller
City of Kent, City Manager

Witness: 

Witness: 

Date: 6-8-10

Approved as to Form:

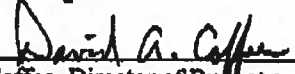


Jim Silver
City of Kent, Law Director

Date: 6-9-10

Certificate of City of Kent Director of Budget and Finance

It is hereby certified that the amount THREE HUNDRED THOUSAND Dollars (\$300,000) 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 ~~General Fund~~ ^{CAPITAL BUDGET #301} free from any obligation or certificates now outstanding.



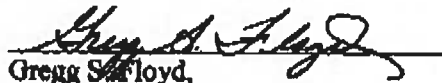
Dave Coffee, Director of Budget and Finance

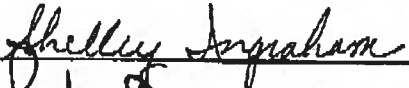
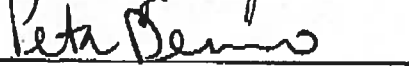
6-17-10

Date

KENT STATE UNIVERSITY

Approved and Accepted by:


Gregg S. Floyd,
Vice President
for Finance and Administration

Witness: 
Witness: 

Date: 6/2/10



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT SEPTEMBER 2018

FIRE INCIDENT RESPONSE INFORMATION

Summary of Fire Incident Alarms

	CURRENT PERIOD			YEAR TO DATE		
	2018	2017	2016	2018	2017	2016
City of Kent	77	65	72	496	456	468
Kent State University	14	9	10	88	71	55
Franklin Township	16	12	13	129	136	120
Sugar Bush Knolls	0	1	0	3	1	2
Mutual Aid Given	1	2	1	20	22	25
Total Fire Incident Alarms	108	89	96	736	686	670

Summary of Mutual Aid Received by Location

City of Kent	2	0	2	6	7	10
Kent State University	0	0	0	1	0	1
Franklin Township	0	0	1	1	1	5
Sugar Bush Knolls	0	0	0	0	0	0
Total Mutual Aid	2	0	3	8	8	16

EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

Summary of Emergency Medical Service Responses

	CURRENT PERIOD			YEAR TO DATE		
	2018	2017	2016	2018	2017	2016
City of Kent	244	227	235	1983	1882	1749
Kent State University	54	49	55	252	207	238
Franklin Township	43	48	47	415	387	364
Sugar Bush Knolls	5	0	0	17	2	6
Mutual Aid Given	4	3	2	28	30	20
Total Emergency Medical Service Responses	350	327	339	2695	2508	2377

Summary of Mutual Aid Received by Location

City of Kent	3	1	3	20	10	12
Kent State University	1	1	0	2	3	3
Franklin Township	0	0	1	1	1	7
Sugar Bush Knolls	0	0	0	0	0	0
Total Mutual Aid	4	2	4	23	14	22

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

	458	416	435	3431	3194	3047
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TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

	464	418	442	3462	3216	3085
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**KENT POLICE DEPARTMENT
SEPTEMBER 2018**

	SEPTEMBER 2017	SEPTEMBER 2018	TOTAL 2017	TOTAL 2018
CALLS FOR SERVICE	2027	2446	20125	19021
FIRE CALLS	420	464	3219	3462
ARRESTS, TOTAL	166	212	1487	1227
JUVENILE ARRESTS	9	11	101	69
O.V.I. ARRESTS	18	11	137	106
TRAFFIC CITATIONS	204	271	2321	2219
PARKING TICKETS	1109	955	9786	9103
ACCIDENT REPORTS				
ACCIDENT REPORTS	75	58	541	494
Property Damage	37	43	304	282
Injury	16	8	66	68
Private Property	17	10	132	116
Hit-Skip	4	4	26	24
OVI Related	0	1	12	8
Pedestrians	1	0	1	4
Fatals	0	0	0	0
U.C.R. STATISTICS				
Homicide	0	0	0	0
Rape	0	0	1	0
Robbery	0	0	6	7
Assault Total	16	20	142	120
Serious	4	4	28	19
Simple	12	16	114	101
Burglary	7	9	63	55
Larceny	37	26	265	227
Auto Theft	1	3	10	10
Arson	0	0	0	3
Human Trafficking: Servitude	0	0	0	0
Human Trafficking: Sex Acts	0	0	0	0
TOTAL	61	58	487	422
CRIME CLEARANCES				
Homicide	0	0	0	0
Rape	0	0	1	0
Robbery	0	2	3	4
Assault Total	13	12	121	96
Serious	3	3	20	16
Simple	10	9	101	81
Burglary	5	3	16	12
Larceny	5	7	47	32
Auto Theft	0	0	1	0
Arson	0	0	0	2
Human Trafficking: Servitude	0	0	0	0
Human Trafficking: Sex Acts	0	0	0	0
TOTAL	23	24	189	146

**City of Kent
Income Tax Division**

**September 30, 2018
Income Tax Receipts Comparison - (Excluding 0.25% Police Facility Receipts)**

Monthly Receipts

Total receipts for the month of September, 2018	\$1,290,237
Total receipts for the month of September, 2017	\$1,175,347
Total receipts for the month of September, 2016	\$1,109,848

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 September 30, 2018	\$10,838,752	74.35%
Total receipts January 1 through September 30, 2017	\$10,974,491	74.72%
Total receipts January 1 through September 30, 2016	\$10,716,920	75.83%

Year-to-date Receipts Through September 30, 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	\$ 10,838,752	74.35%	25.65%

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 September 30, 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	\$ 1,656,767	95,430	6.11%
May	1,226,790	1,233,090	\$ 1,229,804	(3,286)	-0.27%
June	1,239,820	1,291,517	\$ 1,266,792	(24,725)	-1.91%
July	1,070,843	1,161,945	\$ 1,054,319	(107,626)	-9.26%
August	1,219,361	1,116,420	\$ 1,073,511	(42,909)	-3.84%
September	1,109,848	1,175,347	\$ 1,290,237	114,890	9.78%
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	\$ 10,838,752		

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	4,924,088	(72,085)	-1.44%
May	6,077,048	6,229,263	6,153,892	(75,371)	-1.21%
June	7,316,868	7,520,780	7,420,684	(100,096)	-1.33%
July	8,387,712	8,682,725	8,475,003	(207,721)	-2.39%
August	9,607,073	9,799,145	9,548,514	(250,630)	-2.56%
September	10,716,920	10,974,491	10,838,752	(135,740)	-1.24%
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 September 30, 2018

Monthly Receipts				Comparisons	
Month	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	\$ 475,808	1,313	0.28%
May	459,795	428,818	\$ 434,264	5,446	1.27%
June	410,589	425,646	\$ 437,151	11,505	2.70%
July	0	403,532	\$ 392,738	(10,794)	-2.67%
August	808,425	417,678	\$ 417,869	191	0.05%
September	350,859	356,602	\$ 398,667	42,065	11.80%
October	469,297	471,742			
November	447,327	445,247			
December	438,817	445,693			
Totals	\$ 5,056,433	\$ 5,144,861	\$ 3,845,755		

Year-to-Date Receipts				Comparisons	
Month	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	1,765,066	15,163	0.87%
May	2,131,119	2,178,721	2,199,330	20,610	0.95%
June	2,541,708	2,604,367	2,636,481	32,114	1.23%
July	2,541,708	3,007,898	3,029,218	21,320	0.71%
August	3,350,133	3,425,576	3,447,088	21,512	0.63%
September	3,700,992	3,782,178	3,845,755	63,576	1.68%
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 September 30, 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	\$ 207,073	\$ 11,927	6.11%
May	153,332	154,119	\$ 153,708	\$ (411)	-0.27%
June	154,960	161,421	\$ 158,331	\$ (3,090)	-1.91%
July	133,840	145,227	\$ 131,775	\$ (13,452)	-9.26%
August	152,403	139,537	\$ 134,174	\$ (5,363)	-3.84%
September	138,715	146,902	\$ 161,261	\$ 14,359	9.78%
October	153,331	151,942			
November	127,521	145,353			
December	146,114	166,764			
Totals	\$ 1,766,430	\$ 1,835,715	\$ 1,354,691		

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	615,442	\$ (9,010)	-1.44%
May	\$ 759,546	\$ 778,570	769,150	\$ (9,420)	-1.21%
June	\$ 914,506	\$ 939,992	927,481	\$ (12,511)	-1.33%
July	\$ 1,048,346	\$ 1,085,218	1,059,256	\$ (25,962)	-2.39%
August	\$ 1,200,749	\$ 1,224,755	1,193,430	\$ (31,325)	-2.56%
September	\$ 1,339,464	\$ 1,371,657	1,354,691	\$ (16,966)	-1.24%
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 September 30, 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	1,863,839	107,357	6.11%
May	\$ 1,380,122	\$ 1,387,209	1,383,512	(3,697)	-0.27%
June	\$ 1,394,780	\$ 1,452,938	1,425,124	(27,815)	-1.91%
July	\$ 1,204,684	\$ 1,307,171	1,186,094	(121,077)	-9.26%
August	\$ 1,371,764	\$ 1,255,957	1,207,685	(48,272)	-3.84%
September	\$ 1,248,563	\$ 1,322,249	1,451,499	129,250	9.78%
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	\$ 12,193,443		

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	5,539,530	(81,095)	-1.44%
May	6,836,594	7,007,833	6,923,042	(84,791)	-1.21%
June	8,231,374	8,460,772	8,348,165	(112,606)	-1.33%
July	9,436,058	9,767,943	9,534,260	(233,683)	-2.39%
August	10,807,822	11,023,900	10,741,944	(281,956)	-2.56%
September	12,056,385	12,346,149	12,193,443	(152,705)	-1.24%
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			