



LAW DEPARTMENT MEMORANDUM KENT, OHIO

To: Dave Ruller, City Manager
From: Hope L. Jones, Law Director
Date: April 23, 2019
Re: Amending Section 135.02

Mr. Ruller,

I am requesting Committee time to talk about the ordinance that allows the Law Director, in addition to her salary, to be paid the wages of the Assistant Law Director/Prosecutor if she performs the duties of Prosecutor in the Kent Municipal Court.

This section is unnecessary. Pursuant to Section 7.03(B) of the City's Charter, the Law Director's powers and duties are to represent the City in "all legal proceedings." The salary of the Law Director should compensate for such duties and the extra compensation is not needed.

135.02 ASSISTANT DIRECTORS: APPOINTMENT; DUTIES.

(a) The Law Director is hereby authorized to appoint an Assistant Law Director whose primary function, duty and responsibility shall be the prosecution of all misdemeanor cases in Portage County Municipal Court; however, this Assistant Director shall perform any other duties assigned to him or her by the Law Director. The Assistant shall serve at the pleasure of the Law Director. Nothing herein contained shall prohibit or restrict the Law Director of this City from the prosecution of any misdemeanor case in the Portage County Municipal Court should he or she determine such prosecution is necessary or advisable.

~~—(a) Should the Law Director also perform the functions, duties and responsibilities of the prosecution of all the misdemeanor cases filed under the Kent Codified Ordinances, he or she shall be entitled to all of the pay and benefits of the Law Director as established in the City's General Compensation Plan, and shall also be paid the wages of the Assistant Law Director/Prosecutor, which includes Public Employees Retirement System—~~

(b) The Law Director is hereby authorized to appoint an Assistant Law Director whose primary function, duty, and responsibility shall be to advise the Planning Commission, Board of Zoning Appeals and Board of Health. The Assistant shall attend each meeting of the Planning Commission, Board of Zoning Appeals, and upon request, the Board of Health. The Assistant shall perform such other duties assigned him or her by the Law Director which shall include but not necessarily be restricted to discussion and consultation with City officials in their official capacities and the disposition of residents' complaints on matters not relating to criminal prosecution. The Law Director may assign this Assistant Law Director to the prosecution of misdemeanor cases in Portage County Municipal Court should he or she deem it necessary or advisable to do so. The Assistant shall serve at the pleasure of the Law Director.



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

To: Dave Ruller, City Manager
From: David A. Coffee, Director of Budget and Finance
Date: April 24, 2019
Re: FY2019 Appropriation Amendments, Transfers, and Advances

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

Fund 001 – General

Increase \$ 17,000 Public Parking / Other (O&M) – Appropriation of additional funds for parking meter posts and installation for new D/T metered spaces per B. Susel 4/24/2019 memo.
Increase \$ 6,800 Economic Development / Other (O&M) – Appropriation of additional funds to support CRA Income Tax Share obligation to Kent City Schools for 315 RFK, LLC Construction Project under Ohio Revised Code per B. Susel 4/19/2019 memo.

Fund 128 – Fire & E.M.S.

Increase \$ 50,000 Fire / Capital – Reappropriate 2016 Project Funding to replace West Side Fire Station Parking Lot per Chief Tosko 4/15/19 memo.
Increase \$ 150,000 Fire / Capital – Reappropriate 2016 Project Funding to rebuild/replace West Side Fire Station Roof per Chief Tosko 4/15/19 memo.
Increase \$ 290,500 Fire / Capital – Reappropriate 2016 Project Funding for expansion/renovation of West Side Fire Station per Chief Tosko 4/15/19 memo.

Fund 201 – Water

Increase \$ 1,500 Service / (Central Maint.) / Capital - Add'l funding for Central Maintenance Rubber Tired Front End Loader in 2019 budget per J. Bowling 4/22/19 memo.
Decrease \$ 6,328 Service/Capital Facilities/Capital – Correction of Filter Rehab Project funding allocations at Water Plant per B. Johnson 4/18/2019 memo.
Increase \$ 648 Service/WTP/Capital - Correction of Filter Rehab Project funding allocations at Water Plant per B. Johnson 4/18/2019 memo.
Increase \$ 5,680 Service/WTP/Capital - Correction of Filter Rehab Project funding allocations at Water Plant per B. Johnson 4/18/2019 memo.

Fund 202 – Sewer

Increase \$ 1,500 Service / (Central Maint.) / Capital - Add'l funding for Central Maintenance Rubber Tired Front End Loader in 2019 budget per J. Bowling 4/22/19 memo.

May Council Committee Requests Continued -

Fund 204 – Utility Billing

Increase \$ 13,000 Utility Billing / Budget & Finance / Other (O&M) Addt'l funding for temp personnel to provide adequate staffing during UB position vacancy per Brian Huff 4/11/2019 memo.

Fund 208 – Storm Water

Increase \$ 1,500 Service / (Central Maint.) / Capital - Addt'l funding for Central Maintenance Rubber Tired Front End Loader in 2019 budget per J. Bowling 4/22/19 memo.

Increase \$ 100,000 Service/Capital Facilities/Capital – Reappropriate funding for Valleyview/Morris Storm & Water Improvements per J. Bowling 4/22/2019 memo.

Fund 301 – Capital

Increase \$ 2,500 Service/Capital Facilities/Capital – Funding for movable Downtown Parking Signs per J. Bowling 4/3/2019 memo.

Increase \$ 26,000 Service/Capital Facilities/Capital – Additional funding for North Water Street Project per J. Bowling 4/22/2019 memo.

Increase \$ 5,500 Service / (Central Maint.) / Capital – Addt'l funding to supplement original budget for Rubber Tired Front End Loader per J. Bowling 4/22/2019 memo.

Fund 302 – M P I T I E

Increase \$ 6,000 Service / Capital Facilities / Other (O&M) – Addt'l appropriation to fund Portage County costs associated with PILOT (Payments In Lieu of Taxes) collections and distribution to the City of Kent from TIF District.

Fund 303 – Police Facility

Increase \$ 260,000 Safety / Capital Facilities / Other (O&M) – Addt'l funding to pay property taxes until refunded by Portage County and RITA fees per B. Huff 4/11/2019 memo.

The following intra-fund transfers/advances are hereby requested:

Decrease Operating Transfer (\$72,507.33) **From:** Fund 116 / Income Tax -
To: Fund 303 / Police Facility – Adjustment to true-up 2018 income tax Charter Requirement for new Police Facility Project.

Increase Operating Transfer \$ 205,740.78 **From:** Fund 116 / Income Tax -
To: Fund 301 / Capital – Adjustment to true-up 2018 income tax Charter Requirement for General Govt. Capital.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 24, 2019
TO: David Coffee, Budget & Finance Director
FROM: Bridget Susel, Community Development Director *B.S.*
RE: Appropriations Request: Meter Post Installation

Kent City Council authorized the installation of meters on North Depeyster and West College Streets. A total of forty-two (42) new meters will be installed. A request for price quotes for the meter posts and for the installation of the posts was issued and the Community Development Department did receive responses to the request.

I am respectfully requesting an appropriation request of \$17,000.00 for the meter post installation so that an agreement with the contractor can be executed and work scheduled to begin by the end of May.

Please let me know if you need any additional information in order to process this request. Thank you in advance for your assistance.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 19, 2019
TO: David Coffee, Budget & Finance Director
FROM: Bridget Susel, Community Development Director *BDS*
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 315 RFK LLC (aka L.N. Gross Building) project generated construction payroll in excess of \$1 million, as reported in 2018/2019 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 \$6,800.00 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: 2019 315 RFK LLC (315 Gougler/LN Gross Building) Income Tax Share Calculation file



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

April 19, 2019

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 real property tax amount). 315 RFK LLC, located at 315 Gougler Street (aka L.N. Gross Building) had total construction payroll reported in 2018/2019, for work completed in 2017, that exceeded \$1 million so the income tax share requirement is applicable.

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

- \$ 9,137.43 Total amount of 2018 real property taxes foregone as a result of the CRA, as reported by Portage County Auditor;
- 72.244057 aggregate 2018 effective millage rate, commercial/industrial class, as reported by Portage County Auditor;
- 53.675542 Effective millage rate applicable to Kent City Schools only, commercial/industrial class, as reported by Portage County Auditor/listed on DTE515;
- .74297519 % of the aggregate effective millage rate applicable to Kent City Schools only:
 $53.675542 / 72.244057$;
- \$ 6,788.88 $\$9,137.43 \times .74297519 = \$6,788.88$ lost property tax amount applicable to Kent City Schools only/not to exceed income tax share amount due Kent City Schools;
- \$ 29,700.62 Total income tax received by the City of Kent, after collection procedures undertaken by RITA in 2018/2019.
- \$ **6,788.88** Amount of income tax share to be paid by the City of Kent to Kent City Schools.

A request for the appropriation of \$6,788.88 will be presented to Kent City Council in May with anticipated legislative authorization on May 15, 2019. Once finalized, a purchase order will be drafted and the payment will be issued to Kent City Schools no later than June 15, 2019. 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 above listed income tax share payment amount for the construction payroll documented for the 315 RFK LLC (aka LN Gross Building) project.

Sincerely,



Bridget O. Susel
Community Development Director

Cc: Mr. George Joseph, Superintendent, Kent City Schools via e-mail only
Dave Ruller, City Manager via e-mail only
David Coffee, Budget & Finance Director
Tom Wilke, Economic Development Director, via e-mail only
315 RFK LLC (315 Gougler/LN Gross Building) Income Tax Share CRA Calculation file



City Of Kent Fire Department

320 S. Depeyster St.
Kent, Ohio 44240
330. 673.8814
330.676.7374 Fax

To: Dave Coffee, Brian Huff
CC: Melanie Baker

From: John Tosko

Date: April 15, 2019

Ref: Station Two Renovation

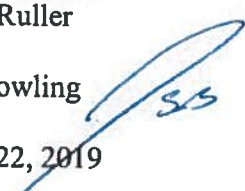
I am requesting allocation of funds for the Station Two Renovation and Addition project to be moved up from 2020 to 2019. This project is comprised of 2016KFD006 Roof (\$150,000), 2016KFD007 Expansion/Renovation (\$290,500) and 2016KFD005 Parking Lot (\$50,000) for a total of \$490,500. For ease of use, I am requesting this project be combined into one project of \$490,500.

After consultation with the Service Director and the Architect, we believe this project is ready to move forward in 2019.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: David Coffee
Dave Ruller

FROM: Jim Bowling 

DATE: April 22, 2019

RE: Appropriations Requests

The Service Department is requesting the following appropriations increases for two projects. Both projects are

- **North Water Street (2018CIP009)** – We are requesting \$26,000 from the capital (301) fund for this project which is already included in the 2019 budget for design. The additional funding is required in 2019 so that we will be able to execute the Local Public Agency (LPA) Agreement with the Ohio Department of Transportation (ODOT). Besides the City's commitment to design the project, the LPA agreement also includes the City's commitment for construction, which is included in the Capital Plan for 2020.
- **Rubber Tired Front End Loader (2018CMD004)** – We are requesting a total of \$10,000 to be appropriated from several funds including; the capital (301) fund at \$5,500; the water (201) fund at \$1,500; the sewer (202) fund at \$1,500 and the storm (208) fund at \$1,500. The additional funding is required because the price of the loader increased since the original budget was established.

Therefore the total requests included in this memo is shown below:

Fund	Appropriation Request
201 – Water	\$1,500
202 - Sewer	\$1,500
208 – Storm	\$1,500
301 – Capital	\$31,500

c: Melanie Baker
Brian Huff
John Osborne
Jon Giaquinto
Cathy Wilson

CITY OF KENT

Water Treatment
Kent, Ohio 44240

Telephone 676-6333

Pledged to Community and Resident Service

Inter-Departmental Letters Only

TO: Dave Coffee
FROM: Brian Johnson, Water Plant Manager
DATE: 4/18/2019
SUBJECT: Filter Rehab Appropriation Revision Request

During the 2018 to 2019 reappropriations my filter project appropriation for the water plant was accidently placed in the 502 line instead of the 501. I would like to transfer the money back to the 501 line divided up between my 7630 and 7680 lines as indicated below. During the filter project we found one valve essential to completion to be beyond repair, I ordered it under my 05-550-501-7630 line so the project could move forward, and would like to appropriate the majority of this money back into my 7630 line.

Filter Rehab Appropriation Revision:

Capital Contracts (05-550-502-7680)	-	\$6327.82
Capital Contracts (05-550-501-7680)	+	\$647.82
Equipment (05-550-501-7630)	+	\$5680.00

CC: Brian Huff
Rhonda Boyd



**CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE**

To: Dave Coffee, Director of Budget and Finance
From: Brian Huff, Controller
Date: April 11, 2019
Re: Appropriation Amendments Needed

An amendment to appropriations in funds 204, 302, and 303 are being requested due to a review of the current YTD budget vs. actual activity.

1) First, because of a temporary employee being used while we search for a full-time replacement for our utility billing clerk, we will need to appropriate \$13,000 to the 204 fund (O+M).

204.07.550.708.7340 \$13,000

2) Second, we need to budget for fees from Portage County related to the PILOTs. Fund 302 \$6,000.

302.04.540.604.7340 \$6,000

3) Finally, Portage County is charging property taxes for the new Police Station. Per followups with the County, after paying both the first and second half taxes, our Law Dept. can apply for an exemption and refund. Also, we need \$\$ to pay for 1/9 of the RITA fees that are allocated to this fund, 303 Fund Total of \$260,000 needed.

303.01.510.102.7340 \$260,000

Thank you!

Brian Huff, Controller

930 OVERHOLT RD., KENT, OH 44240
(330) 678-8102 – Director and General Accounting
(330) 678-8103 Income Tax (330) 678-8104 Utility Billing FAX (330) 676-7584

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: David Coffee
Dave Ruller

FROM: Jim Bowling *JB*

DATE: April 22, 2019

RE: 2018 Capital Improvement Program – Re-appropriation for 2019 Addition

There was a miscalculation in the January 22, 2019 Re-appropriations memo regarding the Valleyview/Morris Water and Storm Improvements Project. In the memo, \$100,000 in storm funds was not included for re-appropriations. This money, which was in the 2018 budget, is needed to complete the project. Therefore, the Service Department is requesting to re-appropriate \$100,000 from the Storm (208) fund for the Valleyview/Morris Water and Storm Improvements Project.

We apologize for the error and appreciate your help in resolving the issue.

c: Melanie Baker
Brian Huff
Cori Finney
Cathy Wilson

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO


RECEIVED

TO: David Coffee
Dave Ruller

FROM: Jim Bowling
Tom Wilke

DATE: April 3, 2019

RE: Downtown Parking Signs - Appropriations Request

APR - 3 2019
BY 
CITY OF KENT
BUDGET & FINANCE

The Service and Community Development Departments are requesting to appropriate \$2,500 from the capital fund (301) to purchase Downtown Parking Signs. These signs are intended to be used during large events downtown to direct drivers to nearby parking resources that are underutilized. These locations include the Municipal Court Lot, Tannery Park Lot and the new parking lot constructed with L.N. Gross building. In total, these three lots represent 187 spots that are significantly underutilized during events downtown.

c: Melanie Baker
Brian Huff
Cathy Wilson



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 23, 2019
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BS*
RE: Overnight Parking: Proposed Amendments to Part Three-Traffic Code

In September 2018, Kent City Council authorized several amendments to sections of the "Part Three-Traffic Code" of the KCO, which resulted in the elimination of the A and B day parking permits and modified parking restrictions on various public streets and for the Columbus Street municipal lot. These amendments were recommended by staff as part of the ongoing effort to implement changes that will result in greater consistency of parking options in the downtown district.

The redevelopment of the property located at 257 North Water Street has resulted in the permanent removal of the eight overnight (C Permit) parking spaces on Portage Street so additional amendments are needed to Part Three to address the elimination of this overnight parking location. The loss of these spaces had been anticipated in 2018 when the proposed project was presented to the Planning Commission so staff convened a meeting of the Parking Action Committee (PAC) on August 10, 2018 to discuss alternative overnight parking options for downtown residents.

Specifically the Parking Action Committee voted, by a motion that carried 5 to 0, on the following recommendations to Kent City Council:

1. Designate overnight resident parking permits valid from 6:00 PM to 8:00 AM, excluding Sundays;
2. Overnight resident parking permits will be issued to downtown residents only. Proof of current/active lease for a downtown residential unit must be provided to the City prior to issuing the permit;
3. Permits will require the payment of a fee, with payment ranging from \$25 - \$40, paid no less than on a quarterly basis;
4. Payment for an overnight resident permit does not guarantee a specific parking space, but rather, entitles the permit holder to park at a space in the designated area;
5. Designation of no more than ten (10) spaces on west side of North Water Street, as depicted on attached (NOTE: attached also depicts another option not considered by the PAC on the east side of North Water Street for Council's consideration);

6. Designation of no more than ten (10) spaces on the west side of Franklin Avenue, as depicted on attached. Be advised that the PAC made this recommendation at the request of staff with the understanding overnight residential permits will not be issued for the area on Franklin Avenue until: a.) the two (2) proposed residential multi-unit properties are constructed, and b.) a need for overnight resident parking in that area becomes evident.

I am respectfully requesting time at the May 1, 2019 Council Committee session to discuss the proposed overnight parking permit program for downtown residents in greater detail and to request Council authorization, with emergency, to amend Sections 353.02 and 353.03 of "Part Three-Traffic Code" of the KCO in order to implement the proposed overnight parking permit program.

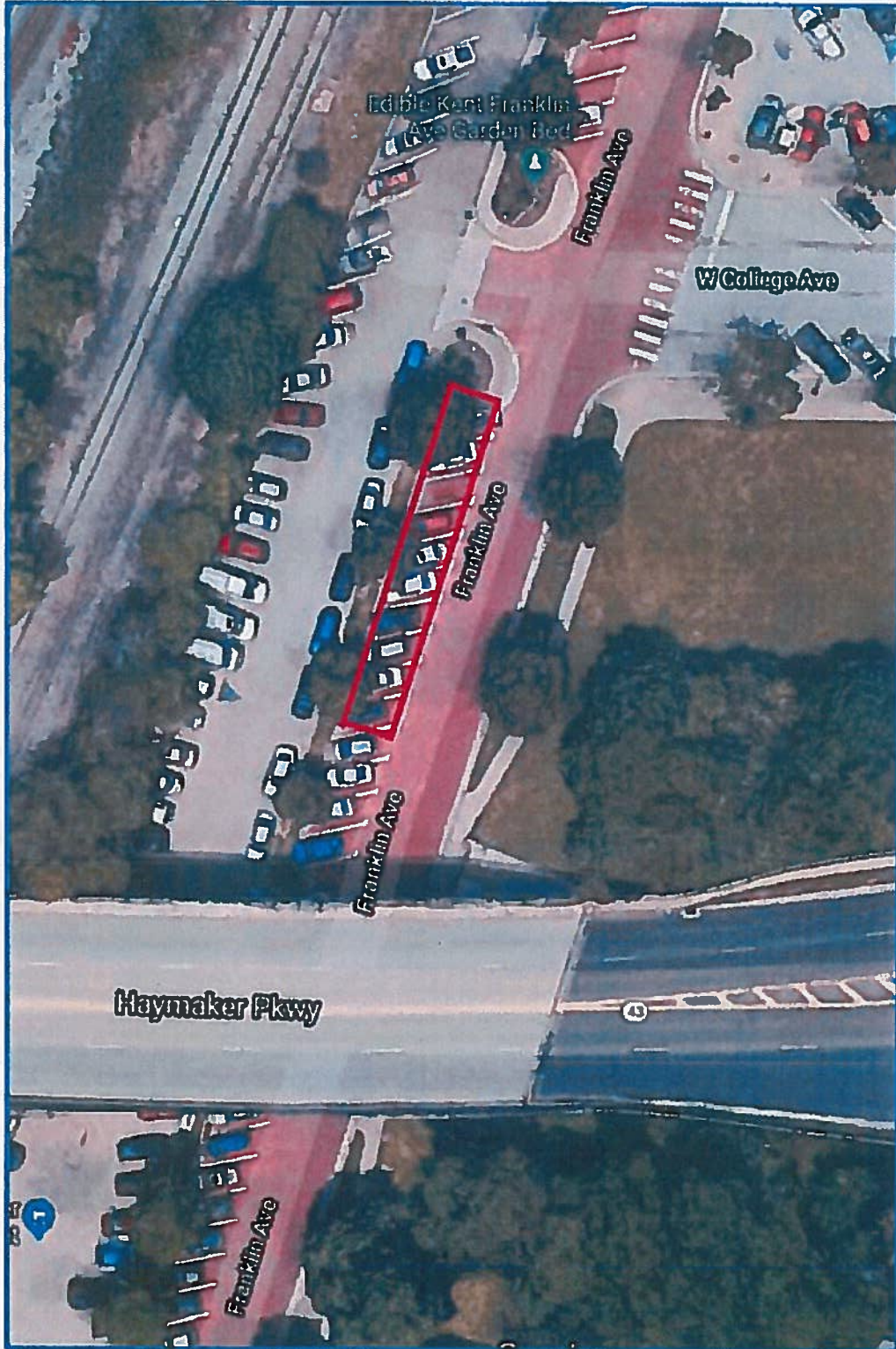
If you need any additional information in order to add this item to the Council Committee agenda, please let me know.

Cc: Hope Jones, Law Director
Dawn Bishop, Interim Clerk of Council
Tom Wilke, Economic Development Director

**North Downtown - Ten Overnight Parking Spaces
North Water Street
Staff Recommendation**



**South Downtown - Ten Overnight Parking Spaces
West Side of Franklin Avenue
Staff Recommendation**





CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: April 23, 2019
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BS*
RE: Neighborhood Grant Program: Proposed Revisions

Kent City Council authorized funding for the Neighborhood Grant Program (NGP) in 2014 as part of the City's efforts to provide programming initiatives that could assist with improving the City's various neighborhoods. The new initiative provided two different funding mechanisms that were designed to provide financial support for resident-based programs and projects that encouraged neighborhood cooperation and collaboration.

The annual NGP funding allocation has been used to support several successful neighborhood engagement and enhancement projects, but certain aspects of the NGP have proven to be challenging and the primary intent of the NGP has not been fully realized. In order to ensure the NGP funding is utilized in a manner that benefits the City's many residential neighborhoods, the Community Development Department staff is recommending revisions to the program that will allow for the provision of assistance to homeowners who have been working with the City to try and address exterior property maintenance code violations, but who are having difficulty affording the needed corrections because of limited financial resources.

Attached is a draft of the program guidelines for the proposed Residential Exterior Enhancement Neighborhood Grant Program and a community map depicting locations where exterior property maintenance code violations have been identified, but not yet corrected because of financial constraints experienced by the property owner.

I am respectfully requesting time at the May 1, 2019 Council Committee session to discuss the proposed revisions in greater detail and to request Council authorization, with emergency, in order to initiate the proposed revisions to the Neighborhood Grant Program.

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

Attachments

Cc: Hope Jones, Law Director
Dawn Bishop, Interim Clerk of Council
Dan Morganti, Grants & Neighborhood Programs Coordinator



Residential Exterior Enhancement Neighborhood Grant Program

Program Background

The City of Kent is committed to the success of its neighborhoods. To provide support for, and to expand upon, the strength of the residential neighborhoods, the City has established the Residential Exterior Enhancement Neighborhood Grant Program. The program is designed to assist qualifying homeowners with small exterior home improvement projects that will assist with promoting pride in homeownership and support neighborhood beautification efforts.

Small Exterior Home Improvements

The program aims to benefit homeowners by helping them improve their properties by addressing identified property maintenance code violations. Exterior home improvements that enhance the aesthetic appeal of a house or property are generally eligible. Coordinated efforts among neighbors are encouraged.

Examples of eligible exterior improvements include material and labor to complete:

- Property maintenance or building code violation concerns;
- Painting projects;
- Repair or replacement of siding, masonry, gutters, shutters, windows, doors, stairs, soffit, fascia, etc.

Applicant Eligibility Requirements

To be eligible, the property must be a single-family dwelling and owner-occupied for a time-period of at least 6 months. The total gross household income must be at or below 80% of the area median income adjusted for household size (HUD income limits). For example, the threshold for a household of one (1) is \$41,000, for a household of four (4) it's \$58,550. Applicants that are funded can't apply, again, for a time period of five (5) years.

Grant Assistance

Program assistance is in the form of a reimbursement for costs incurred to complete the home improvement.

- Up to \$1,000 reimbursed with receipts and before/after pictures of the project;
- Applications for assistance must be approved by the City prior to incurring costs;
- The City will consider exceeding grant assistance limit on a case-by-case basis, dependent upon the nature of the exterior property maintenance violation and the financial limits of the owner;
- In cases of significant financial hardship, the City can coordinate project details and pay the contractor directly.

Plotted Exterior Property Maintenance Violations





LAW DEPARTMENT MEMORANDUM KENT, OHIO

To: Dave Ruller, City Manager
From: Hope L. Jones, Law Director
Date: April 23, 2019
Re: Agreements with AT+T and KSU

Mr. Ruller,

I am requesting Committee time to discuss the agreements with AT+T and the State of Ohio (KSU) for the lease of the City's water tower to AT+T and a renewed easement with the State of Ohio to allow for the lease by AT+T.

AT+T uses the City's water tower for its telecommunications equipment. The City has an easement with the State for the use of its property for our water tower. Currently, AT+T's lease calls for a rental fee of \$2,750.00 per month. The new agreement will increase the rent to \$3103.20 per month with 20% going to the State of Ohio. The fee to the State is for the increased use of the easement that it has given the City for the water tower. The term of the agreements will be 5 year terms with 3 options to renew. Both agreements call for a 10% increase in the rent and easement each new term.

Cell Site No.: CL220
Cell Site Name: KSU Water Tower
Fixed Asset No.: 10077427
Market: OH / PA
Address: 540A East Summit Street

REINSTATEMENT AND RATIFICATION OF AND FOURTH AMENDMENT TO OPTION AND TOWER LEASE AGREEMENT

THIS REINSTATEMENT AND RATIFICATION OF AND FOURTH AMENDMENT TO OPTION AND TOWER LEASE AGREEMENT (“**Fourth Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the City of Kent, having a mailing address of 319 South Water Street, Kent, OH 44240, and Kent State University (hereinafter, collectively referred to as “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “**Tenant**”).

WHEREAS, Landlord (or its respective predecessor-in-interest) and Tenant (or its respective predecessor-in-interest) entered into a Option and Tower Lease Agreement dated October 1, 1998, as amended by First Amendment to Option and Tower Lease Agreement dated April 16, 2002, as amended by Second Amendment to Option and Tower Lease Agreement dated August 20, 2006, as amended by Third Amendment to Option and Tower Lease Agreement dated October 28, 2014 (hereinafter, collectively, the “**Agreement**”), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 540A East Summit Street, Kent, OH 44240; and

WHEREAS, the term of the Agreement expired on October 31, 2018, and Landlord acknowledges that Tenant has been occupying the Premises on a month-to-month basis and Landlord has accepted Rent during such month-to-month basis from Tenant and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to adjust the Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Lease to clarify scope of Lessee's permitted use of the Premises; and

~~**WHEREAS**, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and~~

Cell Site No.: CL220
Cell Site Name: KSU Water Tower
Fixed Asset No.: 10077427
Market: OH / PA
Address: 540A East Summit Street

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Reinstatement and Ratification.** The Agreement, including all amendments thereto, if any, entered into prior to the date hereof, is attached hereto as **Exhibit A**. Landlord and Tenant hereby reinstate, ratify, confirm and adopt the Agreement, as amended herein, as of the latter signature date below.

2. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on November 1, 2018. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to three (3) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then current Additional Extension Term. The New Initial Term and the Additional Extension Term are collectively referred to as the Term ("**Term**").

1. **Rent.** Commencing on November 1, 2018, the current Rent payable under the Agreement shall be ~~Threewe~~ Three Thousand ~~One Seven-Hundred ThreeFifty~~ and ~~No~~ 20/100 Dollars (\$~~23,103750.-2000~~) per monthly, and shall continue during the Term, subject to adjustment as provided herein. Tenant shall pay eighty percent of the Rent (80%) to the City of Kent and the remaining twenty percent (20%) of the Rent to Kent State University. Section 5 of the Agreement shall be amended to provide that Rent shall be adjusted as follows: commencing on November 1, 2023, and each Additional Extension Term exercised thereafter, the monthly Basic-Rent will increase by ten percent (10%) over the Basic-Rent paid during the previous Term. in year two (2) of the New Initial Term and each year thereafter, including throughout any Additional Extension Term exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

3.2. Expansion of Permitted Use. Tenant, its personnel, invitees, contractors, agents, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and, with prior written notice to Landlord, to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon (collectively, "Communications Facility"), or relocate the same within the Premises at any time during the term of the Lease for any reason, so long as these changes do not exceed the structural capacity of the tower/structure at this height, or at Tenant's sole expense upgrade the structural capacity, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason.

Cell Site No.: CL220
Cell Site Name: KSU Water Tower
Fixed Asset No.: 10077427
Market: OH / PA
Address: 540A East Summit Street

Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Lease and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

4.3. Emergency 911 Service. In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5.4. Right of First Refusal. Notwithstanding any other provisions contained in the Agreement, if at any time after the date of this Fourth Amendment, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises (“Offer”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 5, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this the Agreement until Landlord complies with this Section 5. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 5 with respect to any future proposed conveyances as described herein.

6.5. Charges. All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

7.6. Acknowledgement. Landlord acknowledges that: 1) this Fourth Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Fourth Amendment and the underlying Agreement and, prior to execution of this Fourth Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Fourth

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Amendment and to have counsel review the terms and conditions of this Fourth Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Fourth Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

8.7. Notices. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # CL220
Cell Site Name KSU Water Tower (OH); Fixed Asset No.: 10077427
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # CL220
Cell Site Name KSU Water Tower (OH); Fixed Asset No: 10077427
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

City of Kent
319 South Water Street
Kent, OH 44240

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

9.8. Memorandum of Agreement. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable

Cell Site No.: CL220
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Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

~~10.9.~~ **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

~~11.10.~~ **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

DRAFT

Cell Site No.: CL220
Cell Site Name: KSU Water Tower
Fixed Asset No.: 10077427
Market: OH / PA
Address: 540A East Summit Street

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Reinstatement and Fourth Amendment on the dates set forth below.

LANDLORD:
City of Kent

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: NOT FOR EXECUTION

By: NOT FOR EXECUTION

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LANDLORD:
Kent State University

By: NOT FOR EXECUTION

Print Name: _____

Title: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Cell Site No.: CL220
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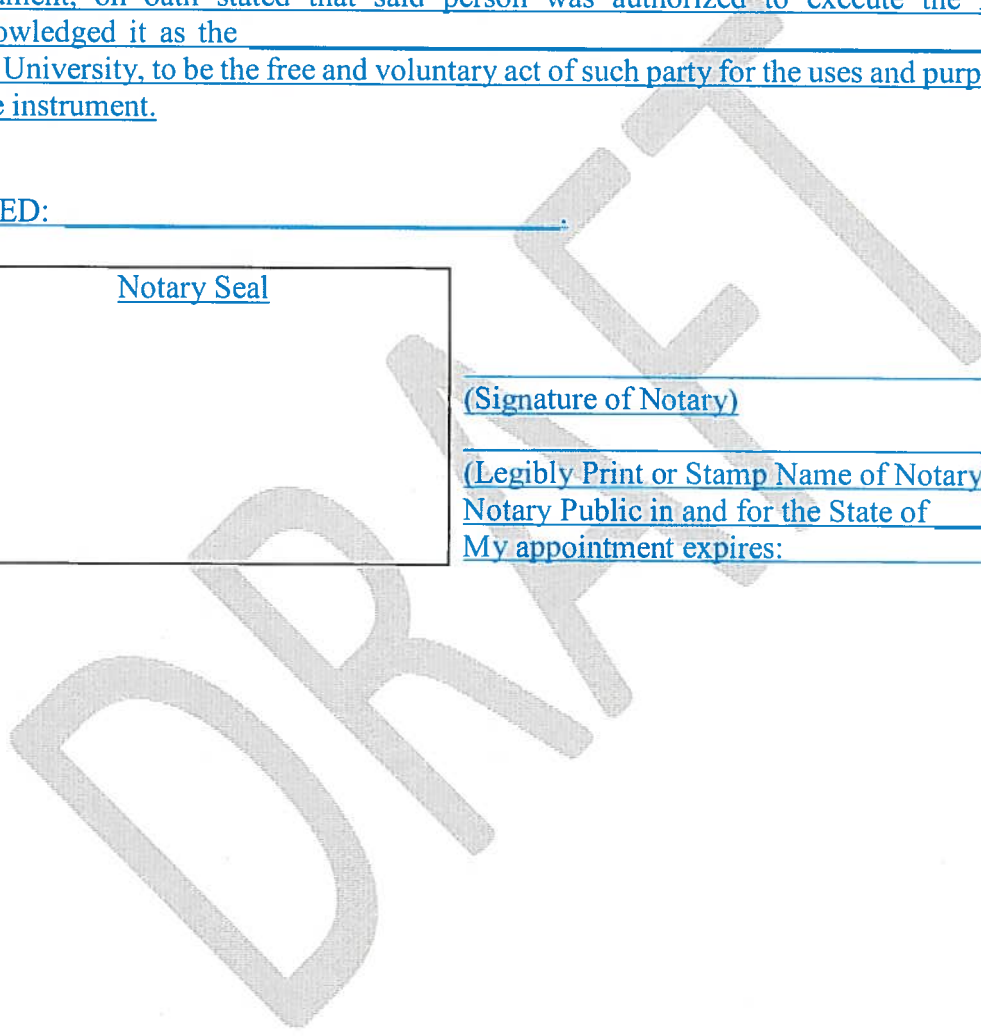
LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
_____) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the _____ of Kent
State University, to be the free and voluntary act of such party for the uses and purposes mentioned
in the instrument.

DATED: _____

Notary Seal



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

Cell Site No.: CL220
Cell Site Name: KSU Water Tower
Fixed Asset No.: 10077427
Market: OH / PA
Address: 540A East Summit Street

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

Cell Site No.: CL220
Cell Site Name: KSU Water Tower
Fixed Asset No.: 10077427
Market: OH / PA
Address: 540A East Summit Street

Attachment 1

Memorandum of Agreement

DRAFT

Cell Site No.: CL220
Cell Site Name: KSU Water Tower
Fixed Asset No.: 10077427
Market: OH / PA
Address: 540A East Summit Street

Exhibit A

Copy of Agreement

DRAFT

STATE OF OHIO EASEMENT

This Agreement (hereinafter referred to as "Agreement"), dated as of _____, 2019, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of Kent State University (hereinafter referred to as "Agency"), and The City of Kent, an Ohio body politic, duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 301 South Depeyster Street, Kent, Ohio 44240, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. 3180-A on file with the State; and

WHEREAS, Grantee desires to obtain from State a non-exclusive easement with right of ingress and egress which shall be subordinate to the easement granted in DAS File No. 3180 and any subsequent easement governing the underlying state-owned land, in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain radio telecommunications array with platform affixed atop a water tower owned by Grantee, which is referenced in State of Ohio Easement file No. 3180 and will be further referenced in a separate lease agreement between Grantee and New Cingular Wireless PCS, LLC, a Delaware limited liability company, (NCW) dated November 1, 2018 hereafter referred to as "Lease"; and

WHEREAS, Agency requested the State prepare this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. USE OF PREMISES.

State does hereby grant a non-exclusive easement unto Grantee with right of ingress and egress to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a radio telecommunications array with platform affixed atop a water tower owned by the Grantee as referenced in the aforementioned State of Ohio Easement File No. 3180 (hereinafter referred to as "Improvement"). Said Improvement shall be installed, operated, maintained and used by NCW pursuant to the Lease. On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

II. TERM.

The term of this Agreement shall be for five (5) years, concurrent with the term of the Lease between the Grantee and NCW or its successors, commencing on November 1, 2018 (hereinafter referred to as "Commencement Date"), and expiring on October 31, 2023 (hereinafter referred to as "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof. This agreement shall not exceed the term of State of Ohio Easement File No. 3180 or any subsequent easement to govern the underlying state-owned land.

The grantee shall be entitled to three (3) five (5) year renewals of this easement upon the same terms and conditions set forth herein except to term and number of renewals provided Grantee:

- A. Concurrently renews its lease agreement with NCW or its successor.
- B. Is in good standing with State.
- C. Has complied with all the terms and conditions of this easement.
- D. State of Ohio Easement File No. 3180 or subsequent easement is still in effect.

III. CONSIDERATION.

During the term of this Agreement, Grantee shall pay Thirty Seven Thousand Two Hundred Thirty Eight and 40/100 Dollars (\$37,238.40) or 20% of the gross Lease income received from the lease between the Grantee and NCW, whichever is greater, in equal monthly installments of Six Hundred Twenty and 64/100 Dollars in advance continuing during the term of the Lease, to Agency in consideration of State's granting an easement. Grantee shall tender the first payment due hereunder, payable to "Treasurer, State of Ohio", on or before the Commencement Date of this Agreement and thereafter on or before the 1st day of the month. Any payment due hereunder shall be paid by Grantee without notice or demand, and without set-off, counterclaim, reduction, abatement, deduction or defense whatsoever. Commencing November 1, 2023, and each extension term thereafter the consideration shall increase by ten percent (10%) over the consideration paid during the previous term. State shall be entitled to the same proportional share of any future increases in rent to Grantee by any party. The renewal payment schedule shall read as follows:

<u>Extension Term</u>	<u>Five Year Total</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
11/1/23 to 10/31/28	\$40,962.24	\$8,192.45	\$682.70
11/1/28 to 10/31/33	\$45,058.46	\$9,011.69	\$750.97
11/1/33 to 10/31/38	\$49,564.31	\$9,912.86	\$826.07

IV. CONSTRUCTION/MAINTENANCE.

- (A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.

- (B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not less than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay State for all damages caused thereto.
- (C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.
- (D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.
- (E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.
- (F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.
- (G) Grantee shall maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any maintenance and repairs shall be performed in a good and workmanlike manner.
- (H) No improvements, other than the mounting of the radio telecommunications antenna array by NCW as set forth in the Lease, and the antennas permitted to be installed by Grantee and the State therein, may be performed on this easement without the written approval of the State as to the aesthetics, which approval shall be in the sole discretion of the State.

V. LIABILITY.

Grantee shall indemnify and hold State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Easement Area and operation or maintenance of the Improvement. Nothing contained herein shall be deemed to be a waiver by State of any legal or factual defenses, which State may enjoy.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

VI. INSURANCE.

At all times during the term of this Agreement, Grantee shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 for each occurrence. CGL insurance shall

cover liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, together with all costs of defense. The defense cost shall be outside of the policy limits. Grantee shall include the State and Agency as additional insureds. CGL insurance shall apply as primary over any other insurance afforded to Grantee. Grantee waives all rights against the State for damages to the extent there is coverage afforded by Grantee's insurance maintained pursuant to this Agreement. Grantee shall provide a certificate of insurance, which must be in a form that is reasonably satisfactory to State as to the contents of the policies and the quality of the insurance carriers. All insurers must have at least an A- (Excellent) rating by A.M. Best & Co.

Grantee shall, for each policy required by this Agreement provide State with thirty (30) days' prior written notice of cancellation, or non-renewal, except a ten (10) day notice for non-payment of premium. Any failure to comply with this reporting provision may constitute a default of this Agreement. State reserves the right to approve or reject levels of self-insured retention, captive insurance, or any other alternative risk-financing program. By requiring insurance herein, State does not represent that the coverage and limits will be adequate to protect Grantee and such coverage and limits do not represent or serve as a limitation on Grantee's liability under the indemnities granted to State under this Agreement.

VII. MECHANIC'S LIENS.

- (A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.
- (B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or bond off such lien or encumbrance.

VIII. TAXES/ASSESSMENTS.

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

IX. ASSIGNMENT.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

X. TERMINATION.

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall remove, or cause the removal of all component parts of the Improvement and restore the Easement Area to its original condition, at its own cost and expense, if State so requests. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated at any time by Grantee by delivering written notice to State and Agency setting forth the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

XI. DEFAULT.

- (A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.
- (B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.

- (C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.
- (D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.
- (E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

XII. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

XIII. RIGHTS CUMULATIVE.

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

XIV. WAIVER.

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

XV. NOTICES, DEMANDS OR INSTRUMENTS.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have

been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

- (a) with respect to State, addressed to:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator
- (b) with respect to Agency, addressed to:
Kent State University
Executive Offices, 2nd Floor Library
P.O. Box 5190
Kent, Ohio 44242-0001
Attention: Associate Vice President Real Estate

and,

- (c) with respect to Grantee, addressed to:
City of Kent
301 South Depeyster Street
Kent, Ohio 44240
Attention: City Manager

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

XVI. MODIFICATIONS.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Grantee.

XVII. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

XVIII. HEADINGS.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

Intentionally Left Blank

The terms of the within State of Ohio Easement are accepted and agreed to by Kent State University.

By: _____
Mark M. Polatajko, Senior Vice President
Finance and Administration

Date: _____

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR
The STATE OF OHIO

By: _____
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of _____, 2019, before me personally appeared _____ who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

Notary Public, State of Ohio
My Commission Expires: _____

GRANTEE
City of Kent
an Ohio Body Politic

By: _____
<authorized signatory>

Title: <signatory's title> _____

ACKNOWLEDGMENT

State of Ohio, Portage County, ss:

On this _____ day of _____, 2019, before me personally appeared _____, <signatory's title>, of the City of Kent, an Ohio body politic, who acknowledged that he/she executed the foregoing State of Ohio Easement for and on behalf of the City of Kent and that the same is his/her and the Grantee's free and voluntary act and deed, and that he/she is duly authorized to execute the same on behalf of the city.

Notary Public, State of Ohio
My Commission Expires _____

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

Exhibit "A"

LEGAL DESCRIPTION

Beginning at a point in the center line of Summit Street, which is South 47°38' East a distance of 310.50 feet from an iron pipe in the North line of said Lot #13, said iron pipe also being an angle point in said center line of said Summit Street;

Thence along a line which bears North 43°01' East, distance of 30.00 feet to a point at the Northwest corner of land conveyed by deed dated September 27, 1937 from Julia A. Sawyer to the State of Ohio and being recorded in Volume 362, Page 329, Portage County Record of Deeds, said tract referred to hereinafter as the "Sawyer Tract";

Thence along the Northwesterly line of said Sawyer Tract North 43°01' East a distance of 210.03 feet to a point;

Thence by a line which bears North 48°17' West a distance of 75.45 feet to a point;

Thence by a line which bears North 48°53' East a distance of 80.62 feet to a point;

Thence by a line which bears South 48°17' East a distance of 67.21 feet to a point at the Northeasterly projection of said Northwesterly line of said Sawyer Tract;

Thence along said Northeasterly projection of said Northwesterly line of the said Sawyer Tract South 43°01' West a distance of 80.01 feet to the place of beginning, and containing 0.131 of an acre of land.

Thence along said Northeasterly projection of said Northwesterly line of the said Sawyer Tract South 43°01' West a distance of 80.01 feet to the place of beginning, and containing 0.131 of an acre of land; and

**CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING**

MEMO

TO: Dave Ruller
Dawn Bishop

FROM: Jim Bowling

DATE: April 22, 2019

RE: Kent State University Bike Share Agreement

The Service Department is requesting council's consideration and approval of the attached Bike Share Agreement with Kent State University (KSU). The Service Department and KSU's Department of Recreation Services have been working on the next version of a bike share program for KSU and the City. The first three years of the joint program were successful and both parties wish to continue the program. However, there are some areas of improvement with the program and the bike share industry is developing quickly with more options available. Therefore, KSU advertised for proposals from vendors to continue and improve the program. The results of the proposals include some significant improvements to the program, including the following:

- There is no annual cost from the City or KSU required to support the program.
- The program is a dockless program allowing the users to take the bike to their final destination versus taking the bike to a set docking station.
- The company will maintain the bikes, including retrieving bikes parked in unacceptable locations.
- The program includes significantly more bikes as part of the program.
- The program includes electric assist bikes for use, in addition to regular bikes
- The program will function year round

While there is no annual commitment for funding the programs implementation, KSU and the City may desire to install additional ancillary items such as bike racks, signs or pavement markings to facilitate the success of the program. Therefore, the attached Agreement includes a budget of \$5,000 for installation of these ancillary items. This money is already included in the City's approved 2019 Annual Budget.

c: Melanine Baker
Bill Rudlosky, WMR Associates
file

Kent State University Bike Share Agreement

This Memorandum of Understanding ("*MOU*") dated this 18th day of April, 2019 shall confirm an understanding between Kent State University and its Department of Recreational Services ("*KSU DRS*") and the City of Kent, Ohio ("*City of Kent*") concerning the establishment of a bike share system operated by *KSU DRS* with shared services for the *City of Kent* that will be operated on campus and in the City of Kent, Ohio.

WHEREAS, *KSU DRS* and the *City of Kent* entered into a Bike Share Memorandum of Understanding in 2015 (attachment A), which has expired and both parties wish to replace the previous memorandum to accommodate the current goals of the system.

WHEREAS, *KSU DRS* is entering into a leasing contract with a new third party bike share provider to lease a bike share program with dockless technology to operate a on the Kent State University ("*KSU*") Campus, in the City of Kent and surrounding areas.

WHEREAS, *KSU DRS* desires for this system to primarily be for student usage and their benefit; *KSU DRS* also desires strong usage by *KSU* Faculty/Staff, residents and professionals in the City of Kent, Ohio, and visitors to *KSU* and the City of Kent, Ohio.

WHEREAS, the bike share program will be operated on Campus and in the City of Kent, including potential locations for payment options and bike storage between uses. Which in effect would further support the existing connections between Kent State University, *KSU DRS*, and the *City of Kent* and benefit aforementioned users.

NOW THEREFORE, in consideration of the benefits to the students, faculty/staff, and visitors of Kent State University, city residents and professionals, and visitors to the City of Kent, Ohio each of the parties to this *MOU* agrees as follows:

1. **LENGTH OF TERM.** This *MOU* between *KSU DRS* and *City of Kent* shall be for a term of 1 years (12 months), commencing on _____, 2019. The partnership and the *MOU* will be reexamined at beginning of year 2 for non-renewal, continuation of comparable terms, or expansion beyond year 2.
2. **SHARE.** *KSU DRS* and the *City of Kent* shall permit the operations of the bike share program within their jurisdictions as further defined in paragraph 4 below. This includes working with the provider to establish any reasonable regulations and terms of operations that may be required as the program is established.
3. **COST OF SHARE.** No specific cost share is required for this program. However, ancillary costs may be required to help facilitate the success of the program. The *City of Kent* and *KSU DRS* will share the costs of any installation of additional racks, docking stations, painted fleet parking spots and/or recommended parking areas, and signage as mutually agreed by the parties. The cost to the City of Kent shall not exceed \$5,000 in

any given calendar year and shall only be used for facilities located off campus and in the City of Kent. Moreover, the City shall maintain sole discretion for the consideration and decisions made on any final permit or necessary applications or approvals submitted by the third party bike share provider that must be secured prior to installation. At all times the third party bike share provider, and not KSU DRS, shall be responsible for any issues, claims, or fees associated with its own property as installed and for any issues associated therewith.

4. **LOCATION.** *KSU DRS* will work with the City of Kent to establish areas for service and areas for bike parking in the City of Kent. *KSU DRS* will work with the third party bike share provider to establish areas for service and areas for bike parking off Campus within the City of Kent.
5. **SEASON.** This service will be operated year round. However, it is anticipated that reduced services are expected during the winter season.
6. **BRANDING.** All pedal and E-assist bicycles and bike share appurtenances will be color branded with an appropriate *KSU* scheme.
7. **MAINTENANCE & OFF SEASON STORAGE.** The third party bike share provider will be responsible for the maintenance of the bicycles and off season storage. The terms through which the bicycles will be maintained will be part of *KSU DRS's* agreement with the third party bike share provider.
8. **REPORTING.** The third party bike share provider will provide reporting on the usage of the bike share program. The data to be reported and frequency with which it will be made available will be part of *KSU DRS's* agreement with the third party bike share provider. The reporting will be made available for the *City of Kent*.
9. **NOTICES.** This *MOU* shall be terminable in whole or in part, by either party, with 30 days written notice to the other party. *KSU DRS* shall endeavor to resolve any issue with *City of Kent* that would, if left unresolved, lead to *KSU DRS* terminating this agreement.
10. **LIABILITY.** To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability from a claim with respect to that party's role in connection with this Agreement. It is specifically understood that no party will indemnify the other party. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.
11. **INSURANCE.** Each party shall provide and maintain policies of general liability (including contractual liability) insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate to insure each party, its employees, and agents. Each party shall provide to the other party a certificate of insurance coverage specifically evidencing such coverage and must resubmit a certificate without notice each year. Each party shall provide the other party at

least thirty (30) days' prior written notice of any material change, cancellation or termination of such insurance coverage.

12. **NO AGENCY.** Nothing herein shall be construed to create an agency relationship between the *KSU DRS* and *City of Kent*, or any employment relationship between *City of Kent* and any staff member provided by *KSU* to perform the services under this Agreement. *City of Kent* will not represent to be or hold itself out as an agent of the University at any time during the term of this Agreement.
13. **NON-WAIVER.** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
14. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
15. **CHOICE OF LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.
16. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement the day and the year first above written

Kent State University Representative:

By: _____

Title: _____

Date: _____

Veoride Representative:

By: _____

Title: _____

Date: _____

City of Kent, Ohio Representative:

By: _____

Title: _____

Date: _____

Approved as to form:

Hope Jones, Law Director
City of Kent, Ohio

Certificate of Director of Budget and Finance

It is hereby certified that the amount FIVE THOUSAND Dollars (\$5,000) 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 free from any obligation or certificates now outstanding.

Dave Coffee, Director of Budget and Finance

Date

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Dawn Bishop

FROM: Jim Bowling *SB*

DATE: April 1, 2019

RE: ODOT - Participatory Legislation
POR SR 59 0.00 (PID 110168)

The Service Department is requesting City Council's approval of the attached Participatory Legislation for the above referenced project. The project, which is part of the Ohio Department of Transportation's (ODOT) urban paving program, includes the resurfacing of SR 59 from the Stow/Kent corporation limit to S. Mantua Street. The legislation requires that the City pay twenty percent (20%) of the milling and resurfacing costs. In addition, the City will be required to pay one hundred percent (100%) of the costs to perform pavement repairs and install/upgrade curb ramps as necessary to ensure compliance with the Americans with Disabilities Act (ADA). In order to assist the City pay for the project, the Akron Metropolitan Area Transportation Study (AMATS) has agreed to pay eighty percent (80%) of the pavement repairs up to a maximum contribution of \$150,000.

ODOT and Kent have determined an initial budget estimate of \$1,087,500 for the project with \$770,000 to be paid using Federal Funds and \$317,500 to be paid by the City of Kent. This estimate does budget for costs funded 100% by the City. I have attached ODOT's request and the budgetary amounts for your reference. Lastly, in preparation for the resurfacing, Central Maintenance will be repairing the catch basins in the project area prior to the resurfacing. Currently the project is scheduled for construction in 2020.

We appreciate City Council's consideration of this request.

c: Melanie Baker
Harrison Wicks
Hope Jones
Pat Homan
file



James Bowling <bowlingj@kent-ohio.org>

PID 110168 POR SR-59-0.00 Preliminary Participatory Legislation Kent

1 message

Linda.Gabauer@dot.ohio.gov <Linda.Gabauer@dot.ohio.gov>

Mon, Mar 25, 2019 at 12:55 PM

To: "bowlingj@kent-ohio.org" <bowlingj@kent-ohio.org>

Cc: "Jim.Bruner@dot.ohio.gov" <Jim.Bruner@dot.ohio.gov>, "Steve.Rebillot@dot.ohio.gov" <Steve.Rebillot@dot.ohio.gov>, "Douglas.Yard@dot.ohio.gov" <Douglas.Yard@dot.ohio.gov>

Dear Mr. Bowling:

Attached please find the Preliminary Participatory Legislation for the subject project. Once the legislation is passed, and the Certificate of Copy form is complete, please scan and reply to all in this email.

If you have any questions, please contact Jim Bruner at 330.786.4924. Thank you.

Respectfully,

Linda R. Gabauer*Program Administrator 2/Capital Programs*

ODOT District 4

2088 S. Arlington Road, Akron OH 44306

330.786.2271

www.transportation.ohio.gov**PID 110168 POR 59-0.00 Preliminary Participatory Legislation Kent.docx**

22K

PRELIMINARY PARTICIPATORY LEGISLATION

RC 5521.01

Ordinance/Resolution# _____

PID No. 110168

County/Route/Section POR SR-59-0.00

The following is _____ enacted by the City of Kent of Portage
(An Ordinance/a Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Resurfacing of POR SR-59 from Summit/Portage County line to South Mantua Street in the City of Kent.

NOW, THEREFORE, be it ordained by the City of Kent of Portage County, Ohio.
(LPA)

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA agrees to participate in the cost of construction within the city limits at twenty percent (20%) total cost.

The LPA further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

(Optional-if required) The LPA further agrees to pay One Hundred Percent (100%) of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION V - Authority to Sign

The _____ of said _____ City of Kent _____ is hereby empowered on
(Contractual Agent) (LPA)
behalf of the _____ City of Kent _____ to enter into contracts with ODOT pre-qualified consultants
(LPA)

for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project.

Upon the request of ODOT, the _____ is also empowered to assign all rights,
(Contractual Agent)
title, and interests of the _____ City of Kent _____ to ODOT arising from any agreement with its
(LPA)

consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Passed: _____, 20_____
(Date)

Attested: _____ (Clerk) _____ (Officer of LPA - title)

Attested: _____ (Title) _____ (President of Council)

This _____ is hereby declared to be an emergency measure to
(Ordinance/Resolution)
expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO

_____ of _____
(LPA) Portage County, Ohio,

_____, as Clerk of the _____
(LPA) City of Kent

of _____ County, Ohio, do hereby certify that the forgoing is a true and
correct copy of _____ adopted by the legislative Authority of the said
(Ordinance/Resolution)

_____ on the _____ day of _____, 20____
(LPA) City of Kent

that the publication of such _____ has been made and certified of
(Ordinance/Resolution)

record according to law; that no proceedings looking to a referendum upon such
_____ have been taken; and that such _____

(Ordinance/Resolution) _____ (Ordinance/Resolution)

and certificate of publication thereof are of record in _____ Page _____
(Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if
applicable, this _____ day of _____, 20____

CITY SEAL

Clerk

_____ of _____
(LPA) City of Kent Portage County, Ohio

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No
Seal is required to accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.
For the _____ City of Kent _____ of _____ Portage _____ County, Ohio
(LPA)

Attest: _____, Date _____

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation



James Bowling <bowlingj@kent-ohio.org>

PID# 110168, POR SR59 0.00

1 message

Steve.Rebillot@dot.ohio.gov <Steve.Rebillot@dot.ohio.gov>

To: "DPulay@akronohio.gov" <DPulay@akronohio.gov>, James Bowling <bowlingj@kent-ohio.org>

Cc: "Jack.Noble@dot.ohio.gov" <Jack.Noble@dot.ohio.gov>, "Douglas.Yard@dot.ohio.gov" <Douglas.Yard@dot.ohio.gov>, "Nicholas.Chaney@dot.ohio.gov" <Nicholas.Chaney@dot.ohio.gov>, "Brian.Peck@dot.ohio.gov" <Brian.Peck@dot.ohio.gov>, "Edward.Deley@dot.ohio.gov" <Edward.Deley@dot.ohio.gov>, "Chad.Root@dot.ohio.gov" <Chad.Root@dot.ohio.gov>, "Jim.Bruner@dot.ohio.gov" <Jim.Bruner@dot.ohio.gov>, "Baker,Curtis" <CBaker@akronohio.gov>, "Justin.Chesnic@dot.ohio.gov" <Justin.Chesnic@dot.ohio.gov>, Melanie Baker <mbaker@kent-ohio.org>, Pat Homan <homan@kent-ohio.org>

Tue, Mar 26, 2019 at 10:31 AM

Dave,

With the MPO funds added, we cannot utilize a Statewide Line Item (SLI) for this project.

Therefore, could you please add this project to an upcoming TIP Resolution, and we will get it added via FHWA Amendment this summer or fall.

CC FY 2020

Domain	Estimate Amount
Local Match	\$317,500.00
4BG7	\$317,500.00
Federal	\$770,000.00
4TA7/AMD4	\$150,000.00
4PF7/0004	\$620,000.00
Totals	\$1,087,500.00

Estimate Fund Summary

Domain	Estimate Amount
Local Match	\$48,000.00
LABR	\$48,000.00
Federal	\$32,000.00
LABR	\$32,000.00
Totals	\$80,000.00

Steve J. Rebillot

Planning Manager

ODOT District 4

2088 South Arlington Road, Akron, Ohio 44306

330.786.4921

transportation.ohio.gov



From: Pulay, Dave <DPulay@akronohio.gov>

Sent: Tuesday, March 26, 2019 9:54 AM

To: James Bowling <bowlingj@kent-ohio.org>; Rebillot, Steven <Steve.Rebillot@dot.ohio.gov>

PHASE	CONSTRUCTION		
PID	110168	ESTIMATE	\$1,167,500.00
		STIP REFERENCE ID	

SUBPHASE	Construction Contract	SUBPHASE ESTIMATE	\$1,087,500.00
-----------------	-----------------------	--------------------------	----------------

Event	Capital Maint. Type	Improvement Code	Estimate	Toll Revenue			
CO CO Contr 01	System Preservation	4R Maintenance - Resurfacing	\$775,000.00	\$0.00			
Line Number	Estimate Fund	Billing Fund	Type	Pro Rata	Estimate Amount	Toll Revenue Amount	Adjusted Amount
1	4PF7/0004		Federal	80%	\$620,000.00	\$0.00	\$620,000.00
2	4BG7	002	Local	20%	\$155,000.00	\$0.00	\$155,000.00
			Match				

Event	Capital Maint. Type	Improvement Code	Estimate	Toll Revenue			
CO Contr Kent Items	System Preservation	4R Maintenance - Resurfacing	\$187,500.00	\$0.00			
Line Number	Estimate Fund	Billing Fund	Type	Pro Rata	Estimate Amount	Toll Revenue Amount	Adjusted Amount
1	4TA7/AM04		Federal	80%	\$150,000.00	\$0.00	\$150,000.00
2	4BG7	002	Local	20%	\$37,500.00	\$0.00	\$37,500.00
			Match				

Event	Capital Maint. Type	Improvement Code	Estimate	Toll Revenue			
CO Kent Balance	System Preservation	4R Maintenance - Resurfacing	\$125,000.00	\$0.00			
Line Number	Estimate Fund	Billing Fund	Type	Pro Rata	Estimate Amount	Toll Revenue Amount	Adjusted Amount
1	4BG7	002	Local	100%	\$125,000.00	\$0.00	\$125,000.00
			Match				

SUBPHASE	Construction Engineering	SUBPHASE ESTIMATE	\$80,000.00
-----------------	--------------------------	--------------------------	-------------

Event	Capital Maint. Type	Improvement Code	Estimate	Toll Revenue			
CO CO Engr 01	System Preservation	Construction Engineering	\$40,000.00	\$0.00			
Line Number	Estimate Fund	Billing Fund	Type	Pro Rata	Estimate Amount	Toll Revenue Amount	Adjusted Amount
1	LABR		Federal	80%	\$32,000.00	\$0.00	\$32,000.00
2	LABR	002	Local	20%	\$8,000.00	\$0.00	\$8,000.00
			Match				

Event	Capital Maint. Type	Improvement Code	Construction	Estimate	Toll Revenue		
CO Engr Kent 01	System Preservation	Construction Engineering		\$40,000.00	\$0.00		
Line Number	Estimate Fund	Billing Fund	Type	Pro Rata	Estimate Amount	Toll Revenue Amount	Adjusted Amount
1	LABR	002	Local Match	100%	\$40,000.00	\$0.00	\$40,000.00

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CITY OF KENT, OHIO

DEPARTMENT OF PUBLIC SERVICE

MEMO

TO: Dave Ruller, City Manager
FROM: Melanie A. Baker, Service Director
DATE: 4/23/2019
SUBJECT: 208 Boundary Update

The City of Kent received notification in January of 2018 that as a part of NEFCO (Northeast Ohio Four County Regional Planning and Development Organization) responsibilities is to update and maintain the Clean Water Plan, also known as the 208 Plan. The plan was last updated in 2011. NEFCO was specifically looking to update Chapter 3 – Wastewater Management Facilities. This included information on the current maps and the facilities planning areas.

The City of Kent and Portage County Water Resources have been working diligently to complete this task and update the maps. Attached you will find the updated map. This map shows several changes.

The easiest changes were to the lines that were drawn through the middle of parcels rather than following the boundary or property lines. This is done on the north side of Kent and in the area of Horning Road.

The next easiest changes were those that had existing Resolutions and agreements with other Counties or Communities. This occurs on the west side of Kent with Summit County and the City of Stow.

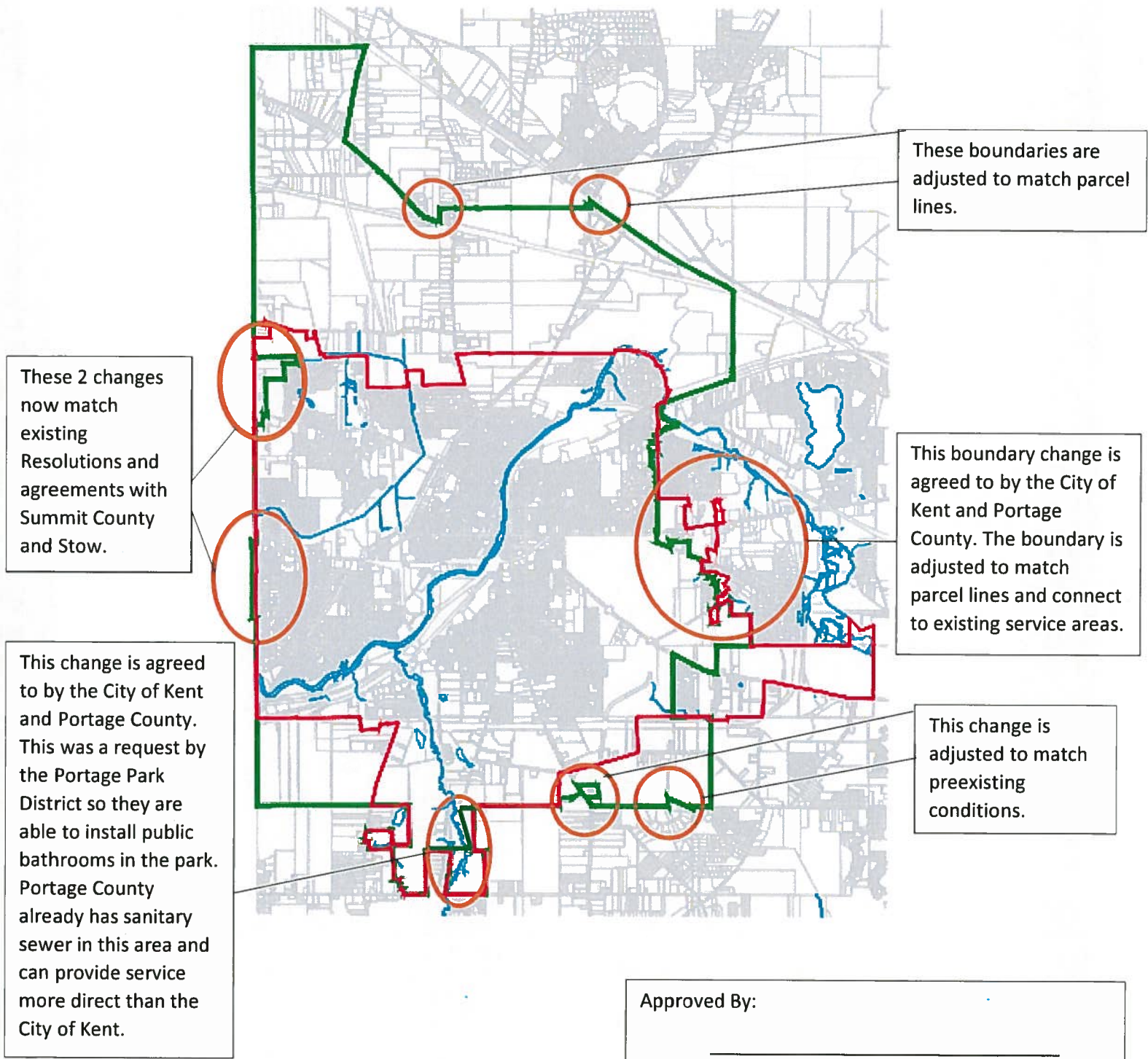
The other changes were those to match existing conditions and current service areas (areas where the sanitary sewer is actually existing and is servicing customers.) This occurs in the Horning Road area and on the south side of Kent on State Route 43 and Sherman Wood Drive.

The last area to change was on the south side of Kent on Howe Avenue across from the Pleasant Lakes development where there is property owned by the Portage Parks District. The Portage Parks District has asked to install bathrooms in 2021. The County currently has sanitary sewer to Pleasant Lakes, so connection to the County system is currently available and makes more sense. Therefore we adjusted the line to allow the Park property to tie into the County's system.

As of December 20, 2018 this map was agreed to by Portage County and confirmed in an email on March 23, 2019.

I am respectfully requesting approval of these plan changes so that we may submit them to NEFCO for adoption.

Proposed 208 Boundary Update May 2019



City Boundary — Changes ○
 208 Boundary —

Approved By:

 Gene Roberts, Portage County Date
 Water Resources Director

 Melanie A. Baker, City of Kent Date
 Service Director

**City of Kent
Income Tax Division**

March 31, 2019

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

Monthly Receipts

Total receipts for the month of March, 2019	\$1,125,424
Total receipts for the month of March, 2018	\$1,051,604
Total receipts for the month of March, 2017	\$1,133,943

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, 2019	\$3,414,213	23.71%
Total receipts January 1 through March 31, 2018	\$3,267,321	22.71%
Total receipts January 1 through March 31, 2017	\$3,434,836	23.39%

Year-to-date Receipts Through March 31, 2019 - 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>
2019	\$ 14,400,180	\$ 14,400,180	\$ 3,414,213	23.71%	76.29%

Comparisons of Total Annual Receipts for Previous Ten Years

<u>Year</u>	<u>Total Receipts</u>	<u>Change From Prior Year</u>
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%
2018	\$ 14,384,958	-2.06%

Submitted by



Director of Budget and Finance

2019 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
(Excluding 0.25% Police Facility Receipts)
as of Month Ended March 31, 2019

Monthly Receipts				Comparisons	
Month	2017	2018	2019	Amount	Percent Change
January	\$ 1,228,846	\$ 1,153,204	\$ 1,146,434	\$ (6,771)	-0.59%
February	1,072,047	\$ 1,062,513	\$ 1,142,355	79,842	7.51%
March	1,133,943	\$ 1,051,604	\$ 1,125,424	73,821	7.02%
April	1,561,337	\$ 1,656,767			
May	1,233,090	\$ 1,229,804			
June	1,291,517	\$ 1,266,792			
July	1,161,945	\$ 1,054,319			
August	1,116,420	\$ 1,073,511			
September	1,175,347	\$ 1,290,237			
October	1,215,670	\$ 1,110,361			
November	1,162,952	\$ 1,010,080			
December	1,334,259	\$ 1,425,765			
Totals	\$ 14,687,372	\$ 14,384,958	\$ 3,414,213		

Year-to-Date Receipts				Comparisons	
Month	2017	2018	2019	Amount	Percent Change
January	\$ 1,228,846	\$ 1,153,204	\$ 1,146,434	\$ (6,771)	-0.59%
February	2,300,893	2,215,718	2,288,789	73,071	3.30%
March	3,434,836	3,267,321	3,414,213	146,892	4.50%
April	4,996,173	4,924,088			
May	6,229,263	6,153,892			
June	7,520,780	7,420,684			
July	8,682,725	8,475,003			
August	9,799,145	9,548,514			
September	10,974,491	10,838,752			
October	12,190,161	11,949,112			
November	13,353,113	12,959,193			
December	14,687,372	14,384,958			
Totals	\$ 14,687,372	\$ 14,384,958			

2019 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, 2019

Monthly Receipts				Comparisons	
Month	2017	2018	2019	Amount	Percent Change
January	\$ 436,131	\$ 441,024	\$ 432,020	\$ (9,004)	-2.04%
February	398,208	\$ 408,429	\$ 402,645	(5,784)	-1.42%
March	441,069	\$ 439,804	\$ 429,564	(10,240)	-2.33%
April	474,495	\$ 475,808			
May	428,818	\$ 434,264			
June	425,646	\$ 437,151			
July	403,532	\$ 392,738			
August	417,678	\$ 417,869			
September	356,602	\$ 398,667			
October	471,742	\$ 425,598			
November	445,247	\$ 450,474			
December	445,693	\$ 430,640			
Totals	\$ 5,144,861	\$ 5,152,467	\$ 1,264,228		

Year-to-Date Receipts				Comparisons	
Month	2017	2018	2019	Amount	Percent Change
January	\$ 436,131	\$ 441,024	\$ 432,020	\$ (9,004)	-2.04%
February	834,338	849,453	834,665	(14,788)	-1.74%
March	1,275,407	1,289,257	1,264,228	(25,029)	-1.94%
April	1,749,902	1,765,066			
May	2,178,721	2,199,330			
June	2,604,367	2,636,481			
July	3,007,898	3,029,218			
August	3,425,576	3,447,088			
September	3,782,178	3,845,755			
October	4,253,920	4,271,352			
November	4,699,167	4,721,826			
December	5,144,861	5,152,467			
Totals	\$ 5,144,861	\$ 5,152,467			

2019 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 Ten Years

Year	Total Receipts	Percent Change
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	\$ 5,152,467	0.15%

2019 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, 2019

Monthly Receipts				Comparisons	
Month	2017	2018	2019	Amount	Percent Change
January	\$ 153,588	\$ 144,134	\$ 143,288	\$ (846)	-0.59%
February	133,991	\$ 132,799	\$ 142,778	\$ 9,979	7.51%
March	141,727	\$ 131,436	\$ 140,662	\$ 9,227	7.02%
April	195,145	\$ 207,073			
May	154,119	\$ 153,708			
June	161,421	\$ 158,331			
July	145,227	\$ 131,775			
August	139,537	\$ 134,174			
September	146,902	\$ 161,261			
October	151,942	\$ 138,780			
November	145,353	\$ 126,246			
December	166,764	\$ 178,201			
Totals	\$ 1,835,715	\$ 1,797,917	\$ 426,729		

Year-to-Date Receipts				Comparisons	
Month	2017	2018	2019	Amount	Percent Change
January	\$ 153,588	\$ 144,134	\$ 143,288	\$ (846)	-0.59%
February	\$ 287,579	\$ 276,934	286,066	\$ 9,133	3.30%
March	\$ 429,306	\$ 408,369	426,729	\$ 18,359	4.50%
April	\$ 624,451	\$ 615,442			
May	\$ 778,570	\$ 769,150			
June	\$ 939,992	\$ 927,481			
July	\$ 1,085,218	\$ 1,059,256			
August	\$ 1,224,755	\$ 1,193,430			
September	\$ 1,371,657	\$ 1,354,691			
October	\$ 1,523,599	\$ 1,493,471			
November	\$ 1,668,951	\$ 1,619,717			
December	\$ 1,835,715	\$ 1,797,917			
Totals	\$ 1,835,715	\$ 1,797,917			

2019 CITY OF KENT, OHIO
Comparison of Total Income Tax Receipts - Including Police Facility Receipts
as of Month Ended March 31, 2019

Monthly Receipts				Comparisons	
Month	2017	2018	2019	Amount	Percent Change
January	\$ 1,382,434	\$ 1,297,339	\$ 1,289,722	\$ (7,617)	-0.59%
February	\$ 1,206,038	\$ 1,195,312	1,285,134	89,821	7.51%
March	\$ 1,275,670	\$ 1,183,039	1,266,086	83,047	7.02%
April	\$ 1,756,482	\$ 1,863,839			
May	\$ 1,387,209	\$ 1,383,512			
June	\$ 1,452,938	\$ 1,425,124			
July	\$ 1,307,171	\$ 1,186,094			
August	\$ 1,255,957	\$ 1,207,685			
September	\$ 1,322,249	\$ 1,451,498			
October	\$ 1,367,611	\$ 1,249,141			
November	\$ 1,308,304	\$ 1,136,326			
December	\$ 1,501,023	\$ 1,603,965			
Totals	\$ 16,523,087	\$ 16,182,875	\$ 3,840,942		

Year-to-Date Receipts				Comparisons	
Month	2017	2018	2019	Amount	Percent Change
January	\$ 1,382,434	\$ 1,297,339	\$ 1,289,722	\$ (7,617)	-0.59%
February	2,588,472	2,492,651	2,574,855	82,204	3.30%
March	3,864,142	3,675,690	3,840,942	165,251	4.50%
April	5,620,624	5,539,530			
May	7,007,833	6,923,042			
June	8,460,772	8,348,165			
July	9,767,943	9,534,260			
August	11,023,900	10,741,944			
September	12,346,149	12,193,443			
October	13,713,760	13,442,583			
November	15,022,064	14,578,910			
December	16,523,087	16,182,875			
Totals	\$ 16,523,087	\$ 16,182,875			



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT FEBRUARY 2019

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		
2019	2018	2017	2019	2018	2017
54	39	38	96	81	78
15	15	7	25	33	13
19	19	17	45	22	27
0	0	0	0	2	0
6	4	3	9	4	3
94	77	65	175	142	121

Summary of Mutual Aid Received by Location

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

0	0	0	0	2	2
0	1	0	0	1	0
0	1	0	0	1	0
0	0	0	0	0	0
0	2	0	0	4	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		
2019	2018	2017	2019	2018	2017
202	186	187	450	388	420
27	34	28	49	53	49
45	49	36	105	93	75
1	2	1	1	2	1
3	1	2	4	7	7
278	272	254	609	543	552

Summary of Mutual Aid Received by Location

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

3	1	1	3	4	1
0	0	0	0	0	0
0	0	1	2	0	1
0	0	0	0	0	0
3	1	2	5	4	2

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

372	349	319	784	685	673
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TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

375	352	321	789	693	677
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**KENT POLICE DEPARTMENT
MARCH 2019**

	MARCH 2018	MARCH 2019	TOTAL 2018	TOTAL 2019
CALLS FOR SERVICE	2042	2542	5849	7412
FIRE CALLS	367	375	1060	1164
ARRESTS, TOTAL	151	146	369	380
JUVENILE ARRESTS	6	10	17	18
O.V.I. ARRESTS	10	13	36	32
TRAFFIC CITATIONS	221	278	639	841
PARKING TICKETS	974	886	1944	2868
ACCIDENT REPORTS				
Property Damage	60	60	200	178
Injury	27	34	112	124
Private Property	11	1	26	2
Hit-Skip	18	17	49	42
OVI Related	4	7	10	7
Pedestrians	0	0	2	0
Fatals	0	1	1	3
Fatals	0	0	0	0
U.C.R. STATISTICS				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	2	1	3	3
Assault Total	14	15	41	38
Serious		0		2
Simple	14	13	37	35
Burglary	4	5	13	15
Larceny	24	19	70	73
Auto Theft	0	4	2	4
Arson	0	0	0	0
Human Trafficking:Servitude	0	0	0	0
Human Trafficking:Sex Acts	0	0	0	0
TOTAL	44	44	129	133
CRIME CLEARANCES				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	0	0	0	0
Assault Total	11	8	31	32
Serious		0		2
Simple	11	6	28	30
Burglary	2	1	4	5
Larceny	4	3	10	8
Auto Theft	0	0	0	0
Arson	0	0	0	0
Human Trafficking:Servitude	0	0	0	0
Human Trafficking:Sex Acts	0	0	0	0
TOTAL	17	12	45	45



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT Building Services Division

To: Dave Ruller
City Manager

From: Bridget Susel
Community Development Director *B.S.*

Date: April 9, 2019

RE: Monthly Permit and Zoning Complaint Report – March, 2019

Attached are the monthly reports per Council's request. If you have questions or require further information, please let us know.

Permit Revenue Report

Payment Date Range 03/01/19 - 03/28/19

Summary Listing

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type ARB-ARCHITECTURAL REVIEW BOARD						
ARB CERT APPROP - ARCHITECTURAL REVIEW CERT OF APPROPRIATENESS		1	0	100.00	.00	100.00
ARB SIGN REVIEW - SIGN REVIEW FOR ARCHITECTURAL REVIEW BOARD		1	0	50.00	.00	50.00
Permit Type ARB-ARCHITECTURAL REVIEW BOARD Totals						
		2	0	\$150.00	\$0.00	\$150.00
Permit Type BZA-BOARD OF ZONING APPEALS						
BZA - BOARD OF BUILDING APPEALS		1	0	50.00	.00	50.00
Permit Type BZA-BOARD OF ZONING APPEALS Totals						
		1	0	\$50.00	\$0.00	\$50.00
Permit Type DEMOLITION-DEMOLITION						
1% BBS - 1% BBS		3	0	1.25	.00	1.25
EXCAVATION - EXCAVATION		2	0	40.00	.00	40.00
RES-DEMO ACSRY - Residential Demolition/Moving Accessory Building		1	0	25.00	.00	25.00
RES-DEMO/MOVE - Residential Demolition/Moving		2	0	100.00	.00	100.00
Permit Type DEMOLITION-DEMOLITION Totals						
		8	0	\$166.25	\$0.00	\$166.25
Permit Type ELECTRICAL COMM-ELECTRICAL COMMERCIAL						
3% BBS - 3% BBS		9	0	14.06	.00	14.06
COM-ELEC REPAIR - Commercial Electric Repair/Remodel		3	0	168.61	.00	168.61
CRES-ELECT RPAIR - Commercial Residential Electric Repair/Remodel		6	0	300.00	.00	300.00
Permit Type ELECTRICAL COMM-ELECTRICAL COMMERCIAL Totals						
		18	0	\$482.67	\$0.00	\$482.67
Permit Type ELECTRICAL RES-ELECTRICAL RESIDENTIAL						
1% BBS - 1% BBS		4	0	2.00	.00	2.00
RES-ELEC REPAIR - Residential Electric Remodel/Repair		4	0	200.00	.00	200.00
Permit Type ELECTRICAL RES-ELECTRICAL RESIDENTIAL Totals						
		8	0	\$202.00	\$0.00	\$202.00
Permit Type ENGINEERING COM-ENGINEERING COMMERCIAL						
EXCAVATION - EXCAVATION		2	0	40.00	.00	40.00
W-TAP ONLY 6" - WATER TAP 6"		1	0	300.00	.00	300.00
WATER FEE - WATER FEE		2	0	50.00	.00	50.00
WATER MISC PARTS - WATER MISC PARTS		1	0	4,380.00	.00	4,380.00
Permit Type ENGINEERING COM-ENGINEERING COMMERCIAL Totals						
		6	0	\$4,770.00	\$0.00	\$4,770.00
Permit Type ENGINEERING RES-ENGINEERING RESIDENTIAL						
BOND-EXCAVATION - EXCAVATION BOND		1	0	1,000.00	.00	1,000.00
EXCAVATION - EXCAVATION		4	0	80.00	.00	80.00
SEWER RES - SEWER RESIDENTIAL		1	0	25.00	.00	25.00
STORM RES PERMIT - STORM SEWER RESIDENTIAL PERMIT		1	0	25.00	.00	25.00
WATER FEE - WATER FEE		2	0	50.00	.00	50.00
Permit Type ENGINEERING RES-ENGINEERING RESIDENTIAL Totals						
		9	0	\$1,180.00	\$0.00	\$1,180.00
Permit Type EXISTING COMM-EXISTING COMMERCIAL						
3% BBS - 3% BBS		2	0	4.02	.00	4.02
COM-BUILD REPAIR - Commercial Building Repair/Remodel		1	0	84.00	.00	84.00

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type EXISTING COMM-EXISTING COMMERCIAL						
COM-SIGN/AWN/CAN - Commercial Signs Awnings Canopies		1	0	50.00	.00	50.00
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews		4	0	187.50	.00	187.50
PLAN REVIEW 4+ - Plan Review for 4 or More Reviews		2	0	287.50	.00	287.50
Permit Type EXISTING COMM-EXISTING COMMERCIAL Totals						
		10	0	\$613.02	\$0.00	\$613.02
Permit Type EXISTING RES-EXISTING RESIDENTIAL						
1% BBS - 1% BBS		3	0	1.84	.00	1.84
RES-BUILD ADD 1 - Residential Building Addition- Single Family		1	0	83.60	.00	83.60
RES-BUILD REPAIR - Residential Building Remodel/Repair		2	0	100.00	.00	100.00
Permit Type EXISTING RES-EXISTING RESIDENTIAL Totals						
		6	0	\$185.44	\$0.00	\$185.44
Permit Type FIRE ALARM-FIRE ALARM						
3% BBS - 3% BBS		1	0	1.73	.00	1.73
COM-SUPR SYS RPR - Commercial Suppression Systems Repair/Remodel		1	0	57.65	.00	57.65
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews		1	0	93.75	.00	93.75
PLAN REVIEW 4+ - Plan Review for 4 or More Reviews		1	0	187.50	.00	187.50
Permit Type FIRE ALARM-FIRE ALARM Totals						
		4	0	\$340.63	\$0.00	\$340.63
Permit Type FIRE SUPPRESSION-FIRE SUPPRESSION						
3% BBS - 3% BBS		1	0	14.25	.00	14.25
COM-SUPR SYS ADD - Commercial Suppression Systems Addition		1	0	475.09	.00	475.09
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews		2	0	56.25	.00	56.25
Permit Type FIRE SUPPRESSION-FIRE SUPPRESSION Totals						
		4	0	\$545.59	\$0.00	\$545.59
Permit Type HVAC COMM-HVAC COMMERCIAL						
3% BBS - 3% BBS		6	0	11.01	.00	11.01
COM-HVAC REPAIR - Commercial HVAC Repair/Remodel		1	0	67.00	.00	67.00
COM-HVAC REPLACE - Commercial HVAC Replacement		5	0	300.00	.00	300.00
Permit Type HVAC COMM-HVAC COMMERCIAL Totals						
		12	0	\$378.01	\$0.00	\$378.01
Permit Type HVAC RES-HVAC RESIDENTIAL						
1% BBS - 1% BBS		11	0	5.40	.00	5.40
RES-HVAC NEW - Residential HVAC New		1	0	100.00	.00	100.00
RES-HVAC OWN RPL - Residential HVAC Owner Occupied Replacement		4	0	140.00	.00	140.00
RES-HVAC REPAIR - Residential HVAC Repair/Remodel		6	0	300.00	.00	300.00
Permit Type HVAC RES-HVAC RESIDENTIAL Totals						
		22	0	\$545.40	\$0.00	\$545.40
Permit Type NEW COMM-NEW COMMERCIAL						
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews		1	0	150.00	.00	150.00
Permit Type NEW COMM-NEW COMMERCIAL Totals						
		1	0	\$150.00	\$0.00	\$150.00
Permit Type PC-PLANNING COMMISSION						
PC - PLANNING COMMISSION		1	0	100.00	.00	100.00
Permit Type PC-PLANNING COMMISSION Totals						
		1	0	\$100.00	\$0.00	\$100.00

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type PLUMB COMM-PLUMBING COMMERCIAL						
3% BBS - 3% BBS		8	0	37.00	.00	37.00
COM-PLUMB ADD - Commercial Plumbing Addition		1	0	733.35	.00	733.35
COM-PLUMB REPAIR - Commercial Plumbing Repair/Remodel		1	0	50.00	.00	50.00
CRES-PLUMB RPAIR - Commercial Residential Plumbing Repair/Remodel		6	0	450.00	.00	450.00
Permit Type PLUMB COMM-PLUMBING COMMERCIAL Totals						
		16	0	\$1,270.35	\$0.00	\$1,270.35
Permit Type PLUMB RES-PLUMBING RESIDENTIAL						
1% BBS - 1% BBS		10	0	4.90	.00	4.90
RES-PLUMB OWN RP - Residential Plumbing Owner Occupied Replacement		4	0	140.00	.00	140.00
RES-PLUMB REPAIR - Residential Plumbing Repair/Remodel		5	0	250.00	.00	250.00
RES-PLUMBING NEW - Residential Plumbing New		1	0	100.00	.00	100.00
Permit Type PLUMB RES-PLUMBING RESIDENTIAL Totals						
		20	0	\$494.90	\$0.00	\$494.90
Permit Type SIGN/AWNINGS-SIGN/AWNINGS						
COM-ZONING TSIGN - Commercial Zoning Temporary Signs		1	0	25.00	.00	25.00
Permit Type SIGN/AWNINGS-SIGN/AWNINGS Totals						
		1	0	\$25.00	\$0.00	\$25.00
Permit Type ZONING-ZONING						
COM-ZONING PSIGN - Commercial Zoning Permanent Signs		1	0	50.00	.00	50.00
CRES-ZONING ADD - Commercial Residential Zoning Addition		1	0	100.00	.00	100.00
RES-ZONING - Residential Zoning Fence Pool Etc		1	0	25.00	.00	25.00
RES-ZONING ADD - Residential Zoning Addition		1	0	25.00	.00	25.00
Permit Type ZONING-ZONING Totals						
		4	0	\$200.00	\$0.00	\$200.00
Grand Totals						
		153	0	\$11,849.26	\$0.00	\$11,849.26

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type ARB-ARCHITECTURAL REVIEW BOARD						
ARB CERT APPROP - ARCHITECTURAL REVIEW CERT OF APPROPRIATENESS						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
03/22/2019	Payment Monies Received	ARB19-002	ARTHUR PROPERTY MANAGEMENT	100.00	100.00	100.00
ARB SIGN REVIEW - SIGN REVIEW FOR ARCHITECTURAL REVIEW BOARD						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
03/28/2019	Payment Monies Received	ARB19-003	GDI	50.00	50.00	50.00
Permit Type ARB-ARCHITECTURAL REVIEW BOARD Totals						
				\$150.00	\$0.00	\$150.00
Permit Type BZA-BOARD OF ZONING APPEALS						
BZA - BOARD OF BUILDING APPEALS						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
03/05/2019	Payment Monies Received	BZ19-006	ACE OF KENT LLC	50.00	50.00	50.00
Permit Type BZA-BOARD OF ZONING APPEALS Totals						
				\$50.00	\$0.00	\$50.00
Permit Type DEMOLITION-DEMOLITION						
1% BBS - 1% BBS						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
03/08/2019	Payment Monies Received	2019-00000112	ROUGH BEAST INVESTMENTS LLC	.25	.25	1.25
03/12/2019	Payment Monies Received	2019-00000129	BATTAGLIA CONSTRUCTION	.50	.50	
03/12/2019	Payment Monies Received	2019-00000130	BATTAGLIA CONSTRUCTION	.50	.50	
				\$1.25		
EXCAVATION - EXCAVATION						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
03/12/2019	Payment Monies Received	2019-00000129	BATTAGLIA CONSTRUCTION	20.00	20.00	40.00
03/12/2019	Payment Monies Received	2019-00000130	BATTAGLIA CONSTRUCTION	20.00	20.00	
				\$40.00		
RES-DEMO ACCSRY - Residential Demolition/Moving Accessory Building						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
03/08/2019	Payment Monies Received	2019-00000112	ROUGH BEAST INVESTMENTS LLC	25.00	25.00	25.00
RES-DEMO/MOVE - Residential Demolition/Moving						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
03/12/2019	Payment Monies Received	2019-00000129	BATTAGLIA CONSTRUCTION	50.00	50.00	100.00
03/12/2019	Payment Monies Received	2019-00000130	BATTAGLIA CONSTRUCTION	50.00	50.00	
				\$100.00		

Fee Code	Permit Type	Transaction Type	Date	Permit Number	Issued To	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
DEMOLITION-DEMOLITION										
Permit Type DEMOLITION-DEMOLITION Totals										
Permit Type ELECTRICAL COMM-ELECTRICAL COMMERCIAL										
3% BBS - 3% BBS										
		<i>Transaction Type</i>	<i>Date</i>	<i>Permit Number</i>	<i>Issued To</i>				<i>Amount</i>	
		Payment Monies Received	03/05/2019	2019-00000107	SIEFER ELECTRIC, INC	8	0	\$166.25	\$0.00	\$166.25
		Payment Monies Received	03/07/2019	2019-00000065	BRADY SIGN CO					
		Payment Monies Received	03/14/2019	2019-00000136	BUCKEYE ELECTRICAL SOLUTIONS LLC					
		Payment Monies Received	03/14/2019	2019-00000137	BERWIN ELECTRIC, INC.				1.50	14.06
		Payment Monies Received	03/14/2019	2019-00000138	BERWIN ELECTRIC, INC.				1.55	
		Payment Monies Received	03/14/2019	2019-00000139	BERWIN ELECTRIC, INC.				1.50	
		Payment Monies Received	03/20/2019	2019-00000151	THOMPSON ELECTRIC				1.50	
		Payment Monies Received	03/20/2019	2019-00000154	THOMPSON ELECTRIC				1.50	
		Payment Monies Received	03/28/2019	2019-00000134	SIEFER ELECTRIC, INC				2.01	
									\$14.06	
COM-ELEC REPAIR - Commercial Electric Repair/Remodel										
Permit Type COM-ELEC REPAIR - Commercial Electric Repair/Remodel Totals										
		<i>Transaction Type</i>	<i>Date</i>	<i>Permit Number</i>	<i>Issued To</i>	3	0	168.61	.00	168.61
		Payment Monies Received	03/05/2019	2019-00000107	SIEFER ELECTRIC, INC				50.00	
		Payment Monies Received	03/07/2019	2019-00000065	BRADY SIGN CO				51.61	
		Payment Monies Received	03/28/2019	2019-00000134	SIEFER ELECTRIC, INC				67.00	
									\$168.61	
CRES-ELECT RPAIR - Commercial Residential Electric Repair/Remodel										
Permit Type CRES-ELECT RPAIR - Commercial Residential Electric Repair/Remodel Totals										
		<i>Transaction Type</i>	<i>Date</i>	<i>Permit Number</i>	<i>Issued To</i>	6	0	300.00	.00	300.00
		Payment Monies Received	03/14/2019	2019-00000136	BUCKEYE ELECTRICAL SOLUTIONS LLC				50.00	
		Payment Monies Received	03/14/2019	2019-00000137	BERWIN ELECTRIC, INC.				50.00	
		Payment Monies Received	03/14/2019	2019-00000138	BERWIN ELECTRIC, INC.				50.00	
		Payment Monies Received	03/14/2019	2019-00000139	BERWIN ELECTRIC, INC.				50.00	
		Payment Monies Received	03/20/2019	2019-00000151	THOMPSON ELECTRIC				50.00	
		Payment Monies Received	03/20/2019	2019-00000154	THOMPSON ELECTRIC				50.00	
									\$300.00	
ELECTRICAL COMM-ELECTRICAL COMMERCIAL										
Permit Type ELECTRICAL COMM-ELECTRICAL COMMERCIAL Totals										
						18	0	\$482.67	\$0.00	\$482.67
ELECTRICAL RES-ELECTRICAL RESIDENTIAL										
Permit Type ELECTRICAL RES-ELECTRICAL RESIDENTIAL Totals										
		<i>Transaction Type</i>	<i>Date</i>	<i>Permit Number</i>	<i>Issued To</i>	4	0	2.00	.00	2.00
		Payment Monies Received	03/11/2019	2019-00000127	RED DOOR RENOVATIONS				.50	
		Payment Monies Received	03/25/2019	2019-00000147	MISSION ELECTRIC				.50	
		Payment Monies Received	03/25/2019	2019-00000156	RICK'S ELECTRIC, INC.				.50	
		Payment Monies Received	03/28/2019	2019-00000170	TITAN ELECTRIC SERVICES LLC				.50	
									\$2.00	

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Fee Code	Permit Type	Transaction Type	Permit Number	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
ELECTRICAL RES-RESIDENTIAL								
RES-ELEC REPAIR - Residential Electric Remodel/Repair				4	0	200.00	.00	200.00
		Transaction Type	Permit Number	Issued To			Amount	
		03/11/2019	2019-00000127	RED DOOR RENOVATIONS			50.00	
		03/25/2019	2019-00000147	MISSION ELECTRIC			50.00	
		03/25/2019	2019-00000156	RICK'S ELECTRIC, INC.			50.00	
		03/28/2019	2019-00000170	TITAN ELECTRIC SERVICES LLC			50.00	
							\$200.00	
ELECTRICAL RES-ELECTRICAL RESIDENTIAL Totals								
				8	0	\$202.00	\$0.00	\$202.00
ENGINEERING COM-ENGINEERING COMMERCIAL								
EXCAVATION - EXCAVATION				2	0	40.00	.00	40.00
		Transaction Type	Permit Number	Issued To			Amount	
		03/20/2019	2019-00000025	CAVANAUGH BUILDING CORP			20.00	
		03/20/2019	2019-00000026	HELMING EXCAVATING			20.00	
							\$40.00	
W-TAP ONLY 6" - WATER TAP 6" Totals								
				1	0	300.00	.00	300.00
		Transaction Type	Permit Number	Issued To			Amount	
		03/20/2019	2019-00000025	CAVANAUGH BUILDING CORP			300.00	
							\$300.00	
WATER FEE - WATER FEE Totals								
				2	0	50.00	.00	50.00
		Transaction Type	Permit Number	Issued To			Amount	
		03/20/2019	2019-00000025	CAVANAUGH BUILDING CORP			25.00	
		03/20/2019	2019-00000026	HELMING EXCAVATING			25.00	
							\$50.00	
WATER MISC PARTS - WATER MISC PARTS Totals								
				1	0	4,380.00	.00	4,380.00
		Transaction Type	Permit Number	Issued To			Amount	
		03/25/2019	2017-00000109	PRESBYTERIAN CHURCH OF KENT			4,380.00	
							\$4,380.00	
ENGINEERING COM-ENGINEERING COMMERCIAL Totals								
				6	0	\$4,770.00	\$0.00	\$4,770.00
ENGINEERING RES-ENGINEERING RESIDENTIAL								
BOND-EXCAVATION - EXCAVATION BOND				1	0	1,000.00	.00	1,000.00
		Transaction Type	Permit Number	Issued To			Amount	
		03/11/2019	2019-00000023	TS LANDSCAPING, LLC			1,000.00	
							\$1,000.00	
EXCAVATION - EXCAVATION Totals								
				4	0	80.00	.00	80.00
		Transaction Type	Permit Number	Issued To			Amount	
		03/11/2019	2019-00000023	TS LANDSCAPING, LLC			20.00	
		03/12/2019	2019-00000024	JASTAL PLUMBING			20.00	
		03/27/2019	2019-00000029	H JACK'S PLUMBING AND HEATING			20.00	
							\$80.00	

Fee Code	Permit Type	Transaction Type	Date	Permit Number	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
ENGINEERING RES-ENGINEERING RESIDENTIAL									
EXCAVATION - EXCAVATION		Payment Monies Received	03/27/2019	2019-00000030	4 Issued To KLINE & KAVALI	0	80.00	.00	80.00
								Amount 20.00	
								\$80.00	
SEWER RES - SEWER RESIDENTIAL									
		Payment Monies Received	03/12/2019	2019-00000024	1 Issued To JASTAL PLUMBING	0	25.00	.00	25.00
								Amount 25.00	
								\$25.00	
STORM RES PERMIT - STORM SEWER RESIDENTIAL PERMIT									
		Payment Monies Received	03/11/2019	2019-00000023	1 Issued To TS LANDSCAPING, LLC	0	25.00	.00	25.00
								Amount 25.00	
								\$25.00	
WATER FEE - WATER FEE									
		Payment Monies Received	03/27/2019	2019-00000029	2 Issued To H JACK'S PLUMBING AND HEATING	0	50.00	.00	50.00
		Payment Monies Received	03/27/2019	2019-00000030				Amount 25.00	
								25.00	
								\$50.00	
ENGINEERING RES-ENGINEERING RESIDENTIAL Totals									
					9	0	\$1,180.00	\$0.00	\$1,180.00
EXISTING COMM-EXISTING COMMERCIAL									
3% BBS - 3% BBS		Payment Monies Received	03/07/2019	2019-00000057	2 Issued To BRADY SIGN CO	0	4.02	.00	4.02
		Payment Monies Received	03/28/2019	2019-00000131				Amount 1.50	
								2.52	
								\$4.02	
Commercial Building Repair/Remodel									
		Payment Monies Received	03/28/2019	2019-00000131	1 Issued To KENT CITY SCHOOL BOARD OF EDUCATION	0	84.00	.00	84.00
								Amount 84.00	
								\$84.00	
Commercial Signs Awnings Canopies									
		Payment Monies Received	03/07/2019	2019-00000057	1 Issued To BRADY SIGN CO	0	50.00	.00	50.00
								Amount 50.00	
								\$50.00	
Plan Review for 3 or Less Reviews									
		Payment Monies Received	03/07/2019	2019-00000057	4 Issued To BRADY SIGN CO	0	187.50	.00	187.50
		Payment Monies Received	03/07/2019	2019-00000057				Amount 56.25	
		Payment Monies Received	03/07/2019	2019-00000057				18.75	
		Payment Monies Received	03/22/2019	2018-00000138				18.75	
								93.75	

Fee Code	Permit Type	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
EXISTING COMM-EXISTING COMMERCIAL							
PLAN REVIEW 4+ - Plan Review for 4 or More Reviews			2	0	287.50	.00	287.50
			<i>Issued To</i>			<i>Amount</i>	
03/01/2019	Payment Monies Received		2018-00000796	FMS CONSTRUCTION		37.50	
03/15/2019	Payment Monies Received		2018-00000786	MID CONTINENT CONSTRUCTION		250.00	
						\$287.50	
			10	0	\$613.02	\$0.00	\$613.02
EXISTING COMM-EXISTING COMMERCIAL Totals							
1% BBS - 1% BBS			3	0	1.84	.00	1.84
			<i>Issued To</i>			<i>Amount</i>	
03/08/2019	Payment Monies Received		2019-00000113	TES SERVICES		.84	
03/22/2019	Payment Monies Received		2019-00000157	I T S CONSTRUCTION INC		.50	
03/25/2019	Payment Monies Received		2019-00000148	MICHAEL HORNING DESIGN BUILD		.50	
						\$1.84	
			1	0	83.60	.00	83.60
RES-BUILD ADD 1 - Residential Building Addition- Single Family							
			<i>Issued To</i>			<i>Amount</i>	
03/08/2019	Payment Monies Received		2019-00000113	TES SERVICES		83.60	
						\$83.60	
			2	0	100.00	.00	100.00
RES-BUILD REPAIR - Residential Building Remodel/Repair							
			<i>Issued To</i>			<i>Amount</i>	
03/22/2019	Payment Monies Received		2019-00000157	I T S CONSTRUCTION INC		50.00	
03/25/2019	Payment Monies Received		2019-00000148	MICHAEL HORNING DESIGN BUILD		50.00	
						\$100.00	
			6	0	\$185.44	\$0.00	\$185.44
EXISTING RES-EXISTING RESIDENTIAL Totals							
EXISTING RES-EXISTING RESIDENTIAL							
3% BBS - 3% BBS			1	0	1.73	.00	1.73
			<i>Issued To</i>			<i>Amount</i>	
03/08/2019	Payment Monies Received		2019-00000104	GRUNAU COMPANY INC.		1.73	
						\$1.73	
			1	0	57.65	.00	57.65
COM-SUPR SYS RPR - Commercial Suppression Systems							
			<i>Issued To</i>			<i>Amount</i>	
03/08/2019	Payment Monies Received		2019-00000104	GRUNAU COMPANY INC.		57.65	
						\$57.65	
			1	0	93.75	.00	93.75
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews							
			<i>Issued To</i>			<i>Amount</i>	
03/25/2019	Payment Monies Received		2017-00000610	STRAYCO INC/DBA RADI-O-SOUND COMMUNICATION		93.75	

Fee Code	Permit Type	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
FIRE ALARM-FIRE ALARM							
PLAN REVIEW 4+ - Plan Review for 4 or More Reviews			1	0	187.50	.00	187.50
03/25/2019	Transaction Type	Permit Number	Issued To		Amount	Amount	
	Payment Monies Received	2017-00000610	STRAYCO INC/DBA RADI-O-SOUND COMMUNICATION		187.50	187.50	
					\$187.50		
			4	0	\$340.63	\$0.00	\$340.63
Permit Type FIRE ALARM-FIRE ALARM Totals							
3% BBS - 3% BBS			1	0	14.25	.00	14.25
03/20/2019	Transaction Type	Permit Number	Issued To		Amount	Amount	
	Payment Monies Received	2018-00000936	MORRIS BUILDING INC		14.25	14.25	
					\$14.25		
COM-SUPR SYS ADD - Commercial Suppression Systems Addition							
03/20/2019	Transaction Type	Permit Number	Issued To		Amount	Amount	
	Payment Monies Received	2018-00000936	MORRIS BUILDING INC		475.09	475.09	
					\$475.09		
			1	0	475.09	.00	475.09
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews							
03/15/2019	Transaction Type	Permit Number	Issued To		Amount	Amount	
03/25/2019	Payment Monies Received	2018-00000808	R G FIRE PROTECTION		37.50	37.50	
	Payment Monies Received	2018-00000808	R G FIRE PROTECTION		18.75	18.75	
					\$56.25		
			2	0	56.25	.00	56.25
Permit Type FIRE SUPPRESSION-FIRE SUPPRESSION Totals							
HVAC COMM-HVAC COMMERCIAL							
3% BBS - 3% BBS			4	0	\$545.59	\$0.00	\$545.59
03/11/2019	Transaction Type	Permit Number	Issued To		Amount	Amount	
03/11/2019	Payment Monies Received	2019-00000121	CROWN HEATING & COOLING INC		1.50	1.50	
03/11/2019	Payment Monies Received	2019-00000122	CROWN HEATING & COOLING INC		1.50	1.50	
03/11/2019	Payment Monies Received	2019-00000123	CROWN HEATING & COOLING INC		1.50	1.50	
03/11/2019	Payment Monies Received	2019-00000124	CROWN HEATING & COOLING INC		1.50	1.50	
03/13/2019	Payment Monies Received	2019-00000135	APOLLO HEATING & COOLING		3.00	3.00	
03/28/2019	Payment Monies Received	2019-00000132	WRIGHT HEATING & AIR CONDITIONING		2.01	2.01	
					\$11.01		
			6	0	11.01	.00	11.01
COM-HVAC REPAIR - Commercial HVAC Repair/Remodel							
03/28/2019	Transaction Type	Permit Number	Issued To		Amount	Amount	
	Payment Monies Received	2019-00000132	WRIGHT HEATING & AIR CONDITIONING		67.00	67.00	
					\$67.00		
			1	0	67.00	.00	67.00

Fee Code	Permit Type	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type HVAC COMM-HVAC COMMERCIAL							
COM-HVAC REPLACE - Commercial HVAC Replacement							
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/11/2019	Payment Monies Received	2019-00000121	CROWN HEATING & COOLING INC	300.00	50.00	300.00
	03/11/2019	Payment Monies Received	2019-00000122	CROWN HEATING & COOLING INC		50.00	
	03/11/2019	Payment Monies Received	2019-00000123	CROWN HEATING & COOLING INC		50.00	
	03/11/2019	Payment Monies Received	2019-00000124	CROWN HEATING & COOLING INC		50.00	
	03/13/2019	Payment Monies Received	2019-00000135	APOLLO HEATING & COOLING		100.00	
						\$300.00	
			12		\$378.01	\$0.00	\$378.01
Permit Type HVAC COMM-HVAC COMMERCIAL Totals							
Permit Type HVAC RES-HVAC RESIDENTIAL							
1% BBS - 1% BBS							
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/11/2019	Payment Monies Received	2019-00000120	BLIND & SONS	5.40	.35	5.40
	03/11/2019	Payment Monies Received	2019-00000126	BUD'S HEATING & COOLING		.50	
	03/19/2019	Payment Monies Received	2019-00000145	APOLLO HEATING & COOLING		.35	
	03/20/2019	Payment Monies Received	2019-00000152	GREER HEATING & AIR CONDITIONING		.50	
	03/20/2019	Payment Monies Received	2019-00000153	GREER HEATING & AIR CONDITIONING		.35	
	03/25/2019	Payment Monies Received	2019-00000160	HAGAN HEATING & PLUMBING		.50	
	03/26/2019	Payment Monies Received	2019-00000163	GREER HEATING & AIR CONDITIONING		.50	
	03/26/2019	Payment Monies Received	2019-00000164	GREER HEATING & AIR CONDITIONING		.50	
	03/26/2019	Payment Monies Received	2019-00000165	GREER HEATING & AIR CONDITIONING		.35	
	03/28/2019	Payment Monies Received	2019-00000168	BLIND & SONS		.50	
	03/28/2019	Payment Monies Received	2019-00000171	SISLER HEATING & COOLING INC.		1.00	
						\$5.40	
			11		5.40	.00	5.40
			12		\$378.01	\$0.00	\$378.01
Permit Type HVAC RES-HVAC RESIDENTIAL Totals							
RES-HVAC NEW - Residential HVAC New							
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/28/2019	Payment Monies Received	2019-00000171	SISLER HEATING & COOLING INC.	100.00	100.00	100.00
			1		100.00	.00	100.00
RES-HVAC OWN RPL - Residential HVAC Owner Occupied Replacement							
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/11/2019	Payment Monies Received	2019-00000120	BLIND & SONS	140.00	35.00	140.00
	03/19/2019	Payment Monies Received	2019-00000145	APOLLO HEATING & COOLING		35.00	
	03/20/2019	Payment Monies Received	2019-00000153	GREER HEATING & AIR CONDITIONING		35.00	
	03/26/2019	Payment Monies Received	2019-00000165	GREER HEATING & AIR CONDITIONING		35.00	
						\$140.00	
			4		140.00	.00	140.00
RES-HVAC REPAIR - Residential HVAC Repair/Remodel							
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/11/2019	Payment Monies Received	2019-00000126	BUD'S HEATING & COOLING	300.00	50.00	300.00
						.00	
			6		300.00	.00	300.00

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Permit Type HVAC RES-HVAC RESIDENTIAL								
RES-HVAC REPAIR - Residential HVAC Repair/Remodel								
	<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>		
03/20/2019	Payment Monies Received		2019-00000152	GREER HEATING & AIR CONDITIONING	300.00	.00	300.00	
03/25/2019	Payment Monies Received		2019-00000160	HAGAN HEATING & PLUMBING		50.00		
03/26/2019	Payment Monies Received		2019-00000163	GREER HEATING & AIR CONDITIONING		50.00		
03/26/2019	Payment Monies Received		2019-00000164	GREER HEATING & AIR CONDITIONING		50.00		
03/28/2019	Payment Monies Received		2019-00000168	BLIND & SONS		50.00		
						\$300.00		
Permit Type HVAC RES-HVAC RESIDENTIAL Totals					22	0	\$545.40	\$545.40
Permit Type NEW COMM-NEW COMMERCIAL								
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews								
	<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>		
03/20/2019	Payment Monies Received		2018-00000421	ARCHER & SONS	150.00	.00	150.00	
Permit Type NEW COMM-NEW COMMERCIAL Totals					1	0	\$150.00	\$150.00
Permit Type PC-PLANNING COMMISSION								
PC - PLANNING COMMISSION								
	<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>		
03/27/2019	Payment Monies Received		PC19-007	BETH BRIGGS	100.00	.00	100.00	
Permit Type PC-PLANNING COMMISSION Totals					1	0	\$100.00	\$100.00
Permit Type PLUMB COMM-PLUMBING COMMERCIAL								
3% BBS - 3% BBS								
	<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>		
03/05/2019	Payment Monies Received		2019-00000106	NORTHLAKE PLUMBING LLC	37.00	.00	37.00	
03/07/2019	Payment Monies Received		2019-00000108	D & A PLUMBING & HEATING INC		6.00		
03/07/2019	Payment Monies Received		2019-00000109	D & A PLUMBING & HEATING INC		1.50		
03/07/2019	Payment Monies Received		2019-00000110	D & A PLUMBING & HEATING INC		1.50		
03/07/2019	Payment Monies Received		2019-00000111	D & A PLUMBING & HEATING INC		1.50		
03/15/2019	Payment Monies Received		2019-00000140	KLINE & KAVALI		1.50		
03/20/2019	Payment Monies Received		2019-00000150	KLINE & KAVALI		1.50		
03/27/2019	Payment Monies Received		2019-00000167	ALLIED PIPING SYSTEMS LLC		22.00		
						\$37.00		
Permit Type PLUMB COMM-PLUMBING COMMERCIAL Totals					8	0	\$100.00	\$100.00
COM-PLUMB ADD - Commercial Plumbing Addition								
	<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>		
03/27/2019	Payment Monies Received		2019-00000167	ALLIED PIPING SYSTEMS LLC	733.35	.00	733.35	
COM-PLUMB ADD - Commercial Plumbing Addition Totals					1	0	733.35	733.35

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	PLUMB COMM-PLUMBING COMMERCIAL								
COM-PLUMB REPAIR - Commercial Plumbing Repair/Remodel									
03/15/2019	Payment Monies Received	2019-00000140	KLINE & KAVALI	1	0		50.00	.00	50.00
								50.00	
								\$50.00	
									450.00
									450.00
									\$450.00
									\$1,270.35
									\$1,270.35
									4.90
									4.90
									\$4.90
									\$1,270.35
									\$1,270.35
									4.90
									4.90
									\$4.90
									\$140.00
									\$140.00
									35.00
									35.00
									35.00
									35.00
									\$140.00

Fee Code	Permit Type	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
	RES-PLUMB RES-PLUMBING RESIDENTIAL						
	RES-PLUMB REPAIR - Residential Plumbing Repair/Remodel						
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/01/2019	Payment Monies Received	2019-00000105	KLINE & KAVALI	250.00	50.00	250.00
	03/19/2019	Payment Monies Received	2019-00000144	PORTAGE LAKES PLUMBING		50.00	
	03/20/2019	Payment Monies Received	2019-00000149	KLINE & KAVALI		50.00	
	03/25/2019	Payment Monies Received	2019-00000161	HAGAN HEATING & PLUMBING		50.00	
	03/28/2019	Payment Monies Received	2019-00000169	MICHAEL A ADAMS		50.00	
						\$250.00	
	RES-PLUMBING NEW - Residential Plumbing New						
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/11/2019	Payment Monies Received	2019-00000119	WIESE PLUMBING & HEATING	100.00	100.00	100.00
						\$100.00	
			20		\$494.90	\$0.00	\$494.90
	Permit Type PLUMB RES-PLUMBING RESIDENTIAL Totals						
	Permit Type SIGN/AWNINGS-SIGN/AWNINGS						
	COM-ZONING TSIGN - Commercial Zoning Temporary Signs						
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/20/2019	Payment Monies Received	2019-00000146	PRESBYTERIAN CHURCH OF KENT	25.00	25.00	25.00
						\$25.00	
			1		\$25.00	\$0.00	\$25.00
	Permit Type SIGN/AWNINGS-SIGN/AWNINGS Totals						
	Permit Type ZONING-ZONING						
	COM-ZONING PSIGN - Commercial Zoning Permanent Signs						
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/07/2019	Payment Monies Received	2019-00000058	BRADY SIGN CO	50.00	50.00	50.00
						\$50.00	
			1		100.00	.00	100.00
	Permit Type SIGN/AWNINGS-SIGN/AWNINGS Totals						
	CRES-ZONING ADD - Commercial Residential Zoning Addition						
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/18/2019	Payment Monies Received	2019-00000142	LYNN M LOMBARDI	100.00	100.00	100.00
						\$100.00	
			1		25.00	.00	25.00
	Permit Type SIGN/AWNINGS-SIGN/AWNINGS Totals						
	RES-ZONING - Residential Zoning Fence Pool Etc						
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/18/2019	Payment Monies Received	2019-00000143	RICHARD L & MARGARET SCHMIDT	25.00	25.00	25.00
						\$25.00	
			1		25.00	.00	25.00
	Permit Type SIGN/AWNINGS-SIGN/AWNINGS Totals						
	RES-ZONING ADD - Residential Zoning Addition						
	<i>Date</i>	<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>	
	03/08/2019	Payment Monies Received	2019-00000114	TES SERVICES	25.00	25.00	25.00
						\$25.00	
			1		25.00	.00	25.00

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Payment Date Range 03/01/19 - 03/28/19

Detail Listing

Fee Code	Fee Type	Permit Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
	ZONING-ZONING	Totals	4	0	\$200.00	\$0.00	\$200.00
		Grand Totals	153	0	\$11,849.26	\$0.00	\$11,849.26

Case by Inspector Report

Date Type: Open Date

From Date: 03/01/2019 - To Date: 03/28/2019

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
Inspector: Paul Bauer								
TRASH-DEBRIS	2019-00000221	Active	Couch on tree lawn	03/04/2019		36	Sue Poling	115 WELM ST KENT, OH 44240
UNSHeltered STORAGE-VEHICLE	2019-00000222	Active	wrecked car	03/04/2019		36	Paul J. Bauer	436 FRANCIS ST KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000223	Active	fallen downspouts, missing siding	03/05/2019		35	Paul J. Bauer	535 N WATER ST KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000225	Active	gutters down	03/05/2019		35	Paul J. Bauer	245 STANDING ROCK KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000231	Active	falling floor joists in basement; squirrels in walls	03/08/2019		32	Nicole	444 CUYAHOGA ST KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000236	Active	replace roof; remove abandoned sign post	03/11/2019		29	Paul J. Bauer	1218 W MAIN ST KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000239	Active	garage roof disrepair	03/11/2019		29	Paul J. Bauer	1106 HUDSON RD KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000241	Active	repair or demo shed	03/11/2019		29	Paul J. Bauer	511 ALLEN DR KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000260	Active	missing siding	03/14/2019		26	Paul J. Bauer	1545 FRANKLIN AVE KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000261	Active	broken window on 2nd floor	03/14/2019		26	Paul J. Bauer	136 UNIVERSITY KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000278	Active	missing siding from wind	03/18/2019		22	Paul J. Bauer	731 HUGHEY KENT, OH 44240
ZONING-ROOMING HOUSE	2019-00000286	Active	4 tenants	03/18/2019		22	Paul J. Bauer	538 SILVER MEADOWS BLVD KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000301	Active	dry wall on ti; tub surround in yard	03/21/2019		19	Paul J. Bauer	903 S WATER ST KENT, OH 44240
TRASH-DEBRIS	2019-00000302	Active	debris in yard	03/21/2019		19	Paul J. Bauer	909 S WATER ST KENT, OH 44240

Case by Inspector Report

Date Type: Open Date

From Date: 03/01/2019 - To Date: 03/28/2019

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
ZONING-ROOMING HOUSE	2019-00000306	Active	3 unrelated	03/22/2019		18	Eric C. Helmstedler	1661 OLYMPUS DR KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000308	Active	repair chimney, broken windows, garage door, paint	03/22/2019		18	Paul J. Bauer	1501 FAIRCHILD AVE KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000309	Active	missing fence panel	03/22/2019		18	Paul J. Bauer	233 RELLIM DR KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000317	Active	Condemned; multiple violations	03/26/2019		14	Paul J. Bauer	1032 DAVEY ST KENT, OH 44240
Paul Bauer Totals:		18 Case(s)						
Inspector:	Eric Helmstedler							
UNSHELTERED STORAGE-VEHICLE	2019-00000212	Active	Green Cadillac HDQ7504 on jacks	03/01/2019		39	Eric C. Helmstedler	738 AVONDALE KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000214	Active	Missing gutters/downspouts, garage roof & door need repaired	03/01/2019		39	Paul J. Bauer	221 SHERMAN ST KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000240	Active	Garage door needs painted	03/11/2019		29	Eric C. Helmstedler	915 W MAIN ST KENT, OH 44240
TRASH-DEBRIS	2019-00000244	Active	Couch on tree lawn, furniture/debris in driveway	03/13/2019		27	Eric C. Helmstedler	1541 FRANKLIN AVE KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000245	Active	Fence falling down	03/13/2019		27	Eric C. Helmstedler	1320 FRANKLIN AVE KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000248	Active	Trash, grease trap, and dumpster	03/13/2019		27	Robert L. Nitzsche	1157 W MAIN ST KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000253	Active	No water	03/14/2019		26	Tracy L Huffman	227 LAKE ST KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000255	Active	No water	03/14/2019		26	Tracy L Huffman	1076 GRAHAM AVE KENT, OH 44240
PROPERTY								499 SILVER

Case by Inspector Report

Date Type: Open Date

From Date: 03/01/2019 - To Date: 03/28/2019

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
MAINTENANCE	2019-00000257	Active	No water	03/14/2019		26	Tracy L Huffman	MEADOWS BLVD KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000259	Active	Broken fence	03/14/2019		26	Eric C. Helmstedter	447 FAIRCHILD AVE KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000267	Active	Shed roof decaying/inoperable vehicles	03/15/2019		25	Paul J. Bauer	954 CHERRY ST KENT, OH 44240
BUILDING CODE	2019-00000288	Active	HW tank installed w/o permit	03/18/2019		22	Eric C. Helmstedter	538 SILVER MEADOWS BLVD KENT, OH 44240
UNSHeltered STORAGE-VEHICLE	2019-00000291	Active	Red Chevy with flats	03/20/2019		20	Paul J. Bauer	1401 LOOP RD KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000297	Active	Upholstered furniture outside, paint porch	03/21/2019		19	Eric C. Helmstedter	921 S WATER ST KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000303	Active	Gutters, paint, broken windows, debris, etc	03/21/2019		19	Eric C. Helmstedter	939 S WATER ST KENT, OH 44240
BUILDING CODE	2019-00000312	Active	Failure to submit rental licensing app/schedule inspection	03/26/2019		14	Eric C. Helmstedter	720 IVAN DR KENT, OH 44240
BUILDING CODE	2019-00000313	Active	Failure to submit rental licensing app/schedule inspection	03/26/2019		14	Eric C. Helmstedter	1504 MORRIS RD KENT, OH 44240
BUILDING CODE	2019-00000315	Active	Failure to submit rental licensing app/schedule inspection	03/26/2019		14	Eric C. Helmstedter	1096 GRAHAM AVE KENT, OH 44240
BUILDING CODE	2019-00000316	Active	Failure to submit rental licensing app/schedule inspection	03/26/2019		14	Eric C. Helmstedter	1098 GRAHAM AVE KENT, OH 44240
			Siding					

Case by Inspector Report

Date Type: Open Date

From Date: 03/01/2019 - To Date: 03/28/2019

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
PROPERTY MAINTENANCE	2019-00000329	Active	damaged/missing, missing fascia, window/frames painted	03/28/2019		12	Eric C. Helmstedter	144 LAKE ST KENT, OH 44240
Eric Helmstedter Totals:		20 Case(s)						
Grand Totals :		38 Case(s)						



2019 Q1 Progress Report

Marketing Committee – The Main Street Kent marketing committee focuses on promoting downtown Kent’s assets: shops, restaurants, bars, nightlife, arts, culture, outdoor recreation, events, public art, unique character and more. Main Street Kent hosts many events year round, drawing people to the downtown district from the immediate area and from afar. This committee “spreads the word” about what Kent has to offer, promoting the businesses and features of downtown Kent through a variety of media.

Committee members include: Mike Beder, downtown business owner; Bethany Hammond, Each + Every community manager; Roger Hoover, Rust Creative owner/creative director; Cheryl Ann Lambert, Kent State University School of Journalism and Mass Communication assistant professor; Susan McGann, Ohio Small Business Development Center business advisor; Pam Petrus, owner of DIVERSA Advertising; Michelle Sahr, downtown business owner; and Robin Spano, bookseller at Kent State Bookstore.

Marketing Plan – The Main Street Kent marketing committee works from a marketing plan, aiming to reach a variety of demographics. The main goals are to increase attendance and profitability of events, strategically market to specific audiences, increase activity on our website and social media through quality content, collect email addresses and data from fans/followers/event attendees, and more. We use a wide variety of media when promoting our events and our downtown.



Kent State Student Media – New in 2019, we are engaging with Kent State on a year-long campaign, to better focus our messaging to students, faculty and staff. This includes paid tweets, ads on www.kentwired.com, print advertising and utilizing their “street team” to disseminate events information on campus.

Social Media/Email Marketing – We market the assets of downtown Kent daily via social media, strengthening the Main Street Kent presence on Twitter, Instagram, and Facebook. We also send an e-blast to our **3,527 Constant Contact** subscribers twice per month, highlighting upcoming events, business of the week, and a volunteer spotlight.

Current followers: Facebook – 14,088, Rating: 4.8/5; Twitter – 3,168; Instagram – 3,784

Social media ads and “boosts” are placed on a monthly basis, depending on the marketing theme. Other content is delivered on a daily basis covering events, business specials, art features, new businesses/expansions, volunteers, beautification efforts, and more.



Women in Business – During the month of March, our focus was on Kent’s Women in Business – specifically those who are supporters of Main Street Kent (as a perk of being a “Friend of MSK”). A special landing page was created on our website, and ads were placed on social media to showcase many of the amazing women-run businesses in our city. This campaign generated a lot of buzz about these businesses: Metis Construction, Off the Wagon and Red

Letter Days, Popped!, Diversa, Troppus Projects, Handcrafted, Carnaby Street Style, Belli & Streit Orthodontics, Franklin School of Dance, Troy Grille, Sugar Rush and Scratch Free Range Food.



91.3 FM The Summit – Main Street Kent messaging on this public radio station focused on things like Mardi Crawl and First Friday Art Walks during first quarter. Ads are customized monthly to highlight the many assets and activities Kent has to offer, attracting people from OH and western PA!



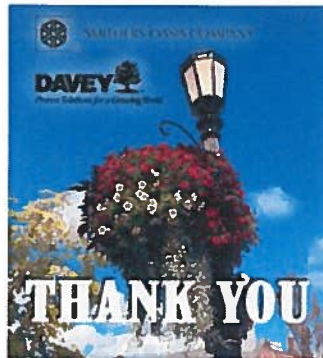
Design Committee – Julie Kenworthy, executive director for the Kent Historical Society & Museum, leads the design committee. This committee is intended to be the “designing voice of the Kent community,” and is focused on the aesthetics of our downtown.

Committee members include: Dylan Ball, Competitive Interiors carpentry estimator; Alex Catanese, Each + Every design director; Kelly Dietrick, Troppus Projects owner/artist; Annie Flaherty, Envisage Group vice

president of technology service; Doug Fuller, retired architect/preservationist; Tom Hatch, Focus Curriculum president; Larrie King, Glyphix Studio/KSU assistant professor; Jen Mapes, KSU Department of Geography assistant professor; Elaine Mattern, The Davey Tree Expert Company brand manager; Allan Orashan, Century 21 realtor; and Heather Heckman, City of Kent development planner.

Adopt-A-Spot – 2019 Adopt-A-Spot plans are well under way, with some new sponsors and gardeners joining us this year. K&M Gardens will again care for the hanging flower baskets, and Freedom Lawn Care will weed, water and maintain the flowerbeds. Planting day will take place on Sat., May 25. We're happy to have The Davey Tree Expert Company and Smithers-Oasis on board again to fully support/fund the hanging flower baskets for 2019.

Spring Tulips – Our volunteers planted 1,000 tulip bulbs last fall in four of the flowerbeds on Water St., near the Hometown Bank Plaza. In an effort to complement the amazing tulip gardens that Hometown Bank plants each year, we want to add a splash of color and fill the gap before planting day. So far, it looks like our plantings are a success!



Burbick Way Public Art Project – The alley between Woodsy's Music and Skullz Salon has a beautiful historic mural on one wall, but other sections of the alley are often hit with graffiti. The design committee developed a public art project to expand the artistic character of the alley, with the hopes of eliminating/reducing vandalism. A call for proposals was sent out to the community, and a local artist's design was selected! These elements will be installed on the walls/doorways of Burbick Way during the spring/summer of 2019. Local resident and Kent State University student Maya Culley submitted a great proposal, and her designs are complementary to the existing mural. We look forward to working with her to bring this to fruition!

Clean Up Kent – A spring clean up day has been scheduled for Sat., April 27 from 9am to 12pm. Volunteers will meet at the Destination Kent Visitor Centre to gather supplies, select an area on the map to work, and head out for some serious spring cleaning in the downtown district. Coffee and donuts will be provided to volunteers.



Business Enhancement Committee – Tom Wilke, economic development director for the City of Kent, leads this committee. The committee's focus is to drive traffic through the doors of older business as well as newer

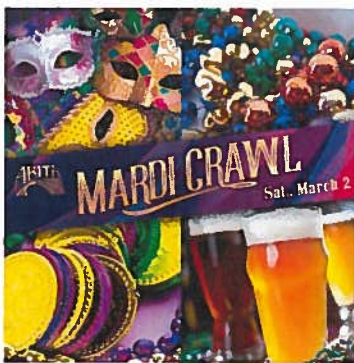
ones. The committee searches out opportunities for the businesses to work together on events, promotions, and other collaborative efforts.

Committee members include: Mike Beder, downtown business owner; Mike Finley, Hall-Green Agency owner; Todd Kamenash, KSU assistant dean of students; Patrick Madonio, Brimfield Insurance owner; Maggie McKendry, KSU assistant athletic director; Josh Rider, KSU Center for Adult and Veteran Services director, Jessica Ryan, Handcrafted owner and Michelle Sahr, downtown business owner.



Restaurant Week – After a successful Restaurant Week in June 2018, restaurant owners were happy to repeat this promotion during another traditionally slow time of year – immediately following the holidays, at the start of the New Year. Participants offered a “prix fixe” menu, including three courses for one price, and survey responses indicated another highly successful promotion. We already have a date set for a repeat in June!

Chocolate Walk – Feb. 9, 2019. Two hundred fifty tickets were sold in just over 30 minutes at \$25 each. Business owners met many new customers and had great sales during the event. This year, the Kent State Hotel & Conference Center donated an overnight stay, dinner, and breakfast for two as a raffle prize package in which all attendees were entered to win. Guests came from cities all around us for this event where people love getting out of the house to enjoy a chocolate adventure in downtown Kent – right before Valentine’s Day.



Kent Mardi Crawl – A second annual event, we partnered with Abita Brewing Company to bring the Kent Mardi Crawl to downtown Kent. Complete with Mardi Gras beads and masks, giveaways, and a prize drawing, this event drew 300 people from cities all around to our downtown. Guests were encouraged to explore venues they hadn’t visited before, and bar owners reported meeting lots of new customers. Main Street Kent donated a portion of the proceeds to the Ben Curtis Family Foundation, in support of their efforts to fight childhood hunger in our city. We’re happy to be able to give back to our community!

Operations Committee – Our Executive Team is focused on the overall sustainability of our organization, including succession planning for our Board of Directors and committee leaders, board development, and fundraising. Leadership for MSK is based in our **Executive Committee**:

- **President** – Regan Gettens, Fairmount Properties/College Town Kent
- **Vice President** – Eric Decker, Portage Community Bank

- **Treasurer** – Mike Lewis, Hometown Bank
- **Secretary** – Maggie McKendry, Kent State University Athletics

Board of Directors – Dylan Ball, Competitive Interiors; Mike Beder, Tree City Coffee, Water Street Tavern, Franklin Hotel Bar & Venice Café; Dominique Burrell, Habitat for Humanity; Todd Kamenash, Kent State University; Julie Kenworthy, Kent Historical Society; Josh Rider, KSU Center for Adult and Veteran Services; Robin Spano, Kent State University Bookstore; and Tom Wilke, City of Kent.

Board of Governors – Mike Finley, Hall-Green Agency



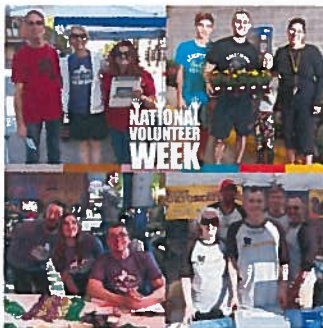
HERITAGE OHIO

Annual Accreditation – Heritage Ohio visited Main Street Kent in February for our annual evaluation. After a thorough assessment of our program’s 2018 achievements, Main Street Kent received national certification for the year. This achievement reflects the

strength of our board of directors, staff, and volunteers, as well as the breadth of our relationships with other organizations, businesses and the City of Kent.

Friends of Main Street Kent – The Friends of MSK program continues to grow, garnering support from an increasing number of stakeholders. We rely on our downtown businesses and community members to support our organization so we can continue our great work in downtown Kent. For a full list of “friends,” visit our website:

<http://www.mainstreetkent.org/about/our-supporters/>



Volunteers – Volunteers are the force behind the success of Main Street Kent. We are continually recruiting new people to help us work toward our mission. This includes our Board of Directors, committee members, volunteer gardeners, event staff, and all of the great people who dedicate their valuable time to various Main Street Kent projects. So far in 2019, volunteers have donated 268 hours of time and expertise to Main Street Kent. The national average value for one volunteer hour is \$24.69, so that’s a total of \$6,616.92 in time donated to MSK during the first quarter!

We appreciate the ongoing support of the City of Kent! We look forward to continuing our partnership with all of the organizations (<http://www.mainstreetkent.org/our-supporters>) that help us continue our mission:

Working to strengthen and beautify downtown Kent while fostering economic development, historic preservation, and a sense of community.

Main Street Kent

PROFIT AND LOSS

January - March, 2019

	TOTAL
Income	
4030 Corporate Sponsors & Foundations	
4031 Board Member Donations	996.80
4036 Beautification Sponsorship	85.56
4040 Friend of Main Street Kent	3,887.80
4048 Legacy Partners (10k+)	7,500.00
4049 Extraordinary Partner	2,100.00
Total 4030 Corporate Sponsors & Foundations	14,570.16
4200 City Contribution & Adopt a Spot (Non-Eligible)	
4260 AdoptASpot Sponsorships	250.00
4280 City of Kent - contract	17,500.00
Total 4200 City Contribution & Adopt a Spot (Non-Eligible)	17,750.00
Total Income	\$32,320.16
GROSS PROFIT	\$32,320.16
Expenses	
6310 Computer / Phone / Cell Phone	325.00
6320 Copiers & Printing	225.00
6550 Dues & Subscriptions	2,130.37
6820 Marketing & Advertising Expenses	5,446.95
6870 Insurance - nonemployee	1,904.00
6875 Meetings & Conferences	883.49
6900 Office Supplies	105.09
6910 Postage	55.00
6920 Prof. Svcs & Accounting Fees	493.05
6930 Rent	1,800.00
6950 Payroll - Wages	36,361.03
American Funds	919.80
Total Expenses	\$50,648.78
NET OPERATING INCOME	\$ -18,328.62
Other Income	
4065 Fundraising Events	
4310 Art & Wine Festival	6,195.99
4320 Potterfest	11,482.39
4330 Oktoberfest	1,000.00
4340 Chocolate Walk	5,897.73
4360 Seven Courses	500.00
4380 Progressive events	2,283.07
4410 International Festival	500.00
Total 4065 Fundraising Events	27,859.18
7000 Interest Earned	500.58

	TOTAL
Total Other Income	\$28,359.76
NET OTHER INCOME	\$28,359.76
NET INCOME	\$10,031.14