

ORDINANCE NO. 2019-27

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A NEW AGREEMENT BETWEEN KENT STATE UNIVERSITY, SPECIFICALLY THE WICK POETRY CENTER, MAIN STREET KENT AND THE CITY OF KENT TO BRING AWARENESS OF THE CUYAHOGA RIVER INTO KENT THROUGH STATIC AND INTERACTIVE DISPLAYS AND ALSO KNOWN AS THE RIVER STANZAS PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the parties would like to continue integrating public art into the Kent Community; and

WHEREAS, the above parties would like to heighten the awareness of the Cuyahoga River and its value as a natural resource to our communities; and

WHEREAS, KSU received a NEA grant to create "River Stanzas" to celebrate the Cuyahoga River on the 50th Anniversary of the Cuyahoga River Burning in 1969; and

WHEREAS, the parties desire to build upon the River Stanzas NEA grant through static and interactive displays installed along the Cuyahoga River and the Downtown Kent area; and

WHEREAS, the cost to the City of Kent will be in an amount not to exceed \$20,000.00.

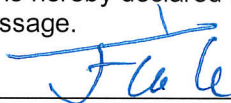
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into a new agreement between Kent State University, specifically the Wick Poetry Center, Main Street Kent and the City of Kent to integrate public art in the Kent Community in substantial compliance with the agreement marked as Exhibit "A", attached hereto and incorporated herein.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: March 20, 2019
Date



Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: March 20, 2019
Date

ATTEST: 

Dawn Bishop
Interim Clerk of Council

I, DAWN BISHOP, INTERIM CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

DAWN BISHOP
INTERIM CLERK OF COUNCIL
(SEAL)

CUYAHOGA RIVER STANZA ART AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO (hereinafter referred to as "CITY"), KENT STATE UNIVERSITY, specifically the Wick Poetry Center (hereinafter referred to as "KSU") and MAIN STREET KENT (hereinafter referred to as "Main Street").

WHEREAS, the above parties would like to integrate public art into the Kent Community with ties to KSU, consistent with the City and KSU Kent Public Art Plan; and

WHEREAS, the above parties would like to heighten the awareness of the Cuyahoga River and its value as a natural resource to our communities; and

WHEREAS, KSU received a National Endowment for the Arts (NEA) grant to create "River Stanzas" to celebrate the Cuyahoga River on the 50th Anniversary of the Cuyahoga River Burning in 1969. "River Stanzas" includes community forums and conversations around the value of the Cuyahoga River in people's lives, its history and our shared future; and

WHEREAS, the City and KSU desire to build upon the "River Stanzas" NEA Grant to bring the awareness of the Cuyahoga River into Kent through static and interactive displays installed along the Cuyahoga River and in Downtown Kent. This River Stanzas Project, hereinafter referred to as the "Project", would include indoor and outdoor displays. The outdoor static displays would include poetry and art with interactive directions for the public to add to River Stanzas. The indoor displays would include scrolling poetry and artwork continually being created as part of the River Stanzas NEA Grant.

NOW, THEREFORE, for mutual consideration, it is agreed between the parties as follows:

- A) The City will provide and install up to (4) outdoor displays at the locations shown in Exhibit "A". The displays will be located in the public right-of-way or on properties controlled by the City.
- B) KSU will provide the stanzas and artwork for the outdoor displays and KSU shall own the artwork developed for the Project.
- C) The City and KSU will work jointly to obtain approvals from property owners to install indoor displays in public venues throughout the downtown area. Sample approval forms are shown in Exhibit "B".

- D) The City and KSU will install temporary displays in the locations from (C) above. These locations will include video displays powered and connected to the internet from the buildings that they are located in.
- E) KSU shall manage the content included on the indoor displays.
- F) Main Street will make application to and pursue approval from the architectural review board for the outdoor display installations.
- G) The artwork may not be used for other purposes without the express written consent of KSU.
- H) The City will contribute up to \$20,000 for the Project.
- I) KSU will contribute up to \$20,000 for the creation of the stanzas and artwork for the Project.
- J) The outdoor and indoor displays will be maintained for two (2) years. After the two (2) years the City will remove the outdoor and indoor displays and KSU will stop managing the content for the indoor displays.
- K) Main Street will provide routine cleaning of the outdoor displays, including cleaning and removing graffiti.
- L) The Agreement will begin on the date that all of the parties have executed this Agreement.

IN WITNESS WHEREOF, the parties hereby acknowledge said agreement by their signatures below.

KENT STATE UNIVERSITY

By: _____
Its: _____

Date

Address: _____

THE CITY OF KENT, OHIO

By: _____
Its: _____

Date

Address: _____

Approved as to form by:

MAIN STREET KENT

By: _____
Its: _____

Date

Address: _____

Certificate of Director of Budget and Finance

It is hereby certified that the amount of TWENTY THOUSAND Dollars (\$20,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital and General Fund (301 and 001) free from obligation or certificates now outstanding.

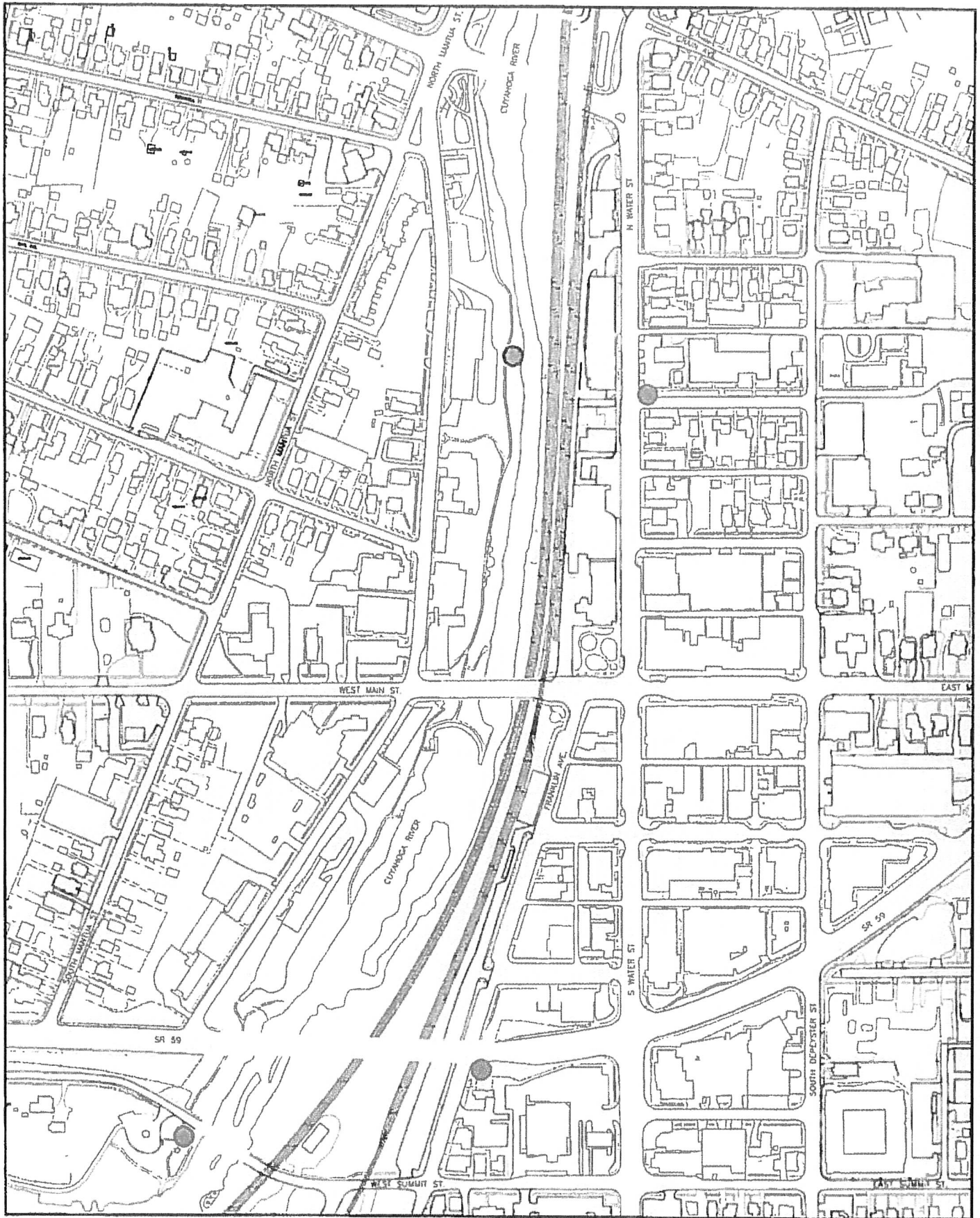
David Coffee, Director of Budget and Finance

Date

Exhibit A

Potential Outdoor Display Locations

Exhibit A



River Stanzas Project

● River Stanza Locations
NTS

Exhibit A

Exhibit B

Sample Property Owner Approval Form

CONSENT TO USE PROPERTY AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2019, by and between _____, hereinafter referred to as the "Owner," the City of Kent, hereinafter referred to as the "City" and the Kent State University, hereinafter referred to as the "KSU."

WITNESSETH:

WHEREAS, , KSU received a National Endowment for the Arts (NEA) grant to create "River Stanzas" to celebrate the Cuyahoga River on the 50th Anniversary of the Cuyahoga River Burning in 1969. "River Stanzas" includes community forums and conversations around the value of the Cuyahoga River in people's lives, its history and our shared future; and

WHEREAS, the City of Kent and KSU, together, desire to build upon the "River Stanzas" NEA Grant to bring the awareness of the Cuyahoga River into Kent through static and interactive displays installed along the Cuyahoga River and in Downtown Kent. This River Stanzas Project, hereinafter referred to as the "Project", would include indoor and outdoor displays. The outdoor static displays would include poetry and art with interactive directions for the public to add to River Stanzas. The indoor displays would include scrolling poetry and artwork ("Displays") continually being created as part of the River Stanzas NEA Grant.

WHEREAS, the City and KSU has requested permission from the Owner to use Owner's property for the Displays;

WHEREAS, it is the Owner's desire to consent to such use of Owner's property for the Displays.

NOW, THEREFORE, Owner and KSU agree to the following:

A. Responsibility of Owner

Owner shall work with the City and KSU to determine the location of the Display. The Owner shall allow the City and/or KSU access to electric and internet connections (if available) at no charge Additional permanent wiring or hardware will not be required for any display location determined to be acceptable..

Owner shall take every effort to ensure that the Display is not damaged or vandalized;

however, Owner will have no responsibility for any damage to the Display unless caused by the Owner or Owner's agents or employees.

Owner shall notify the City and/or KSU in the event that the Display is damaged or in need of any repair.

B. Responsibility of the City and KSU

The City and KSU shall be responsible for all Display content which shall not be offensive in any way and must be family friendly. Owner has the right to refuse any Display.

The City and KSU shall be responsible for providing all Display materials, including monitors and hardware. The City and KSU shall ensure that the Displays are securely fastened so that injury is avoided.

The City and KSU shall from time to time, visit Owner's property to maintain the Display.

Upon the expiration of this Agreement or termination, the City and KSU shall remove all Displays and materials from the Owner's property.

C. Termination

Either party shall have the right to terminate this agreement for any cause by giving the other party a two (2) week written notice.

D. Term of Agreement

The parties agree that the Display may be placed at the Owner's property for a period of _____ weeks/months/years. (fill in number and circle appropriate length of time)

Exhibit A

IN WITNESS WHEREOF, the parties hereby acknowledge said agreement by their signatures below.

WITNESSES:

OWNER:

1. _____

2. _____

WITNESSES:

KENT STATE UNIVERSITY

1. _____

2. _____

WITNESSES:

CITY OF KENT

1. _____

2. _____

Approved as to form:

Hope L. Jones
Law Director