




Kent Parks & Recreation Department

497 Middlebury Road Kent, Ohio 44240 (330) 673-8897 FAX: (330) 673-8898

TO: Dave Ruller, Hope Jones
FROM: John Idone 
DATE: February 14, 2019
RE: Kent Parks & Recreation Donation

* M E S S A G E *

Kent Parks & Recreation Department has received donations from Misty Sommers (1260 Munroe Falls Road) in the amount of \$100 for a tree to be planted in Fred Fuller Park in memory of Tom & Shirley Sommers.

A second donation has been received from Jody Swearngen (540 Beech Street) and Suzann Miller Moledar in the amount of \$200 for a tree to be planted in Fred Fuller Park in memory of Harry Miller .

The checks have been forwarded to Budget and Finance and will be held until Council formally accepts the donation. Your attention to this matter is sincerely appreciated.

PC: Budget & Finance
Tara Grimm, Clerk of Council
Kent Parks & Recreation Board

DAWN
BISHOP

NOPEC 2019 Community Event Sponsorship Program

Bridget Susel <suselb@kent-ohio.org>

Thu, Dec 20,
2018, 9:31
AM

Good Morning,

I am guessing the City will want to apply the \$2,000 NOPEC event sponsorship funding to the KACC for the 2019 Heritage Festival, the same as it was done in 2018. If the answer is yes, Dan can once again do the online form, but we will need Council authorization by March 29, 2019.

Since this is an annual "automatic" allocation from NOPEC, it can go as an unauthorized item and I will make sure to write up the appropriations request for Dave C. to coincide with whichever month it goes forward.

Let us know....Thanks.

----- Forwarded message -----

From: Dan Morganti <morgantid@kent-ohio.org>

Date: Mon, Dec 10, 2018 at 10:39 AM

Subject: Fwd: NOPEC 2019 Community Event Sponsorship Program

To: Bridget Susel <suselb@kent-ohio.org>

FYI ... this is the one that went to the Chamber for Heritage Fest this past year.

----- Forwarded message -----

From: Teri Anderson <administrativeassistant@nopec.org>

Date: December 7, 2018 at 12:42:00 PM EST

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

Subject: NOPEC 2019 Community Event Sponsorship Program

Dear Jerry Fiala,

Greetings from NOPEC!

At our 2018 General Assembly, you renewed our Event Sponsorship Program! This program is designed to provide financial support to organizations within your community that host events that are accessible to your residents. We want to continue to help support events in our member communities which rely on donations and are free and open to the public.

Below is a link to an updated video outlining the program in greater detail. We highly recommend viewing this video prior to beginning the disbursement process. You will also find below the amount your community is eligible to receive this year. The amount of funds allocated to your community was determined by the average number of enrolled residential/business gas and/or electric accounts during the 2nd and 3rd quarters of 2018. You must designate all your available funds no later than Friday, March 29, 2019. Requests not submitted by March 29th, 2019 will not

be processed. We strongly encourage you to designate all your available funds in 2019 as these funds will not roll over to 2020.

You or your designee may follow the link below to begin completing the disbursement form. To make your application process efficient, be sure to have the banking information for the organization to which you are designating your funds, as all sponsorship funds will be distributed via Automated Clearing House (ACH) Transfers directly to the event organizations. No funds will be dispersed directly to municipalities.

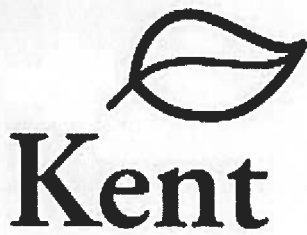
If you have any questions on this NOPEC program, please email our Community Outreach Manager, Tony Ramos at sponsorships@nopec.org.

Community Name - Kent

Sponsorship Award: \$2000

Sponsorship Program Video: <https://www.youtube.com/watch?reload=9&v=tuCbSEeytI>

Sponsorship Program Application: www.nopecsponsorships.org



ESTABLISHED 1805

City of Kent, Ohio

Office of the City Manager

To: Dave Ruller, City Manager

From: Harrison Wicks, Assistant to the City Manager *HW*

Date: March 13, 2019

RE: Grant Application for the 2019 AARP Community Challenge Grant Program

City staff is requesting Council approval to submit an application for funding as part of the 2019 AARP Community Challenge Grant Program. The program is part of a nationwide AARP Livable Communities initiative that helps communities become great places to live for residents of all ages. The program is intended to help communities make immediate improvements and jump-start long-term progress in support of residents of all ages.

The grant program can provide funds for community-based quick-action projects including transportation and mobility options through permanent or temporary solutions to increase connectivity, walk-ability, bike-ability, and/or access to public transit.

City staff have identified an existing project with the Portage Area Regional Transportation Authority (PARTA) to jointly install bus passenger shelters that fits the criteria of the grant. If awarded, grant funds will go towards costs related to installing concrete pads and connections to existing sidewalks, and/or acquisition and installation of bus passenger shelters.

The deadline to submit applications is April 17, 2019.

Please let me know if you have any questions or need additional information.

Thank you for your consideration.

cc: Dawn Bishop, Interim Clerk of Council



AARP COMMUNITY CHALLENGE

Grants to make communities livable for people of all ages
aarp.org/CommunityChallenge

ATTACHMENT A: APPLICATION

AARP Community Challenge 2019

Grants to make communities more livable for people of all ages

SAMPLE APPLICATION AND BUDGET OUTLINE

All applications must be submitted through the online application at
www.aarp.org/communitychallenge by April 17, 2019, 11:59 p.m. ET

*NOTE: All fields must be filled out completely in order for the application to be accepted.
Please use "n/a" for "not applicable" where appropriate.*

BASIC INFORMATION

1. Date: _____

2. Name of Applicant Organization: _____

If unit of government, please provide a detailed description of your agency.

3. Amount of this Grant Request: _____

NOTE: AARP reserves the right to award less funds than requested, so applicants should be prepared to discuss how they would scale down their proposals if asked.

4. Organization Address:

Address: _____

City: _____ State: _____ Zip: _____

5. Organization Tax Status. Please check the one that best applies:

501(c)(3), 501(c)(4) or 501(c)(6) NON-PROFIT

A MUNICIPALITY

ANOTHER UNIT OF GOVERNMENT

OTHER (PLEASE DESCRIBE) _____

Learn more at AARP.org/CommunityChallenge

Questions? Email CommunityChallenge@AARP.org

6. Organization Twitter Handle: _____
(if none, enter n/a)

7. Organization Facebook Name: _____
(if none, enter n/a)

8. Did your organization apply for a grant in 2018?

- Yes – Selected
- Yes – Not Selected
- No

9. Did your organization apply for a grant in 2017?

- Yes – Selected
- Yes – Not Selected
- No

10. How did you hear about this grant opportunity?

- The AARP State Office in my state
- The AARP Livable Communities e-newsletter
- A conference
- A community organization
- A national organization
If so, which one _____
- Social Media
- Other

11. Organization Profile (for non-governmental organizations only):

Name and brief history of the organization: _____

Short description of the issues the organization is involved in, including issues focused on older adults:

Has this organization been involved in other livable communities work in this community?
If yes, briefly describe: _____

501(c)(3), 501(c)(4) or 501(c)(6) non-profit status: _____

12. If a governmental entity, will this project require approval by a permitting or elected body?
If so, please indicate how long you estimate that will take from receiving confirmation that you are awarded the grant.

POINTS OF CONTACT

13. Grant Application Contact:

Name: _____

Title: _____

Address: _____

Phone: _____ Email: _____

14. Project Implementation/Execution Point of Contact (if different from #13):

Name: _____

Title: _____

Address: _____

Phone: _____ Email: _____

15. Signatory on Memorandum of Understanding (MOU):

Name: _____

Title: _____

Address: _____

Phone: _____ Email: _____

16. Signatory on financial forms (W9 and AARP Required Vendor Forms), if different from MOU signatory:

Name: _____

Title: _____

Address: _____

Phone: _____ Email: _____

COMMUNITY DETAILS

17. Name of Municipality Where Project Will Be Physically Located/Delivered:

18. Approximate Address Where this Project will be Delivered.

(NOTE: This information is for AARP's analysis purposes only and will not be used in award information, etc.)

Address: _____

City: _____ State: _____ Zip: _____

PROJECT DETAILS

19. Project Proposal Summary:

Please provide a summary of your project in 2,000 characters or less

NOTE: This grant may NOT be used for the following activities:

- Partisan, political or election related activities
- Planning activities and/or assessments and surveys of communities
- Studies with no follow-up action
- Publication of books or reports
- The acquisition of land and/or buildings
- Solely to sponsor other organizations' events or activities
- Research and development for a non-profit endeavor
- Research and development for a for-profit endeavor
- The promotion of a for-profit entity and/or its products and services

20. Project Livability Improvement Statement.

Please specify in 350 characters or less the social impact that this grant will bring to the community, especially those 50 plus.

For example: This grant will improve (COMMUNITY X) by enhancing public safety by improving pedestrian accessibility for area residents and older adults. Please see additional examples in Attachment D.

21. Project Deliverables.

Please specify the individual deliverables. Provide as much detail as you can about any physical structures (such as benches, lighting, signage, etc.), dates, addresses and communications within 300 characters for each deliverable. See examples in Attachment D.

Deliverable 1: _____

Deliverable 2: _____

Deliverable 3: _____

Deliverable 4: _____

Deliverable 5: _____

Add more as necessary

For example:

- i. Provide suitable lighting in the public space located at (ADDRESS) between Street X and Street Y.
- i. Commission and install ten (10) structures with LED lighting with custom side panels.
- ii. Install four (4) benches at (ADDRESS).
- iii. Install signage at (ADDRESS)
- iv. Conduct outreach to the community through local media and social platforms owned by the City, Main Street Organization and the Chamber of Commerce and will include at least three (3) published communications promoting the public space improvements.

22. Project Category. Please select the category below that best describes your project, along with the primary corresponding sub-category.

- Demonstrate the tangible value of “Smart Cities.”** This new category will encourage communities to develop and implement innovative programs that engage residents in accessing, understanding, and using data to increase quality of life for all. The intention with this category is to encourage applicants to demonstrate new ways to engage in decision-making about housing, transportation, economic development, placemaking, infrastructure, or other community aspect.
- Deliver a range of transportation and mobility options** through permanent or temporary solutions that increase connectivity, walkability, bikeability, and access to public and private transit.
- Wayfinding (e.g. signage and markings)
 - Roadway improvements (e.g. temporary bike lanes)
 - Sidewalks/crosswalk improvement and beautification (e.g. improved markings for crosswalks, temporary pop ups at intersections)
 - Trails (e.g. completing and connecting trails, signage)
 - Bikeability (e.g. bike sharing options, temporary bike lanes)
 - Public or private transit access (e.g. transit shelters)
 - Access to amenities (e.g. increasing accessibility features of transportation options)
 - Other (please only select if your project does not fit into one of the above categories and please describe in detail)
-

- Create vibrant public places** in the community through permanent or temporary solutions that improve open spaces, parks and access to other amenities.
- Public space activation (e.g. public plaza improvements, parklets, street trees programs, alleyway activation, seating and games in public spaces, seating along Main Street corridors, signage in neighborhoods)
 - Art installations (e.g. murals and sculptures)
 - Park enhancements (e.g. park equipment improvements, new structures, dog parks)
 - Playgrounds (e.g. intergenerational elements)
 - Community gardening (e.g. building accessible community garden beds)
 - Activities to engage people in vibrant public places (e.g. open streets events)
 - Access to amenities (e.g. increasing accessibility features of park equipment)
 - Public safety (e.g. proper lighting)
 - Other (please only select if your project does not fit into one of the above categories and please describe in detail)
-

- Support the availability of a range of housing** in the community through permanent or temporary solutions that increase accessible and affordable housing options
 - Lifelong housing
 - Accessory dwelling units and tiny homes
 - Co-housing programming and resources
 - Educational programming and resources about housing options
 - Home maintenance, repair, and support services
 - Access to amenities (e.g. increasing accessibility features of housing options)
 - Other (please only select if your project does not fit into one of the above categories and please describe in detail)
-

- Other**
 - Community engagement activities
 - Activities that increase access to healthcare services
 - Other (please only select if your project does not fit into one of the above categories and please describe in detail)
-

23. Project Type. Please select a category for your project below.

PLEASE NOTE: Proposals for the project types described below will be prioritized over those that support ongoing programming or events.

- Permanent physical fixtures in the community
- Temporary demonstrations that lead to long-term change
- New, innovative programming or services

PROJECT NARRATIVE AND BUDGET

Please complete each section with 2,000 characters or fewer (excluding Question 31)

24. The Community's Livable Communities Activities to Date. Please provide a brief summary of the community policies, programs and services that are targeted toward older adults and how the community plans to become more livable for all ages. Also describe the role your organization/ group played in the above livable community plan.

25. The Community Challenge Project. What aspect of your livable communities' effort will this grant support? What is the community need being addressed with this grant? How will this project have a lasting impact in the community?

26. Multicultural Population. If the primary beneficiaries of this project are from a population that represents a multicultural perspective, please select the 1 or 2 populations served below. **(Please note:** This does not carry weight in the scoring criteria).

- African American/Black
- Hispanic/Latino
- Asian American Pacific Islander
- Native American
- LGBT
- Other, please describe

27. Community Engagement. Please describe how residents and local organizations been engaged in the area's livable communities activities to date. How will you engage the community and involve older adults in the process as you execute this grant?

28. Timeline. Please describe the timeline and enter the project completion date in the box below. **[Please note:** At this point we anticipate that grantees will receive checks from AARP by mid-August.]

Estimated Project Start Date: _____

Estimated Project Completion Date: _____

Notes about Timeline: _____

29. Metrics. Fill in the table with the estimated metrics you will be able to capture over the course of this grant activity and beyond and include goals for each metric. For Example: number of people served, number of certifications issued, structures achieving ADA-compliance, etc.

Metric	Goal
Example: Number of People Served	50
(text)	
(text)	
(text)	
(text)	
(text)	

30. Matching Funds and In-Kind Support. Matching funds are not required. However, please detail any matching funds or in-kind support the organization will receive to contribute toward this project.

	Matching Funds (\$)	In-Kind Support
Non-Profit		
Private		
Public		

31. Project Budget. Please specify what expenses will be covered by the grant. Itemize anticipated expenses and income (if any) for this proposal. Include in-kind services such as donated materials and/or labor. (See sample template.) Add explanations if necessary.

	Expense	Additional information
Contracted services costs		
Staff costs, if any		
Office materials & supplies, if any		
Travel expenses, if any		
TOTAL REQUESTED		
Are there matching funds or services planned? What is their value?		

32. How will you use AARP branding?

33. AARP might be contacted by other potential funders that could be interested in funding projects that were not funded through the AARP Community Challenge. The potential funders may have additional process steps and funding requirements than those of the AARP Community Challenge. If requested, AARP would like to send your contact information, organization name and a short description of the proposal including the community where the project would take place ("Project Information"). Please note that these projects will be subject to any potential funder's own terms, conditions and review. Please indicate in your application whether or not you give permission to AARP to share your contact information and a description of your proposal. If you select "yes" you agree on behalf of yourself and your organization to release AARP from all liability associated with sharing the Project Information with potential funders. We will alert you before this information is given to potential funders. **Do you give AARP permission to share this information with other organizations that might be interested in funding your project?**

YES

NO

NOTIFICATION

Successful applicants will be notified by email. In order to receive funding, selected applicants must execute and return a binding Memorandum of Understanding and completed financial forms to the AARP National office to Ibos@aarp.org and communitychallenge@aarp.org by 11:59 p.m. ET, July 15, 2019. Noncompliance with this time period may result in disqualification.

ADDITIONAL TERMS AND CONDITIONS

By submitting an application to AARP, the applicant agrees that:

- The decisions of AARP regarding the eligibility of participants and the validity of entries shall be final and binding.
- All submissions will be judged by AARP whose decisions and determinations as to the administration of the award and selection of award recipients are final.
- AARP has the right, in its sole discretion, to cancel, or suspend the award.
- All projects and applications shall not violate any third-party rights.
- Except where prohibited by law, participation in the Community Challenge constitutes the Applicant's consent to AARP's use of the organization's name and corporate logo, street address, city, state, zip code, county, and names, likenesses, photographs, videos, images, and statements made or provided by the Applicant's representatives regarding the award for promotional purposes in any media without further permission, consent, payment or other consideration.

All promotional materials (such as newsletters, press releases), events and signage related to the funded project will include a statement indicating that support was received from AARP.

ADDITIONAL TERMS AND CONDITIONS (continued)

The organization is required to capture photos of the project and encouraged to capture video. As the organization captures photos and video of the project, if an identifiable individual appears in the photos and/or videos, the organization is responsible for having him/her sign the AARP General Release (this document will be provided to grantees with the MOU and other required paperwork). In addition the organization should not include any element in photos or videos provided to AARP that may violate third party rights such as artwork and trademarks in text and logo other than those owned by the organization and AARP. The organization should be prepared to send work in progress photos to AARP upon request. Following the grant period, grantees are required to respond to periodic requests for updates from AARP.

The organization will prepare and deliver an After-Action Report with visuals (photos and/or video) to AARP no later than 11:59 p.m. ET, December 6, 2019. Information on submitting the report to AARP will be shared with grantees once they are selected.


AARP and its affiliated organizations, subsidiaries, agents and employees are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or any other error whether human, mechanical or electronic.

Please email questions to lbs@aarp.org and communitychallenge@aarp.org.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Dawn Bishop

FROM: Jim Bowling 

DATE: February 18, 2019

RE: North Water Street – ODOT Agreement

The Service Department is requesting City Council approval to execute the attached Ohio Department of Transportation (ODOT) LPA Federal Local-Let Project Agreement for improvements on North Water Street. This agreement is required for the acceptance of the ODOT Highway Safety Program (HSP) grant which was applied for with council's approval in Resolution 2018-41. The funding required for this Agreement is included in the approved 2018 Capital Plan.

c: Melanie Baker
Jon Giaquinto
Hope Jones
Sandy Lance

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Kent, hereinafter referred to as the LPA, 930 Overholt Rd., Kent OH 44240.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The resurfacing of N Water St (CR 502) and providing standard travel lane widths between Main St and Fairchild Ave in the City of Kent, which includes curb extensions, new pavement markings, reconfiguring on-street parking, pedestrian street lighting, new brick tree lawn and (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 1,325,930 as set forth in Attachment 1. ODOT shall provide to the LPA 90 percent of the eligible preliminary engineering, right-of-way and construction costs, up to a maximum of \$ 1,140,238 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices

that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by

the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

James Bowling, PE
930 Overholt Rd.
Kent OH 44240
330-678-8106
BowlingJ@kent-ohio.org

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT 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.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;

- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contactor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such

litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors.

Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

James Bowling, PE	Jeffrey Cutler, PE
930 Overholt Rd.	ODOT District 4 LPA Manager
Kent OH 44240	2088 South Arlington Rd.
330-678-8106	Akron OH 44306
BowlingJ@kent-ohio.org	Jeff.Cuytler@dot.ohio.gov

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. ⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of

Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

POR CR502 N WATER ST.
COUNTY-ROUTE-SECTION

109347
PID NUMBER

33328
AGREEMENT NUMBER

DUNS NUMBER

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Approved as to Form:

Hope Jones, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount ONE HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED NINETY THREE Dollars (\$185,693) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the CAPITAL Fund fee from any obligation or certificates now outstanding.

Dave Coffee, Director of Budget and Finance

Date

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES		LPA FUNDS		FHWA FUNDS		Other FUNDS- TRC		TOTAL
	amount	%	amount	%	amount	%	amount	%	
PE Preliminary develop; environ clearance	\$15,090	10			\$135,807	90	\$0		\$150,897
PE final design; construction plans and specs	\$900	10			\$8,101	90	\$0		\$9,001
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$0				\$0		\$0		\$0
ADVERTISING, COMPETITIVE BIDDING & CONTRACT AWARD	\$0				\$0		\$0		\$0
CONSTRUCTION fund source 1	\$110,703	10			\$996,329	90	\$0		\$1,107,032
Const. admin, mat'l testing & inspection	\$0				\$0		\$0		\$0
CONSTRUCTION fund source 2	\$59,000	100			\$0		\$0		\$59,000
Const. admin, mat'l testing & inspection	\$0				\$0		\$0		\$0
OTHER DIRECT OUT -OF-POCKET EXPENSES (provide details)	\$0				\$0		\$0		\$0
	\$185,693				\$1,140,237		\$0		\$1,325,930

109347
PID NUMBER

33328
AGREEMENT NUMBER

DUNS NUMBER

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We the City of Kent request that all payments for the Federal/State share of the construction costs of this agreement performed by _____
(CONTRACTOR'S NAME)

be paid directly to _____
(CONTRACTOR'S NAME)

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT DECEMBER 2018

FIRE INCIDENT RESPONSE INFORMATION

Summary of Fire Incident Alarms

City of Kent	49	42	32
Kent State University	7	17	4
Franklin Township	7	12	19
Sugar Bush Knolls	0	0	0
Mutual Aid Given	2	4	5
Total Fire Incident Alarms	65	75	60

Summary of Mutual Aid Received by Location

City of Kent	1	3	0
Kent State University	0	0	0
Franklin Township	0	1	1
Sugar Bush Knolls	0	0	0
Total Mutual Aid	1	4	1

CURRENT PERIOD			YEAR TO DATE		
2018	2017	2016	2018	2017	2016
665	611	600			
126	122	74			
172	175	154			
3	2	3			
30	36	35			
996	946	866			

EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

Summary of Emergency Medical Service Responses

City of Kent	222	232	199
Kent State University	31	21	20
Franklin Township	40	43	39
Sugar Bush Knolls	9	1	1
Mutual Aid Given	2	1	2
Total Emergency Medical Service Responses	304	298	261

Summary of Mutual Aid Received by Location

City of Kent	8	0	1
Kent State University	0	0	0
Franklin Township	0	0	0
Sugar Bush Knolls	0	0	0
Total Mutual Aid	8	0	1

CURRENT PERIOD			YEAR TO DATE		
2018	2017	2016	2018	2017	2016
2628	2527	2336			
371	300	360			
567	507	492			
36	3	8			
36	36	32			
3638	3373	3228			

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

369	373	321	4634	4319	4094
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TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

378	377	323	4680	4353	4150
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KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT JANUARY 2019

FIRE INCIDENT RESPONSE INFORMATION

Summary of Fire Incident Alarms

City of Kent	42	42	40
Kent State University	10	18	6
Franklin Township	26	3	10
Sugar Bush Knolls	0	2	0
Mutual Aid Given	3	0	0
Total Fire Incident Alarms	81	65	56

Summary of Mutual Aid Received by Location

City of Kent	0	2	2
Kent State University	0	0	0
Franklin Township	0	0	0
Sugar Bush Knolls	0	0	0
Total Mutual Aid	0	2	2

CURRENT PERIOD		
2019	2018	2017
42	42	40
10	18	6
26	3	10
0	2	0
3	0	0
81	65	56

YEAR TO DATE		
2019	2018	2017
42	42	40
10	18	6
26	3	10
0	2	0
3	0	0
81	65	56

EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

Summary of Emergency Medical Service Responses

City of Kent	248	202	233
Kent State University	22	19	21
Franklin Township	60	44	39
Sugar Bush Knolls	0	0	0
Mutual Aid Given	1	6	5
Total Emergency Medical Service Responses	331	271	298

Summary of Mutual Aid Received by Location

City of Kent	0	3	0
Kent State University	0	0	0
Franklin Township	2	0	0
Sugar Bush Knolls	0	0	0
Total Mutual Aid	2	3	0

CURRENT PERIOD		
2019	2018	2017
248	202	233
22	19	21
60	44	39
0	0	0
1	6	5
331	271	298

YEAR TO DATE		
2019	2018	2017
248	202	233
22	19	21
60	44	39
0	0	0
1	6	5
331	271	298

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

412	336	354
414	341	356

TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

**KENT POLICE DEPARTMENT
FEBRUARY 2019**

	FEBRUARY 2018	FEBRUARY 2019	TOTAL 2018	TOTAL 2019
CALLS FOR SERVICE	1940	2443	3807	4870
FIRE CALLS	352	375	693	789
ARRESTS, TOTAL	115	122	218	234
JUVENILE ARRESTS	8	5	11	8
O.V.I. ARRESTS	15	11	26	19
TRAFFIC CITATIONS	218	315	418	563
PARKING TICKETS	879	931	970	1982
ACCIDENT REPORTS				
ACCIDENT REPORTS	63	56	140	118
Property Damage	36	42	85	90
Injury	4	1	15	1
Private Property	17	12	31	25
Hit-Skip	4	0	6	0
OVI Related	1	0	2	0
Pedestrians	1	1	1	2
Fatals	0	0	0	0
U.C.R. STATISTICS				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	0	1	1	2
Assault Total	14	8	27	23
Serious	3	0	4	1
Simple	11	8	23	22
Burglary	3	4	9	10
Larceny	19	33	46	54
Auto Theft	1	0	2	0
Arson	0	0	0	0
Human Trafficking: Servitude	0	0	0	0
Human Trafficking: Sex Acts	0	0	0	0
TOTAL	37	46	85	89
CRIME CLEARANCES				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	0	0	0	0
Assault Total	12	6	20	24
Serious	2	0	3	1
Simple	10	6	17	24
Burglary	0	1	2	4
Larceny	2	5	6	5
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	14	12	28	33



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: March 1, 2019

RE: Monthly Permit and Zoning Complaint Report – February, 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 02/01/19 - 02/28/19

Summary Listing

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type BZA-BOARD OF ZONING APPEALS						
BZA - BOARD OF BUILDING APPEALS	Permit Type BZA-BOARD OF ZONING APPEALS Totals	1	0	50.00	.00	50.00
		1	0	\$50.00	\$0.00	\$50.00
Permit Type ELECTRICAL COMM-ELECTRICAL COMMERCIAL						
3% BBS - 3% BBS		3	0	30.05	.00	30.05
COM-ELEC ADD - Commercial Electric Addition		1	0	733.35	.00	733.35
COM-ELEC REPAIR - Commercial Electric Repair/Remodel		2	0	268.20	.00	268.20
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews		2	0	206.25	.00	206.25
	Permit Type ELECTRICAL COMM-ELECTRICAL COMMERCIAL Totals	8	0	\$1,237.85	\$0.00	\$1,237.85
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
	Permit Type ENGINEERING COM-ENGINEERING COMMERCIAL Totals	2	0	\$40.00	\$0.00	\$40.00
Permit Type ENGINEERING RES-ENGINEERING RESIDENTIAL						
EXCAVATION - EXCAVATION		5	0	100.00	.00	100.00
W-TAP 1" +PRTS - WATER TAP 1" +MISC PARTS NO METER		1	3	440.00	(395.00)	45.00
	Permit Type ENGINEERING RES-ENGINEERING RESIDENTIAL Totals	6	3	\$540.00	(\$395.00)	\$145.00
Permit Type EXISTING COMM-EXISTING COMMERCIAL						
3% BBS - 3% BBS		5	0	12.48	.00	12.48
COM-BUILD ADD - Commercial Building Addition		2	0	216.00	.00	216.00
COM-BUILD REPAIR - Commercial Building Repair/Remodel		5	0	300.00	.00	300.00
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews		15	0	1,106.25	.00	1,106.25
PLAN REVIEW 4+ - Plan Review for 4 or More Reviews		1	0	500.00	.00	500.00
	Permit Type EXISTING COMM-EXISTING COMMERCIAL Totals	28	0	\$2,134.73	\$0.00	\$2,134.73
Permit Type EXISTING RES-EXISTING RESIDENTIAL						
1% BBS - 1% BBS		4	0	4.58	.00	4.58
RES-BUILD ADD 1 - Residential Building Addition- Single Family		1	0	207.70	.00	207.70
RES-BUILD REPAIR - Residential Building Remodel/Repair		3	0	250.00	.00	250.00
	Permit Type EXISTING RES-EXISTING RESIDENTIAL Totals	8	0	\$462.28	\$0.00	\$462.28
Permit Type FIRE ALARM-FIRE ALARM						
3% BBS - 3% BBS		1	0	203.21	.00	203.21
COM-SUPR SYS NEW - Commercial Suppression Systems New		1	0	6,773.67	.00	6,773.67
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews		3	0	1,256.25	.00	1,256.25
	Permit Type FIRE ALARM-FIRE ALARM Totals	5	0	\$8,233.13	\$0.00	\$8,233.13
Permit Type HVAC COMM-HVAC COMMERCIAL						
3% BBS - 3% BBS		3	0	6.52	.00	6.52
COM-HVAC REPAIR - Commercial HVAC Repair/Remodel		1	0	67.25	.00	67.25
COM-HVAC REPLACE - Commercial HVAC Replacement		2	0	150.00	.00	150.00

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type HVAC COMM-HVAC COMMERCIAL Totals						
		6	0	\$223.77	\$0.00	\$223.77
Permit Type HVAC RES-HVAC RESIDENTIAL						
1% BBS - 1% BBS		8	0	3.45	.00	3.45
RES-HVAC ADD - Residential HVAC Addition		1	0	50.00	.00	50.00
RES-HVAC OWN RPL - Residential HVAC Owner Occupied Replacement		6	0	245.00	.00	245.00
RES-HVAC REPAIR - Residential HVAC Repair/Remodel		1	0	50.00	.00	50.00
Permit Type HVAC RES-HVAC RESIDENTIAL Totals						
		16	0	\$348.45	\$0.00	\$348.45
Permit Type NEW MULTIFM-NEW MULTIFAMILY						
COM-REINSPECTION - Commercial Reinspection Fees		1	0	100.00	.00	100.00
Permit Type NEW MULTIFM-NEW MULTIFAMILY Totals						
		1	0	\$100.00	\$0.00	\$100.00
Permit Type PC-PLANNING COMMISSION						
PC - PLANNING COMMISSION		2	0	200.00	.00	200.00
Permit Type PC-PLANNING COMMISSION Totals						
		2	0	\$200.00	\$0.00	\$200.00
Permit Type PLUMB COMM-PLUMBING COMMERCIAL						
3% BBS - 3% BBS		6	0	16.50	.00	16.50
COM-PLUMB REPLAC - Commercial Plumbing Replacement		1	0	50.00	.00	50.00
CRES-PLUMB RPAIR - Commercial Residential Plumbing Repair/Remodel		5	0	500.00	.00	500.00
Permit Type PLUMB COMM-PLUMBING COMMERCIAL Totals						
		12	0	\$566.50	\$0.00	\$566.50
Permit Type PLUMB RES-PLUMBING RESIDENTIAL						
1% BBS - 1% BBS		9	0	3.90	.00	3.90
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-REINSPECTION - Residential Reinspection Fee		2	0	100.00	.00	100.00
Permit Type PLUMB RES-PLUMBING RESIDENTIAL Totals						
		20	0	\$493.90	\$0.00	\$493.90
Permit Type SIGN/AWNINGS-SIGN/AWNINGS						
COM-ZONING PSIGN - Commercial Zoning Permanent Signs		1	0	50.00	.00	50.00
Permit Type SIGN/AWNINGS-SIGN/AWNINGS Totals						
		1	0	\$50.00	\$0.00	\$50.00
Permit Type ZONING-ZONING						
COM-ZONING ADD - Commercial Zoning Addition		1	0	102.40	.00	102.40
COM-ZONING TSIGN - Commercial Zoning Temporary Signs		1	0	25.00	.00	25.00
RES-ZONING - Residential Zoning Fence Pool Etc		1	0	25.00	.00	25.00
RES-ZONING ADD - Residential Zoning Addition		2	0	50.00	.00	50.00
Permit Type ZONING-ZONING Totals						
		5	0	\$202.40	\$0.00	\$202.40
Grand Totals						
		129	3	\$15,085.01	(\$395.00)	\$14,690.01

Permit Revenue Report

Payment Date Range 02/01/19 - 02/28/19

Detail Listing

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type BZA-BOARD OF ZONING APPEALS						
BZA - BOARD OF BUILDING APPEALS						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
02/19/2019	Payment Monies Received	BZ19-007	FAST SIGNS	50.00	50.00	50.00
					\$50.00	
Permit Type BZA-BOARD OF ZONING APPEALS Totals						
		1	0	\$50.00	\$0.00	\$50.00
Permit Type ELECTRICAL COMM-ELECTRICAL COMMERCIAL						
3% BBS - 3% BBS						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
02/12/2019	Payment Monies Received	2019-00000079	MONTY ENTERPRISES	30.05	30.05	30.05
02/20/2019	Payment Monies Received	2019-00000088	KV ELECTRIC LLC		2.50	
02/25/2019	Payment Monies Received	2019-00000042	WIRED AKRON LLC		22.00	
					5.55	
					\$30.05	
COM-ELEC ADD - Commercial Electric Addition						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
02/20/2019	Payment Monies Received	2019-00000088	KV ELECTRIC LLC	733.35	733.35	733.35
					\$733.35	
COM-ELEC REPAIR - Commercial Electric Repair/Remodel						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
02/12/2019	Payment Monies Received	2019-00000079	MONTY ENTERPRISES	268.20	268.20	268.20
02/25/2019	Payment Monies Received	2019-00000042	WIRED AKRON LLC		83.20	
					185.00	
					\$268.20	
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
02/25/2019	Payment Monies Received	2019-00000042	WIRED AKRON LLC	206.25	206.25	206.25
02/25/2019	Payment Monies Received	2019-00000042	WIRED AKRON LLC		150.00	
					56.25	
					\$206.25	
Permit Type ELECTRICAL COMM-ELECTRICAL COMMERCIAL Totals						
		8	0	\$1,237.85	\$0.00	\$1,237.85
Permit Type ELECTRICAL RES-ELECTRICAL RESIDENTIAL						
1% BBS - 1% BBS						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
02/01/2019	Payment Monies Received	2019-00000055	HUBERTY ELECTRIC INC	2.00	2.00	2.00
02/07/2019	Payment Monies Received	2019-00000067	DENISON ELECTRIC		.50	
02/13/2019	Payment Monies Received	2019-00000080	WESTPORT ELECTRIC INC		.50	
02/13/2019	Payment Monies Received	2019-00000081	WESTPORT ELECTRIC INC		.50	
					\$2.00	
RES-ELEC REPAIR - Residential Electric Remodel/Repair						
Date	Transaction Type	Permit Number	Issued To	Amount	Amount	
02/01/2019	Payment Monies Received	2019-00000055	HUBERTY ELECTRIC INC	200.00	200.00	200.00
					50.00	

Fee Code	Fee Type	Permit Number	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
ELECTRICAL RES-ELECTRICAL RESIDENTIAL							
RES-ELEC REPAIR - Residential Electric Remodel/Repair							
Date	Transaction Type	Permit Number	Issued To		Amount	Amount	
02/07/2019	Payment Monies Received	2019-00000067	DENISON ELECTRIC		200.00	50.00	200.00
02/13/2019	Payment Monies Received	2019-00000080	WESTPORT ELECTRIC INC			50.00	
02/13/2019	Payment Monies Received	2019-00000081	WESTPORT ELECTRIC INC			50.00	
						\$200.00	
Permit Type ELECTRICAL RES-ELECTRICAL RESIDENTIAL Totals					\$202.00	\$0.00	\$202.00
ENGINEERING COM-ENGINEERING COMMERCIAL							
EXCAVATION - EXCAVATION							
Date	Transaction Type	Permit Number	Issued To		Amount	Amount	
02/12/2019	Payment Monies Received	2019-00000019	MCIMETRO		40.00	20.00	40.00
02/12/2019	Payment Monies Received	2019-00000020	MCIMETRO			20.00	
						\$40.00	
Permit Type ENGINEERING COM-ENGINEERING COMMERCIAL Totals					\$40.00	\$0.00	\$40.00
ENGINEERING COM-ENGINEERING COMMERCIAL							
EXCAVATION - EXCAVATION							
Date	Transaction Type	Permit Number	Issued To		Amount	Amount	
02/08/2019	Payment Monies Received	2018-00000149	DOMINION EAST OHIO GAS		100.00	20.00	100.00
02/13/2019	Payment Monies Received	2019-00000014	DOMINION EAST OHIO GAS			20.00	
02/13/2019	Payment Monies Received	2019-00000016	DOMINION EAST OHIO GAS			20.00	
02/15/2019	Payment Monies Received	2019-00000021	DOMINION EAST OHIO GAS			20.00	
02/27/2019	Payment Monies Received	2019-00000022	PATRICK C MADONIO			20.00	
						\$100.00	
Permit Type ENGINEERING COM-ENGINEERING COMMERCIAL Totals					\$40.00	\$0.00	\$40.00
WATER TAP 1" +MISC PARTS NO METER							
W-TAP 1" +PRTS - WATER TAP 1" +MISC PARTS NO METER							
Date	Transaction Type	Permit Number	Issued To		Amount	Amount	
02/07/2019	Payment Monies Received	2018-00000098	CROOKED RIVER LAND CO LTD		440.00	440.00	440.00
02/25/2019	Adjustment	2018-00000098	CROOKED RIVER LAND CO LTD			(440.00)	
02/25/2019	Adjustment	2018-00000098	CROOKED RIVER LAND CO LTD			440.00	
02/26/2019	Adjustment	2018-00000098	CROOKED RIVER LAND CO LTD			(395.00)	
						\$45.00	
Permit Type WATER TAP 1" +MISC PARTS NO METER Totals					440.00	(395.00)	45.00
ENGINEERING RES-ENGINEERING RESIDENTIAL							
EXISTING COMM-EXISTING COMMERCIAL							
Date	Transaction Type	Permit Number	Issued To		Amount	Amount	
02/26/2019	Payment Monies Received	2019-00000012	BOTNICK REALTY		12.48	1.50	12.48
02/26/2019	Payment Monies Received	2019-00000013	BOTNICK REALTY			1.50	
02/26/2019	Payment Monies Received	2019-00000014	BOTNICK REALTY			1.50	
02/26/2019	Payment Monies Received	2019-00000015	BOTNICK REALTY			1.50	
02/27/2019	Payment Monies Received	2018-00000737	MILLER GARAGE DOOR			6.48	
						\$145.00	
Permit Type ENGINEERING RES-ENGINEERING RESIDENTIAL Totals					\$540.00	(\$395.00)	\$145.00

Permit Revenue Report

Payment Date Range 02/01/19 - 02/28/19
Detail Listing

Fee Code	Permit Type	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
COM-BUILD ADD - Commercial Building Addition							
		Transaction Type	Permit Number	Issued To	Amount	Amount	
02/27/2019		Payment Monies Received	2018-00000737	MILLER GARAGE DOOR	216.00	108.00	216.00
02/27/2019		Payment Monies Received	2018-00000737	MILLER GARAGE DOOR		108.00	
						\$216.00	
						\$12.48	
COM-BUILD REPAIR - Commercial Building Repair/Remodel							
		Transaction Type	Permit Number	Issued To	Amount	Amount	
02/26/2019		Payment Monies Received	2017-00000694	SCF RC FUNDING IV LLC	300.00	100.00	300.00
02/26/2019		Payment Monies Received	2019-00000012	BOTNICK REALTY		50.00	
02/26/2019		Payment Monies Received	2019-00000013	BOTNICK REALTY		50.00	
02/26/2019		Payment Monies Received	2019-00000014	BOTNICK REALTY		50.00	
02/26/2019		Payment Monies Received	2019-00000015	BOTNICK REALTY		50.00	
						\$300.00	
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews							
		Transaction Type	Permit Number	Issued To	Amount	Amount	
02/19/2019		Payment Monies Received	2018-00000718	J L MOORE, INC	1,106.25	93.75	1,106.25
02/19/2019		Payment Monies Received	2018-00000786	MID CONTINENT CONSTRUCTION		131.25	
02/26/2019		Payment Monies Received	2019-00000012	BOTNICK REALTY		75.00	
02/26/2019		Payment Monies Received	2019-00000012	BOTNICK REALTY		93.75	
02/26/2019		Payment Monies Received	2019-00000013	BOTNICK REALTY		56.25	
02/26/2019		Payment Monies Received	2019-00000013	BOTNICK REALTY		56.25	
02/26/2019		Payment Monies Received	2019-00000013	BOTNICK REALTY		56.25	
02/26/2019		Payment Monies Received	2019-00000013	BOTNICK REALTY		75.00	
02/26/2019		Payment Monies Received	2019-00000014	BOTNICK REALTY		75.00	
02/26/2019		Payment Monies Received	2019-00000014	BOTNICK REALTY		56.25	
02/26/2019		Payment Monies Received	2019-00000014	BOTNICK REALTY		56.25	
02/26/2019		Payment Monies Received	2019-00000015	BOTNICK REALTY		56.25	
02/26/2019		Payment Monies Received	2019-00000015	BOTNICK REALTY		56.25	
02/26/2019		Payment Monies Received	2019-00000015	BOTNICK REALTY		75.00	
02/27/2019		Payment Monies Received	2018-00000737	MILLER GARAGE DOOR		93.75	
						\$1,106.25	
PLAN REVIEW 4+ - Plan Review for 4 or More Reviews							
		Transaction Type	Permit Number	Issued To	Amount	Amount	
02/19/2019		Payment Monies Received	2018-00000718	J L MOORE, INC	500.00	500.00	500.00
						500.00	
						\$500.00	
						\$0.00	
						\$2,134.73	
						\$0.00	
						\$2,134.73	

Permit Revenue Report

Payment Date Range 02/01/19 - 02/28/19

Detail Listing

Fee Code	Permit Type	Transaction Type	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed																																																																								
1% BBS - 1% BBS	EXISTING RES-EXISTING RESIDENTIAL																																																																															
		<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>																																																																									
		Payment Monies Received		2019-000000064	BATTAGLIA CONSTRUCTION	4.58	.50	4.58																																																																								
		Payment Monies Received		2019-000000083	PAINO ASSOCIATES		1.00																																																																									
		Payment Monies Received		2019-000000076	QUALITY CARE CONSTRUCTION		2.08																																																																									
		Payment Monies Received		2019-000000096	MILLER GARAGE DOOR		1.00																																																																									
							\$4.58																																																																									
RES-BUILD ADD 1 - Residential Building Addition- Single Family																																																																																
		<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>																																																																									
		Payment Monies Received		2019-000000076	QUALITY CARE CONSTRUCTION	207.70	207.70	207.70																																																																								
							\$207.70																																																																									
RES-BUILD REPAIR - Residential Building Remodel/Repair																																																																																
		<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>																																																																									
		Payment Monies Received		2019-000000064	BATTAGLIA CONSTRUCTION	250.00	50.00	250.00																																																																								
		Payment Monies Received		2019-000000083	PAINO ASSOCIATES		100.00																																																																									
		Payment Monies Received		2019-000000096	MILLER GARAGE DOOR		100.00																																																																									
							\$250.00																																																																									
3% BBS - 3% BBS	EXISTING RES-EXISTING RESIDENTIAL																																																																															
		<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>																																																																									
		Payment Monies Received		2019-000000022	PRECISION ELECTRICAL CONTRACTORS	203.21	203.21	203.21																																																																								
							\$203.21																																																																									
COM-SUPR SYS NEW - Commercial Suppression Systems New																																																																																
		<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>																																																																									
		Payment Monies Received		2019-000000022	PRECISION ELECTRICAL CONTRACTORS	6,773.67	6,773.67	6,773.67																																																																								
							\$6,773.67																																																																									
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>																																																																									
		Payment Monies Received		2019-000000022	PRECISION ELECTRICAL CONTRACTORS	1,256.25	1,256.25	1,256.25																																																																								
							\$1,256.25																																																																									
3% BBS - 3% BBS	HVAC COMM-HVAC COMMERCIAL																																																																															
		<i>Transaction Type</i>		<i>Permit Number</i>	<i>Issued To</i>		<i>Amount</i>																																																																									
		Payment Monies Received		2019-000000089	KIMMEL HEATING & A/C LLC	6.52	2.02	6.52																																																																								
							\$2.02																																																																									
<table border="0" style="width:100%"> <tr> <td style="width:50%">Permit Type EXISTING RES-EXISTING RESIDENTIAL Totals</td> <td style="width:10%; text-align:right">8</td> <td style="width:10%; text-align:right">0</td> <td style="width:10%; text-align:right">\$462.28</td> <td style="width:10%; text-align:right">\$462.28</td> <td style="width:10%; text-align:right">\$0.00</td> <td style="width:10%; text-align:right"></td> <td style="width:10%; text-align:right"></td> <td style="width:10%; text-align:right"></td> </tr> <tr> <td>Permit Type FIRE ALARM-FIRE ALARM</td> <td>1</td> <td>0</td> <td>203.21</td> <td>203.21</td> <td>.00</td> <td></td> <td></td> <td>203.21</td> </tr> <tr> <td>Permit Type EXISTING RES-EXISTING RESIDENTIAL Totals</td> <td>1</td> <td>0</td> <td>6,773.67</td> <td>6,773.67</td> <td>.00</td> <td></td> <td></td> <td>6,773.67</td> </tr> <tr> <td>Permit Type COM-SUPR SYS NEW - Commercial Suppression Systems New</td> <td>1</td> <td>0</td> <td>6,773.67</td> <td>6,773.67</td> <td>.00</td> <td></td> <td></td> <td>6,773.67</td> </tr> <tr> <td>Permit Type PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews</td> <td>3</td> <td>0</td> <td>1,256.25</td> <td>1,256.25</td> <td>.00</td> <td></td> <td></td> <td>1,256.25</td> </tr> <tr> <td>Permit Type FIRE ALARM-FIRE ALARM Totals</td> <td>5</td> <td>0</td> <td>\$8,233.13</td> <td>\$8,233.13</td> <td>\$0.00</td> <td></td> <td></td> <td>\$8,233.13</td> </tr> <tr> <td>Permit Type HVAC COMM-HVAC COMMERCIAL</td> <td>3</td> <td>0</td> <td>6.52</td> <td>6.52</td> <td>.00</td> <td></td> <td></td> <td>6.52</td> </tr> <tr> <td>Permit Type 3% BBS - 3% BBS</td> <td>02/15/2019</td> <td>Payment Monies Received</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>									Permit Type EXISTING RES-EXISTING RESIDENTIAL Totals	8	0	\$462.28	\$462.28	\$0.00				Permit Type FIRE ALARM-FIRE ALARM	1	0	203.21	203.21	.00			203.21	Permit Type EXISTING RES-EXISTING RESIDENTIAL Totals	1	0	6,773.67	6,773.67	.00			6,773.67	Permit Type COM-SUPR SYS NEW - Commercial Suppression Systems New	1	0	6,773.67	6,773.67	.00			6,773.67	Permit Type PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews	3	0	1,256.25	1,256.25	.00			1,256.25	Permit Type FIRE ALARM-FIRE ALARM Totals	5	0	\$8,233.13	\$8,233.13	\$0.00			\$8,233.13	Permit Type HVAC COMM-HVAC COMMERCIAL	3	0	6.52	6.52	.00			6.52	Permit Type 3% BBS - 3% BBS	02/15/2019	Payment Monies Received						
Permit Type EXISTING RES-EXISTING RESIDENTIAL Totals	8	0	\$462.28	\$462.28	\$0.00																																																																											
Permit Type FIRE ALARM-FIRE ALARM	1	0	203.21	203.21	.00			203.21																																																																								
Permit Type EXISTING RES-EXISTING RESIDENTIAL Totals	1	0	6,773.67	6,773.67	.00			6,773.67																																																																								
Permit Type COM-SUPR SYS NEW - Commercial Suppression Systems New	1	0	6,773.67	6,773.67	.00			6,773.67																																																																								
Permit Type PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews	3	0	1,256.25	1,256.25	.00			1,256.25																																																																								
Permit Type FIRE ALARM-FIRE ALARM Totals	5	0	\$8,233.13	\$8,233.13	\$0.00			\$8,233.13																																																																								
Permit Type HVAC COMM-HVAC COMMERCIAL	3	0	6.52	6.52	.00			6.52																																																																								
Permit Type 3% BBS - 3% BBS	02/15/2019	Payment Monies Received																																																																														

Permit Revenue Report

Payment Date Range 02/01/19 - 02/28/19

Detail Listing

Fee Code	Transaction Type	Permit Number	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
HVAC COMM-HVAC COMMERCIAL							
3% BBS - 3% BBS	Payment Monies Received	2019-00000090	3	0	6.52	.00	6.52
	Payment Monies Received	2019-00000094				1.50 3.00 \$6.52	
COM-HVAC REPAIR - Commercial HVAC Repair/Remodel							
02/19/2019	Payment Monies Received	2019-00000089	1	0	67.25	.00	67.25
02/15/2019	Payment Monies Received	2019-00000089				67.25 \$67.25	
COM-HVAC REPLACE - Commercial HVAC Replacement							
02/19/2019	Payment Monies Received	2019-00000090	2	0	150.00	.00	150.00
02/22/2019	Payment Monies Received	2019-00000094				50.00 100.00 \$150.00	
Permit Type HVAC COMM-HVAC COMMERCIAL Totals							
			6	0	\$223.77	\$0.00	\$223.77
HVAC RES-HVAC RESIDENTIAL							
1% BBS - 1% BBS	Payment Monies Received	2019-00000053	8	0	3.45	.00	3.45
02/01/2019	Payment Monies Received	2019-00000059				.35 .50 .35 .35 .35 .50 .35 \$.70 \$3.45	
02/04/2019	Payment Monies Received	2019-00000060					
02/04/2019	Payment Monies Received	2019-00000061					
02/04/2019	Payment Monies Received	2019-00000062					
02/11/2019	Payment Monies Received	2019-00000075					
02/11/2019	Payment Monies Received	2019-00000078					
02/26/2019	Payment Monies Received	2019-00000098					
Permit Type HVAC COMM-HVAC COMMERCIAL Totals							
			8	0	3.45	.00	3.45
RES-HVAC ADD - Residential HVAC Addition							
02/04/2019	Payment Monies Received	2019-00000059	1	0	50.00	.00	50.00
RES-HVAC OWN RPL - Residential HVAC Owner Occupied Replacement							
02/01/2019	Payment Monies Received	2019-00000053	6	0	245.00	.00	245.00
02/04/2019	Payment Monies Received	2019-00000060				35.00 35.00 35.00 35.00 35.00	
02/04/2019	Payment Monies Received	2019-00000061					
02/04/2019	Payment Monies Received	2019-00000062					
02/11/2019	Payment Monies Received	2019-00000078					

Payment Date Range 02/01/19 - 02/28/19

Detail Listing

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type HVAC RES-HVAC RESIDENTIAL						
RES-HVAC OWN RPL - Residential HVAC Owner Occupied Replacement		6	0	245.00	.00	245.00
02/26/2019	Transaction Type Payment Monies Received	Permit Number 2019-00000098	Issued To APOLLO HEATING & COOLING	Amount 70.00	Amount \$245.00	
RES-HVAC REPAIR - Residential HVAC Repair/Remodel						
02/11/2019	Transaction Type Payment Monies Received	Permit Number 2019-00000075	Issued To GREER HEATING & AIR CONDITIONING	Amount 50.00	Amount \$50.00	50.00
Permit Type HVAC RES-HVAC RESIDENTIAL Totals						
		16	0	\$348.45	\$0.00	\$348.45
Permit Type NEW MULTIFM-NEW MULTIFAMILY						
COM-REINSPECTION - Commercial Reinspection Fees		1	0	100.00	.00	100.00
02/25/2019	Transaction Type Payment Monies Received	Permit Number 2017-00000216	Issued To CONTINENTAL BUILDING COMPANY	Amount 100.00	Amount \$100.00	
Permit Type NEW MULTIFM-NEW MULTIFAMILY Totals						
		1	0	\$100.00	\$0.00	\$100.00
Permit Type PC-PLANNING COMMISSION						
PC - PLANNING COMMISSION		2	0	200.00	.00	200.00
02/07/2019	Transaction Type Payment Monies Received	Permit Number PC19-004	Issued To ROBERT G II & REINARD	Amount 100.00		
02/19/2019	Transaction Type Payment Monies Received	Permit Number PC19-005	KEYWORK INVESTMENT GROUP LLC	Amount 100.00	Amount \$200.00	
Permit Type PC-PLANNING COMMISSION Totals						
		2	0	\$200.00	\$0.00	\$200.00
Permit Type PLUMB COMM-PLUMBING COMMERCIAL						
3% BBS - 3% BBS		6	0	16.50	.00	16.50
02/08/2019	Transaction Type Payment Monies Received	Permit Number 2019-00000068	Issued To AXIS PLUMBING	Amount 3.00		
02/08/2019	Transaction Type Payment Monies Received	Permit Number 2019-00000069	AXIS PLUMBING	Amount 3.00		
02/08/2019	Transaction Type Payment Monies Received	Permit Number 2019-00000071	KLINE & KAVALI	Amount 1.50		
02/13/2019	Transaction Type Payment Monies Received	Permit Number 2019-00000085	DYNAMERICAN	Amount 1.50		
02/14/2019	Transaction Type Payment Monies Received	Permit Number 2019-00000086	KLINE & KAVALI	Amount 1.50		
02/21/2019	Transaction Type Payment Monies Received	Permit Number 2019-00000092	NORTHLAKE PLUMBING LLC	Amount 6.00	Amount \$16.50	
Permit Type PLUMB COMM-PLUMBING COMMERCIAL Totals						
		6	0	16.50	.00	16.50
Permit Type PLUMB COMM-PLUMBING COMMERCIAL						
COM-PLUMB REPLAC - Commercial Plumbing Replacement		1	0	50.00	.00	50.00
02/08/2019	Transaction Type Payment Monies Received	Permit Number 2019-00000071	Issued To KLINE & KAVALI	Amount 50.00	Amount \$50.00	

Fee Code	Fee Type	Permit Number	Transaction Type	Permit Number	Issued To	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type PLUMB COMM-PLUMBING COMMERCIAL						5	0	500.00	.00	500.00
CRES-PLUMB RPAIR - Commercial Residential Plumbing										
Repair/Remodel										
Date	Transaction Type	Permit Number	Transaction Type	Permit Number	Issued To				Amount	
02/08/2019	Payment Monies Received	2019-00000068	Payment Monies Received	2019-00000068	AXIS PLUMBING			500.00	100.00	
02/08/2019	Payment Monies Received	2019-00000069	Payment Monies Received	2019-00000069	AXIS PLUMBING				100.00	
02/13/2019	Payment Monies Received	2019-00000085	Payment Monies Received	2019-00000085	DYNAMERICAN				50.00	
02/14/2019	Payment Monies Received	2019-00000086	Payment Monies Received	2019-00000086	KLINE & KAVALI				50.00	
02/21/2019	Payment Monies Received	2019-00000092	Payment Monies Received	2019-00000092	NORTHLAKE PLUMBING LLC				200.00	
									\$500.00	
Permit Type PLUMB COMM-PLUMBING COMMERCIAL Totals										
						12	0	\$566.50	\$0.00	\$566.50
Permit Type PLUMB RES-PLUMBING RESIDENTIAL										
1% BBS - 1% BBS										
Date	Transaction Type	Permit Number	Transaction Type	Permit Number	Issued To				Amount	
02/01/2019	Payment Monies Received	2019-00000056	Payment Monies Received	2019-00000056	ESP SERVICES INC.			3.90	.50	
02/04/2019	Payment Monies Received	2019-00000063	Payment Monies Received	2019-00000063	APPC PLUMBING SERVICES				.35	
02/08/2019	Payment Monies Received	2019-00000070	Payment Monies Received	2019-00000070	SHUMAN INC				.35	
02/08/2019	Payment Monies Received	2019-00000072	Payment Monies Received	2019-00000072	KLINE & KAVALI				.50	
02/11/2019	Payment Monies Received	2019-00000073	Payment Monies Received	2019-00000073	HAYNES PLUMBING LLC				.50	
02/11/2019	Payment Monies Received	2019-00000074	Payment Monies Received	2019-00000074	HARTVILLE PLUMBING & ASSOCIATES LTD				.50	
02/13/2019	Payment Monies Received	2019-00000082	Payment Monies Received	2019-00000082	HARTVILLE PLUMBING & ASSOCIATES LTD				.50	
02/14/2019	Payment Monies Received	2019-00000087	Payment Monies Received	2019-00000087	KLINE & KAVALI				.35	
02/22/2019	Payment Monies Received	2019-00000095	Payment Monies Received	2019-00000095	KLINE & KAVALI				.35	
									\$3.90	
Permit Type PLUMB RES-PLUMBING RESIDENTIAL Totals										
						9	0	3.90	.00	3.90
RES-PLUMB OWN RP - Residential Plumbing Owner Occupied										
Replacement										
Date	Transaction Type	Permit Number	Transaction Type	Permit Number	Issued To				Amount	
02/04/2019	Payment Monies Received	2019-00000063	Payment Monies Received	2019-00000063	APPC PLUMBING SERVICES			140.00	35.00	
02/08/2019	Payment Monies Received	2019-00000070	Payment Monies Received	2019-00000070	SHUMAN INC				35.00	
02/14/2019	Payment Monies Received	2019-00000087	Payment Monies Received	2019-00000087	KLINE & KAVALI				35.00	
02/22/2019	Payment Monies Received	2019-00000095	Payment Monies Received	2019-00000095	KLINE & KAVALI				35.00	
									\$140.00	
Permit Type RES-PLUMB OWN RP - Residential Plumbing Owner Occupied Totals										
						4	0	140.00	.00	140.00
RES-PLUMB REPAIR - Residential Plumbing Repair/Remodel										
Date	Transaction Type	Permit Number	Transaction Type	Permit Number	Issued To				Amount	
02/01/2019	Payment Monies Received	2019-00000056	Payment Monies Received	2019-00000056	ESP SERVICES INC.			250.00	50.00	
02/08/2019	Payment Monies Received	2019-00000072	Payment Monies Received	2019-00000072	KLINE & KAVALI				50.00	
02/11/2019	Payment Monies Received	2019-00000073	Payment Monies Received	2019-00000073	HAYNES PLUMBING LLC				50.00	
02/11/2019	Payment Monies Received	2019-00000074	Payment Monies Received	2019-00000074	HARTVILLE PLUMBING & ASSOCIATES LTD				50.00	
02/13/2019	Payment Monies Received	2019-00000082	Payment Monies Received	2019-00000082	HARTVILLE PLUMBING & ASSOCIATES LTD				50.00	
									\$250.00	
Permit Type RES-PLUMB REPAIR - Residential Plumbing Repair/Remodel Totals										
						5	0	250.00	.00	250.00

Permit Revenue Report

Payment Date Range 02/01/19 - 02/28/19

Detail Listing

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
PLUMB RES-PLUMBING RESIDENTIAL						
Permit Type	RES-REINSPECTION - Residential Reinspection Fee					
Date	02/07/2019	Permit Number 2019-00000027	Issued To COUNTRYSIDE PLUMBING INC	100.00	Amount 50.00	100.00
Date	02/25/2019	Permit Number 2019-00000082	HARTVILLE PLUMBING & ASSOCIATES LTD		50.00	
					\$100.00	
Permit Type PLUMB RES-PLUMBING RESIDENTIAL Totals						
		20	0	\$493.90	\$0.00	\$493.90
SIGN/AWNINGS-SIGN/AWNINGS						
Permit Type	COM-ZONING PSIGN - Commercial Zoning Permanent Signs					
Date	02/26/2019	Permit Number 2019-00000099	Issued To YOUNG REALTY COMPANY	50.00	Amount 50.00	50.00
					\$50.00	
Permit Type SIGN/AWNINGS-SIGN/AWNINGS Totals						
		1	0	\$50.00	\$0.00	\$50.00
ZONING						
Permit Type	COM-ZONING ADD - Commercial Zoning Addition					
Date	02/27/2019	Permit Number 2018-00000738	Issued To MILLER GARAGE DOOR	102.40	Amount 102.40	102.40
					\$102.40	
Permit Type ZONING Totals						
		1	0	\$102.40	\$0.00	\$102.40
TSIGN - Commercial Zoning Temporary Signs						
Date	02/21/2019	Permit Number 2019-00000093	Issued To LAWRENCE & KATHLEEN CONTI	25.00	Amount 25.00	25.00
					\$25.00	
Permit Type TSIGN - Commercial Zoning Temporary Signs Totals						
		1	0	25.00	.00	25.00
RESIDENTIAL Zoning Fence Pool Etc						
Date	02/21/2019	Permit Number 2019-00000091	Issued To 315 RFK LLC	25.00	Amount 25.00	25.00
					\$25.00	
Permit Type RESIDENTIAL Zoning Fence Pool Etc Totals						
		1	0	25.00	.00	25.00
RESIDENTIAL Zoning Addition						
Date	02/22/2019	Permit Number 2019-00000077	Issued To QUALITY CARE CONSTRUCTION	50.00	Amount 25.00	50.00
Date	02/27/2019	Permit Number 2019-00000097	MILLER GARAGE DOOR		25.00	
					\$50.00	
Permit Type RESIDENTIAL Zoning Addition Totals						
		2	0	50.00	.00	50.00
ZONING-ZONING						
Date	02/28/2019	Permit Type ZONING-ZONING		5	\$202.40	\$202.40
Grand Totals						
		129	3	\$15,085.01	(\$395.00)	\$14,690.01

Case by Inspector Report

Date Type: Open Date

From Date: 02/01/2019 - To Date: 02/28/2019

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
Inspector:	Paul Bauer							
PROPERTY MAINTENANCE	2019-00000143	Active	garage roof disrepair	02/06/2019		23	Paul J. Bauer	347 CRAIN AVE KENT, OH 44240
ENGINEERING SITE	2019-00000164	Active	water discharge from sump to street	02/11/2019		18	neighbor	383 WILSON AVE KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000167	Active	cat feces and urine throughout house	02/11/2019		18	Kimberly S. Lafferty	654 WOODSIDE DR KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000181	Active	shed roof in disrepair	02/15/2019		14	Eric C. Helmstedter	687 EMICH KENT, OH 44240
UPHOLSTERED FURNITURE OUTDOORS	2019-00000184	Active	furniture next to house	02/18/2019		11	Eric C. Helmstedter	1314 CAROL DR KENT, OH 44240
ENGINEERING SITE	2019-00000186	Active	sump pump discharge at sidewalk	02/20/2019		9	David A. Ruller	334 N MANTUA ST KENT, OH 44240
ENGINEERING SITE	2019-00000187	Active	Water discharging from sump pump onto sidewalk	02/20/2019		9	David A. Ruller	404 N MANTUA ST KENT, OH 44240
TRASH-DEBRIS	2019-00000195	Active	ottoman on tree lawn	02/22/2019		7	Paul J. Bauer	419 EARL AVE KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000201	Active	ladder to access loft bedroom	02/27/2019		2	Eric C. Helmstedter	433 FAIRCHILD AVE KENT, OH 44240
TRASH-DEBRIS	2019-00000207	Active	Couch on tree lawn	02/28/2019		1	Eric C. Helmstedter	697 SILVER MEADOWS BLVD KENT, OH 44240
TRASH-DEBRIS	2019-00000208	Active	trash on tree lawn	02/28/2019		1	Paul J. Bauer	733 STINAFF ST KENT, OH 44240
Paul Bauer Totals:		11 Case(s)						
Inspector:	Eric Helmstedter							
UPHOLSTERED FURNITURE OUTDOORS	2019-00000129	Active	Couch in the backyard	02/05/2019		24	Eric C. Helmstedter	129 N DEPEYSTER ST KENT, OH 44240

Case by Inspector Report

Date Type: Open Date

From Date: 02/01/2019 - To Date: 02/28/2019

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
PROPERTY MAINTENANCE	2019-00000136	Active	Fascia/soffit/gutter pulled from the trusses/rafters	02/05/2019		24	Eric C. Helmstedter	132 W OAK ST KENT, OH 44240
ZONING-ROOMING HOUSE	2019-00000137	Active	Advertising for a 3rd student roommate	02/05/2019		24	Eric C. Helmstedter	125 E WILLIAMS ST KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000138	Active	Gutter and fascia fell off trusses/rafters	02/05/2019		24	Eric C. Helmstedter	735 STOW ST KENT, OH 44240
BUILDING CODE	2019-00000142	Active	New deck w/o permit	02/06/2019		23	Eric C. Helmstedter	1036 KEVIN DR KENT, OH 44240
ZONING-ROOMING HOUSE	2019-00000149	Active	More than 2 unrelated	02/07/2019		22	Paul J. Bauer	932 S WATER ST KENT, OH 44240
TRASH-DEBRIS	2019-00000161	Active	Carpet & padding on the tree lawn	02/11/2019		18	Eric C. Helmstedter	1549 BENJAMIN CT KENT, OH 44240
TRASH-DEBRIS	2019-00000162	Active	Carpet & padding on the tree lawn	02/11/2019		18	Eric C. Helmstedter	1549 BENJAMIN CT KENT, OH 44240
ZONING	2019-00000177	Active	Greek letters in window	02/13/2019		16	Eric C. Helmstedter	337 SUMMIT ST KENT, OH 44240
BUILDING CODE	2019-00000190	Active	Failure to return rental inspection forms	02/21/2019		8	Eric C. Helmstedter	1110 SILVER MEADOWS BLVD KENT, OH 44240
BUILDING CODE	2019-00000191	Active	Failure to return rental inspection forms/schedule inspection	02/21/2019		8	Eric C. Helmstedter	1154 SILVER MEADOWS BLVD KENT, OH 44240
PROPERTY MAINTENANCE	2019-00000196	Active	Garage in disrepair	02/22/2019		7	Paul J. Bauer	1120 HUDSON RD KENT, OH 44240
UPHOLSTERED FURNITURE OUTDOORS	2019-00000198	Active	Chair on front porch	02/25/2019		4	Eric C. Helmstedter	133 LAKE ST KENT, OH 44240
UPHOLSTERED FURNITURE OUTDOORS	2019-00000202	Active	Upholstered chairs on the front porch	02/27/2019		2	Eric C. Helmstedter	338 W ELM ST KENT, OH 44240

Case by Inspector Report

Date Type: Open Date

From Date: 02/01/2019 - To Date: 02/28/2019

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
UNSHELTERED STORAGE-VEHICLE	2019-00000203	Active	Silver Chevy Cavalier FAL8836 expired tags	02/27/2019		2	Eric C. Helmstedter	332 W ELM ST KENT, OH 44240
TRASH-DEBRIS	2019-00000204	Active	Couch on tree lawn	02/27/2019		2	Jacob/Republic Waste	599 WOODSIDE DR KENT, OH 44240
BUILDING CODE	2019-00000205	Active	Hot water tank w/o permit	02/27/2019		2	Eric C. Helmstedter	326 E COLLEGE AVE KENT, OH 44240
BUILDING CODE	2019-00000206	Active	Failure to return rental inspection forms	02/28/2019		1	Eric C. Helmstedter	538 SILVER MEADOWS BLVD KENT, OH 44240
TRASH-DEBRIS	2019-00000209	Active	Furniture outside	02/28/2019		1	Anonymous	415 SUZANNE DR KENT, OH 44240

Eric Helmstedter Totals: 19 Case(s)

Grand Totals : 30 Case(s)