


CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE

MEMO

July 15, 2015

To: Dave Ruller, City Manager
From: Gene Roberts, Service Director 
RE: Repair Responsibility for Private Laterals

At the City of Kent Regular Council Meeting of June 17, 2015 Mr. Zachary Gillespie spoke to Council regarding the sanitary sewer lateral for the property at 1102 Franklin Avenue. Mr. Gillespie asked for financial assistance from the City to cover the repair cost, approximated at \$10,000, for repair of the sanitary sewer lateral that is believed to be broken under the pavement. Mr. Gillespie further offered that he had checked with other government agencies regarding local assistance, reporting that he was informed that Streetsboro, Ravenna, and Brimfield help the residents with repairs and that Summit and Cuyahoga Counties take care of things in the street.

At the end of the Council meeting a motion carried "To refer to the Administration the subject of sanitary and storm laterals with the Administration returning with options.

A review of current practices by other communities for government participation in the repair of laterals was conducted. The review was specific to sanitary laterals. What was determined is the information reported by Mr. Gillespie was only partially accurate and that in some cases the information that he obtain was different than the current ordinances, policies and practices reported by other communities.

Utility Service Provider Responsibilities

The research uncovered three service providers, Akron, Hudson, and Summit County Environmental Services that provide some measure of assistance to their customers:

In Akron, a property owner is responsible for all routine maintenance. For residential customers the City repairs from the sewer main to the right-of-way and the property owner is responsible from the right-of-way to the building. For residential customers no charge occurs but for commercial customers the City charges the property owner for the repair with payment over 10-years.

In Hudson, a property owner is responsible for all routine maintenance. For residential and commercial customers the City repairs from the sewer main to the out from under the roadway and the property owner is responsible from the roadway to the building.

In Summit County Environmental Services service area, a property owner is responsible for all routine maintenance. The County repairs from the sewer main to the right-of-way and the property owner is responsible from the right-of-way to the building.

In the City of Kent, current ordinances provide for the City to repair and/or replace where necessary that portion of the Sanitary Sewer laterals located within the public right of way within the limits of a street reconstruction project. No additional assistance is currently provided.

Of the twelve agencies investigated three provide maintenance repairs to structurally damaged sanitary sewer laterals. Kent provides relief during major construction projects if the lateral condition warranted replacement. Eight communities including Kent offer no assistance to customers holding them responsible for repair of their sanitary sewer lateral under the roadway or within the public right-of-way. No community was found that repaired laterals on private property. Details and ordinance references are found in the attached "Summit Portage County Local Ordinances Governing Sanitary Sewer Laterals". Of note not all communities responded directly to the inquirer and where no specific ordinance was found or specific verbal policy presented the assumption was made that no local assistance was provided.

City of Kent Historical Responsibilities

The City of Kent has required residents to repair their respective laterals where replacement/repair was found necessary under the roadway. There are two exceptions unrelated to construction work known to have occurred where the City became involved and completed the necessary repairs. At a location on North Mantua Street it was determined that a storm sewer was installed on top of the sanitary sewer lateral, crushing the lateral. On East School Street a portion of a sanitary sewer lateral was constructed as a vertical stack which was found to have punctured into the sanitary sewer main at a depth of twenty plus feet and the City completed the necessary repairs.

During construction work completed by other utility companies and by the City it is not uncommon for sanitary sewer laterals to become damaged as work progresses. During these instances the City is actively involved in the direction of Contractor repairs or implementation of the required repairs by staff.

The City's current policy and practice is to advise the property owners of the ordinance requirements, advise them to hire a private contractor and that they will need to obtain the necessary permits if the work needed is within the public right-of-way.

For documented low income owner occupied property's the Community Development Department does offer a program where Community Development will hire a contractor to make the necessary repairs and then place associated costs as a mortgage on the property to be paid in full at a future date when the property first transfers. The program provides for three percent simple interest for the first ten years and then no interest thereafter. All such mortgages are filed with Portage County along with the associated note.

Options

The research found that current practices in the area run the gamut of no assistance, assistance under the pavement only and assistance within the right-of-way. In no case was a utility provider found which repaired a lateral on private property. In the case of one service provider they completed the work under the pavement but only residential properties were not charged and commercial properties the cost of work was billed back over a period of ten years.

The City could select a practice as currently occurring in another communities, implement a combination for our local practice, develop a separate practice or leave our current practice unchanged.

The following programs options are presented for discussion purposes:

1. Proceed with current practice
2. Implement a sewer lateral repair program under pavement areas only
3. Implement a sewer lateral repair program within right-of-way only

The following options can be used to cover the cost of programs two and three above for either residential and/or commercial customers:

- a. The program(s) can be free to customers
- b. The program(s) can be charged back to the customer with payment due in 30-days
- c. The program(s) can be charged back to the customers with a payment program offered of a period of time
- d. The program(s) can be offered for immediate emergency service, 30-days for payment allowing for borrowing time at a commercial bank and in the event that a commercial bank does not lend needed funds then a payment program could be offered

The following types of resource will need to be considered to complete any of the above programs and options:

1. Work completed by Central Maintenance
 - a. Staff time allocated for work and training
 - i. Current staff work load reduction to allow for sewer lateral repairs
 - ii. Increase staff to allow for sewer lateral repairs
 - b. Potential to purchase a larger excavator and trench box suitable for typical depths to be encountered in sanitary sewer lateral repairs.
 - c. Stock inventory of typical materials to complete repairs
2. Annually bid and award a contract for emergency sanitary sewer lateral repairs

Regardless of work being completed by staff or contractor the City will need to invest in a sanitary sewer main video camera with the capability to project an auxiliary camera into and up a sanitary sewer lateral including tone locator transmission for identifying exact location of damaged lateral.

Staff respectfully requests review of this report at the August 5, 2015 Kent City Council Committee meeting as for Mr. Gillespie time is of the essence.

Cc: Jim Silver, Law Director
David Coffee, Budget & Finance Director
Bridget Susel, Community Development Director
Jeff Neistadt, Health Commissioner
James Bowling, P.E., Deputy Service Director/Superintendent of Engineering
John Osborne, Utilities Manager
Gerald Shanley, Facilities Manager
file

Summit/Portage County Local Community Ordinances Governing Sanitary Sewer Laterals

Priv. Lat. Gov. Resp.	Synopsis	Community	Document	Language
Some	Property owner is responsible for all routine maintenance. For residential customers the City repairs from the sewer main to the right-of-way and the property owner is responsible from the right-of-way to the building. For commercial customers the City repairs from the sewer main to the right-of-way and then charges the property owner for the repair with payment over 10-years. For commercial customers the property owner is responsible from the right-of-way to the building.	Akron	50.01 - Control of sewers, drains and laterals.	<p>B. Subject to other provisions of this code, property owners are responsible for the installation, maintenance, destruction, operation, or upkeep of sanitary sewer laterals. C. Notwithstanding the provisions of subsection B of this section, if a sewer lateral serving a residential property breaks within the city's portion of the lateral and the break was not caused by any fault on the part of the property owner or occupant, the city will repair or replace that sewer lateral within thirty days of discovering the broken lateral. By assuming responsibility for such repairs, the city does not forfeit any defenses, claims, rights, or causes of action it may have against any third party other than the property owner. 1. The city's portion of the sewer lateral serving a residential property extends from the main sewer to the property owner's property line. 2. The property owner's portion of the sewer lateral serving a residential property includes any portion of the lateral on the property owner's property. 3. If the property owner's property line is within or abuts an easement or right-of-way, the dividing point between the city's portion of the sewer lateral and the property owner's portion of the sewer lateral is at the easement or right-of-way line. D. Where it has been determined by the Director of Public Service that a break exists in any sewer lateral and that the city is not responsible for repair or replacement of the lateral under subsection C of this section, the Director shall give notice by regular mail to the property owner to repair or replace the sewer lateral. If the property owner fails to make the needed corrections to the sewer lateral within thirty days of receipt of such notice, the Director may perform the work necessary to repair or replace the sewer lateral. The cost of such work shall be charged to the property owner and shall become immediately payable to the City Treasurer upon written notice of the amount to the property owner. E. The city shall not be responsible for the replacement or repair of any structures or landscaping damaged by the city's actions in locating or repairing any break in a sewer lateral nor shall the city assume any responsibility for the installation, maintenance, destruction, operation, or upkeep of any sewer lateral. F. Nothing herein shall be construed to be a waiver of any defenses and immunities available at law to the city. (Ord. 806-1992)</p>

Summit/Portage County Local Community Ordinances Governing Sanitary Sewer Laterals

Priv. Lat. Gov. Resp.	Synopsis	Community	Document	Language
No	Property owner, both residential and commercial, are responsible for all routine maintenance and all repairs.	Aurora	ACO 921.02 (d) and 921.04 (f)	<p>(d) The owners of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the City and abutting on any street, alley or right of way in which there is now located or may in the future be located a public sanitary or combined sewer of the City, are hereby required at their expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer, in accordance with the provisions of this chapter, within ninety days after the date of official notice to do so, provided that the public sewer is within 100 feet of the property line. (Ord. 1968-584. Passed 10-29-68.)</p> <p>(f) Costs Borne by Owner. All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.</p>
No	Property owner, both residential and commercial, are responsible for all routine maintenance and all repairs.	Cuyahoga Falls	CCO 927.06 (a)	<p>(a) No person, firm or corporation shall open or tap any sewer, or construct any drain in any street, alley, public place or easement in the City, or open or excavate in any street, alley or public place in the City for the purpose of opening or tapping any sewer, or for the purpose of constructing or repairing any private sewer or drain therein, without first obtaining from the City Engineer a permit to do so. For such permit, a fee of forty dollars (\$40.00) shall be paid to the City Engineer to be deposited by him with the Finance Director and to be credited to the General Fund.</p>

Summit/Portage County Local Community Ordinances Governing Sanitary Sewer Laterals

Priv. Lat. Gov. Resp.	Synopsis	Community	Document	Language
Some	Property owner is responsible for all routine maintenance. For residential and commercial customers the City repairs from the sewer main to the right-of-way and the property owner is responsible from the right-of-way to the building.	Hudson	HCO 1044	<p>(a) Sanitary Sewer and Storm Water Drain Laterals.</p> <p>(1) All existing sanitary sewer and storm water drain laterals or those hereafter installed between buildings and Municipal sewer mains in the Municipality shall be installed and thereafter maintained at the sole expense of the property owner served by such laterals. (Ord. 89-37. Passed 7-3-89.)</p> <p>(2) The Municipality shall repair and/or replace, at its expense, that portion of the structurally deficient sanitary and storm water lateral located from the sewer or storm water main to, and including, the clean-out box/test tee within the public right-of-way. In the event that a clean-out box/test tee does not exist within the right-of-way, the Municipality shall repair and/or replace, at its expense, that portion of the structurally deficient sanitary and storm water lateral located within the limits (width) of the street.</p> <p>(3) The property owner shall maintain, repair and/or replace, at his or her expense, that portion of the lateral located from the clean-out box/test tee to the building. In the event that the clean-out box/test tee does not exist within the right-of-way, the property owner shall repair and/or replace, at his or her expense, that portion of the structurally deficient sanitary lateral and storm water lateral located from the limits (width) of the street to the building. (Ord. 00-99. Passed 8-2-00.)</p>
Some	Property owner, both residential and commercial, are responsible for all routine maintenance and all repairs. The City replaces laterals as needed during roadway improvement projects.	Kent	KCO 915.05 (d) (2) & (3)	<p>Any and all costs for the initial installation, replacement due to maintenance or repair and/or replacement necessary due to an increase in Sanitary Sewer flow resulting from a change in the nature of the use of the building shall be paid for by the owner of the property being served by the Sanitary Sewer lateral. The owner of the property shall maintain, repair and replace that portion of the Sanitary Sewer lateral located within the public right of way and on private property from the City main, including the Sanitary Sewer wye.</p> <p>(3) Where Sanitary Sewer laterals are a part of a street reconstruction project, the City shall repair and/or replace where necessary that portion of the Sanitary Sewer laterals located within the public right of way as the Director determines is necessary.</p>
No	Property owner, both residential and commercial, are responsible for all routine maintenance and all repairs.	Munroe Falls	MFCO 919.04 (b)	<p>(b) A utility service provider, cable operator, or person seeking to repair, maintain, construct, install, or place facilities in the rights-of-way in a manner that requires cutting, breaking, opening, boring under, or altering street pavement, or digging, excavating, or performing any other work or activity which disturbs the existing surface or subsurface structure, composition, or soil compaction of the rights-of-way shall obtain, in addition to any permit required under division (a) of this section, a street opening permit under Chapter 905.</p>

Summit/Portage County Local Community Ordinances Governing Sanitary Sewer Laterals

Priv. Lat. Gov. Resp.	Synopsis	Community	Document	Language
No	Property owner, both residential and commercial, are responsible for all routine maintenance and all repairs.	Portage County Water Resources	PCWR R&R 1008.07	The owner of the premises served by a sewer shall be responsible for the maintenance, operation and cleaning of the building sewer from the building to the main sewer and for the repair and reconstruction of the building sewer on his property. If the owner of a defective building lateral fails to make the required repairs after 90 days of official notice to do so and the County is called upon or finds it necessary to repair or maintain such building lateral, the cost of such repairs or maintenance shall be billed directly to the homeowner.
No	Property owner, both residential and commercial, are responsible for all routine maintenance and all repairs.	Ravenna	RCO 1044.04	(c) All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
No	Property owner, both residential and commercial, are responsible for all routine maintenance and all repairs.	Streetsboro	SCO 921	EDITOR'S NOTE: Ordinance 1971-2, passed February 1, 1971, adopted by reference a general sanitary sewage plan for the Municipality. Since that time, Ordinances 1971-30, 1972-66 and 1974-12 were passed incorporating various parts of the Municipality into the Portage County Regional Sewer District.

Kent Police Department

MEMORANDUM

To: Dave Ruller, City Manager
Linda Jordan, Clerk of Courts
From: Chief Michelle A. Lee
Date: June 16, 2015
Subject: Ordinance change

The TE&S Committee discussed the request to lengthen on-street parking on Day Street and the current requirements per the ordinance. It was agreed that the ordinance should be updated to reflect no parking on the north side of the street, while allowing 2hr parking on the west end only with no parking from 3:00-6:00am on any of the south side of Day Street. The Engineering and Police Departments worked together to change the language in the parking ordinance as attached.

DAY ST, E NO PARKING NORTHSIDE, TWO HOUR PARKING AND NO PARKING FROM 3AM TO 6AM BETWEEN SOUTH WATER STREET TO ONE HUNDRED AND FORTY FIVE (145) FEET EAST OF SOUTH WATER STREET SOUTHSIDE, NO PARKING FROM 3AM TO 6AM FROM ONE HUNDRED AND FORTY FIVE (145) FEET EAST OF SOUTH WATER STREET TO SOUTH DEPEYSTER STREET SOUTHSIDE.

~~**DAY ST, W** NO PARKING SOUTHSIDE WEST OF WATER ST, NO PARKING WITHIN 30' OF STOP SIGN~~

06/12/15

Day St, E. No parking Northside, no parking Southside from 3am to 6am. Two hour parking Southside from S. Water St. to one hundred and forty five (145) feet eastbound.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: July 28, 2015
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BSD*
RE: Rental Licensing: One and Two Family Dwellings

The U.S. Census Bureau 2009-2013 American Community Survey estimates the number of occupied housing units in the City of Kent at 10,885, with 6,572 of these units (60.4%) classified as renter-occupied. The City's Health Department does have the authority, under Chapter 1367 of "Title Seven – Environmental Health and Housing Maintenance Code," to license and inspect multiple use structures, which is defined as "any dwelling containing three or more dwelling units or rooming units." The City's existing rental licensing program does address the majority of the City's rental housing stock, but there are still many one and two family dwelling units that are being operated as rental properties that are not required to register with the City and are not subject to any level of inspection.

The Community Development Department has seen a marked rise in the number of one and two family dwelling units that are being rented to more than two unrelated persons, which classifies them as "illegal rooming houses." The Community Development Department staff, in collaboration with the City's Health Department staff, has identified the expansion of the current rental licensing program to include all residential rental properties in the City as the most appropriate mechanism for identifying these illegal rooming houses and implementing the actions necessary to promote better compliance with zoning, health and building code requirements in these smaller rental properties.

I am respectfully requesting time at the August 5, 2015 Committee session to discuss the concept of expanding the City's rental licensing program to include one and two family dwellings in greater detail and to seek Council's authorization for staff to identify the necessary code amendments and implementation strategy needed to grant the Community Development Department the authority to license and inspect one and two family dwelling units being operated as rental properties.

Thank you for your consideration of this request. If you need any additional information in order to add this item to the agenda, please let me know.

Cc: Jim Silver, Law Director
Eric Fink, Assistant Law Director
Jeff Neistadt, Health Commissioner
Linda Jordan, Clerk of Council



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: July 27, 2015
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director
RE: West Main Street Corridor Report

The *City of Kent Bicentennial Plan*, approved by Kent City Council in November 2004, provided the City of Kent with a comprehensive plan that examined existing conditions in eight neighborhood districts and presented goals and strategic land use planning for three larger "Special Planning Areas," identified in the study as the Campus Link Neighborhood, Route 261 and 43, and the West Main Street Corridor.

Many of the concepts for the redevelopment of the Campus Link Neighborhood Special Planning Area have been realized with the successful revitalization of the City's downtown and the establishment of a pedestrian friendly connection between the City's central business district and Kent State University. The transformation of the City's downtown has bolstered Kent's economy and improved the quality of life for those who live, work and visit the Kent community. While the City continues to work on important downtown initiatives, the primary objectives identified in the *Bicentennial Plan* for the Campus Link Neighborhood have been achieved and staff has begun the process of updating its evaluation of the West Main Street Corridor, which is one of the other two Special Planning Areas identified in the *Bicentennial Plan*.

No action from Council is needed concerning the attached report, but I am respectfully requesting time at the August 5th Committee session to discuss some of the findings in this initial West Main Street Corridor Report, which includes an update on land use and current conditions, opportunities for possible market expansion, and proposed strategies for facilitating new investment and quality redevelopment along the Corridor.

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

Cc: Dan Morganti, Grants & Neighborhood Programs Coordinator
Linda Jordan, Clerk of Council

West Main Street Corridor Report



2015

City of Kent

Department of Community Development



Purpose

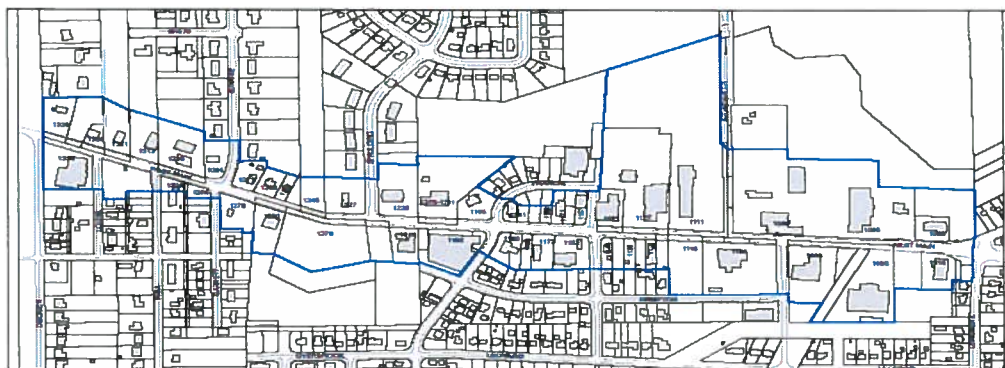
The West Main Street Corridor (WMSC) was identified as one of three special study districts in the City of Kent Bicentennial Plan of 2004, along with the Downtown Campus-Link area and the State Route 261/43 area. Now that many of the concepts of the Campus-Link plan have been achieved, it is a good time to bring more focus to the other areas identified in the Plan. The general purpose of this report is to better understand the overall dynamics of the Corridor area in order to identify opportunities to enhance economic development potential and improve the aesthetic make-up of the Corridor, while also protecting and enhancing the surrounding neighborhoods. The report is comprised of three sections, which includes:

- **Background and Existing Conditions** which delineates the various factors that currently exist along the Corridor and characterizes its present functionality.
- **Opportunities** that can be fostered to encourage potential market expansion and new economic development initiatives given the attributes currently present along the Corridor.
- **Strategies** for the implementation of specific actions that can leverage identified investment opportunities and facilitate quality redevelopment that will benefit the Corridor and the surrounding area.

Background & Existing Conditions

Geographic Characteristics

The West Main Street Corridor, as identified in the Bicentennial Plan, runs from the western border of the City limits at Deidrick Road, to the West Main Street/Haymaker Parkway split, as depicted on the map below and attached to this report as **Exhibit 1**. The Corridor is situated between the revitalized downtown central business district located to the east, and to the west, a convenience-oriented shopping area located in the City of Stow. Residential neighborhoods containing mainly single family properties and some multi-family apartments surround the Corridor to the north and south. The Corridor spans a distance of about eight-tenths of a mile and is located entirely within the City of Kent Ward 2 boundary line. All the parcels considered to be part of the Corridor are zoned Intensive Commercial-Residential (IC-R), which allows for a variety of permitted and conditionally permitted uses, including retail, professional service oriented businesses, restaurants, vehicle sales and hotels/motels. The Corridor represents a total of 52 properties, comprised of 63 tax parcels owned by 37 different property owners.

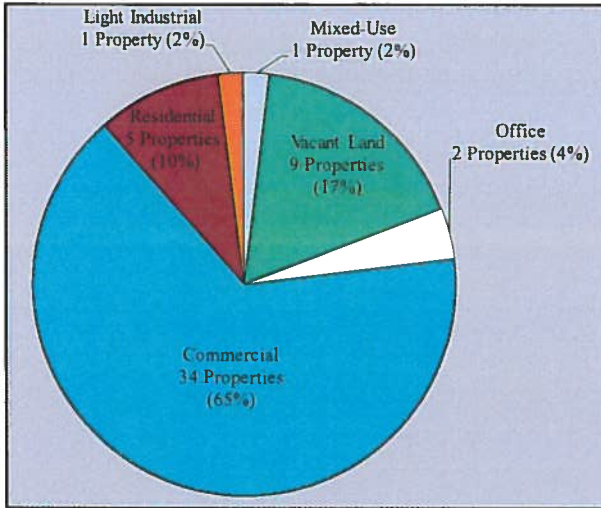


West Main Street Corridor Study Area

West Main Street Corridor Report

Current Use and Functionality

The West Main Street Corridor contains a broad range of uses including commercial, office, residential and light industrial, but it can be generally characterized as a commercial corridor. The wide assortment of uses, and its somewhat inconsistent development pattern, is partially a product of how the Corridor has evolved over time. The Corridor was originally more rural in nature and predominately residential, with construction of the housing occurring around the 1930's. The residential properties that are still present along the Corridor are aged, with an average age of 83 years. As time past, the Corridor became more functional as a transportation-oriented thoroughfare and its principal use shifted from



being residential to more commercial in character. Today, some of these houses are still used as residences while others have been converted to office or commercial uses. The average non-residential structure along the Corridor is 56 years old with construction occurring in the late 1950's. The current composition of the Corridor, as shown on the chart to the left, is 65% commercial, 17 % vacant land, 10% residential and the remaining 8% a blend of light industrial, office and mixed-use properties. The West Main Street Corridor has seen some recent investment in commercial and

office uses, but also shows signs of deterioration and disinvestment. The Property Inventory Spreadsheet, attached as **Exhibit 2**, provides a detailed view of current uses, property ownership and some other pertinent points of interest.

State Route 59, a four-lane thoroughfare, extends through the center of the Corridor and was constructed to accommodate a high volume of vehicle traffic. Route 59 serves as a gateway into Kent for travelers commuting to both Downtown Kent and Kent State University from various points to the west of the City and it is the main connection in and out of the surrounding neighborhoods located to the immediate north and south. According to data from the Akron Metropolitan Area Transportation Study (AMATS), the Corridor saw an average of 21,190 cars per day on the western

	Location	Average Daily Traffic	Year
1	North Mantua (N of Fairchild)	23,170	2013
2	West Main (E of Spaulding)	21,190	2013
3	Haymaker Parkway (W of Water)	20,590	2013
4	East Main Street (E of Lincoln)	20,320	2013
5	East Main Street (W. of Horning)	18,780	2013
6	Haymaker Parkway (E of Mantua)	17,260	2013
7	West Main (W of Longmere)	17,110	2013
8	Haymaker Parkway (W of Middlebury)	16,410	2013
9	Haymaker Parkway (E of Middlebury)	16,080	2013
10	South Water (S of Summit)	16,000	2013

portion (East of Spaulding) and 17,110 cars per day on the eastern end (West of Longmere) in 2013. The table above shows the ten highest traffic points in the City, which includes these two points along the Corridor. These traffic counts reflect the Corridor's use in 2013 so it is possible that these numbers have increased as a result of the full completion of the

West Main Street Corridor Report

downtown's revitalization and the continued increase in enrollment and retention rates at Kent State University. Using the data collected in 2013 to establish a baseline daily traffic count figure and factoring in the probable increase in traffic that has occurred as a result of the other factors identified, the Corridor is one of the most heavily traveled commercial corridors in the City of Kent.

In addition to being heavily used for transportation, the Corridor also is an important business activity center. By far, the most prevalent economic sector represented along the Corridor is the automotive industry, including auto sales, rental, servicing and parts. The

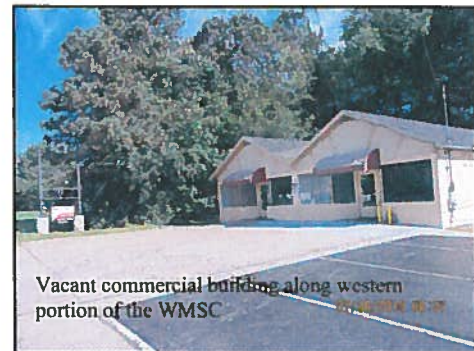


New Investments by the Automotive Industry -
Don Joseph Toyota

sales, and to some extent service, segment of this sector is important to the City's economy because it has a regional draw, bringing in car buyers from outside Kent and "new" money into the City. In addition to the automotive sector, both the neighborhood-based retail and services and the food service sectors have a relatively significant presence along the Corridor. These sectors provide goods, services and dining options to the surrounding neighborhoods and passing

commuters, as well as to other parts of Kent and adjacent cities.

The Corridor has seen some recent private investment, mainly from the automotive sector's sales and service segments, but signs of deterioration and disinvestment are also evident. Overall, the average age of buildings located along the West Main Street Corridor is 60 years. Much of the new investment has been in the form of rehabilitation or additions to existing buildings, as opposed to new construction. The eastern end of the Corridor has seen the most redevelopment, including significant building improvements by United Disability Services, the Record Courier, Quicklane Tire & Auto, Don Joseph Toyota and the various Klaben properties and auto-oriented commercial spaces. The central and western portions of the Corridor have seen less quality investment and even show spots of blight. Given some of the positive existing conditions of the West Main Street Corridor, many of the current buildings could be characterized as not being at the highest and best economic use.



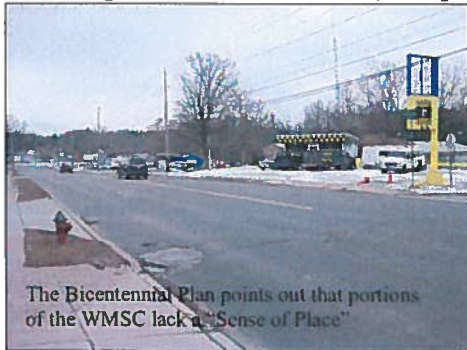
Vacant commercial building along western
portion of the WMSC

Past Studies and Recommendations

The West Main Street Corridor was closely studied as part of the City's 2004 Bicentennial Plan. The Bicentennial Plan provided the City with an analysis of the existing dynamics present along the Corridor and identified goals and recommendations for physical development and needed improvements. By dividing the Corridor into three "character districts," which included the "Gateway, Neighborhood and Auto-Oriented" districts, the Bicentennial Plan presented urban design concepts for new development and improved aesthetics which, if implemented, will blend well with the existing conditions. An overarching theme of the Plan is that the Corridor lacks an identity or sense of place. As

West Main Street Corridor Report

part of the planning process, public workshops were held that identified four main goals for the West Main Street Corridor. The citizen-driven goals included: 1.) Improving the appearance of the western entry into the City; 2.) Strengthening existing businesses and encourage re-investment; 3.) Improving vehicular and pedestrian circulation; and 4.)



Protecting and enhancing the surrounding neighborhoods. These goals, as well as addressing the overarching theme of improving aesthetics and creating a “sense of place,” should be taken into account when envisioning proposed development or making policy decisions affecting the Corridor. As opportunities are identified and strategies are created to enhance overall development potential along the Corridor, the guidelines of the Bicentennial Plan should play a role in guiding implementation plans.

The Akron Metropolitan Area Transportation Study (AMATS), the local organization responsible for distributing federal transportation funding in Summit, Portage and parts of Wayne Counties, has studied the Corridor and identified it as a “Deficient Arterial Segment” in its 2010 Existing Congestion Study, which is a designation that measures the ratio between the peak hour traffic volume and the road’s capacity. Anything over 1.0 is considered congested and the West Main Street Corridor’s score of 1.11 gives the Corridor a ‘D’ on a scale of ‘A to F.’ AMATS also classifies the Corridor as a “High Crash Roadway Section.” In the 2010-2012 crash report, the Corridor is broken down into two sections, which includes the West Corporation Line to Spaulding Drive (17 total crashes) and Spaulding Drive to Longmere Drive (36 total crashes), and based on the crash counts, both sections have a “high” crash designation from AMATS. These segments are ranked the 77th and 63rd, respectively, which classifies them as some of the worst highway segments for crashes in the AMATS region. Based upon these studies, the Corridor appears to be in a position for potential federal transportation funding in the future. In its Transportation Outlook 2035 Plan, AMATS does designate the Corridor as a highway that is “recommended” for future federal funding allocations because of its documented congestion issues. AMATS identifies numerous needed capital improvements, including a full-depth reconstruction of the road, the addition of turn lanes and improved signal coordination along the Corridor. Additionally, in its 2012 Bike Plan, AMATS identifies State Route 59, including the portion identified as the West main Street Corridor, which extends from Route 91 in Stow to State Route 14/44 in Ravenna, as a “Priority Bike Corridor.”

Past Public Support and Private Investment

The City has been supportive of several public infrastructure improvement and development projects that have assisted with improving some areas along the West Main Street Corridor. The Admore Extension (Stonewater Drive), which included the installation of a traffic signal and some trail, was a \$750,000 improvement that was completed in 2010. This extension provides an important connection to the Corridor from the Lakes of Franklin Mills Subdivision, creating greater travel convenience for residents who live north of West Main



West Main Street Corridor Report

Street and improving access to the Corridor for potential customers. Other recent infrastructure improvements in the area have included the Spaulding Avenue bridge replacement, reconstruction of Longmere Drive, and the large multi-phased Area Q storm

Public Infrastructure Investments		
Project	Year	Capital Cost
Area Q Drainage Phase 1	2003	\$290,517
Area Q Drainage Phase 2	2005	\$371,348
Area Q Drainage Phase 3	2007	\$391,588
Admore Extension (Stonewater Drive) & Signal	2010	\$771,806
Spaulding Drive Bridge	2010	\$444,537
Area Q Drainage Phase 4	2010	\$607,328
Longmere Drive Pavement Reconstruction	2010	\$249,466
Area Q Drainage Phase 5	2014	\$1,672,000
Total		\$4,798,590

water management project that covers a large area of land on the West End and is scheduled for completion in the summer of 2015. The table to the left quantifies recent public infrastructure investments made by the City in the West Main Street Corridor area. In addition to these capital improvements, in 2013, the

City of Kent Parks and Recreation Department completed its retrofitting of a vacant storefront that has since been operating as a satellite fitness center site for use by the public.

The City also has provided economic development incentives to assist with facilitating more growth and reinvestment along the West Main Street Corridor. The entire Corridor is located within a designated Community Reinvestment Area (CRA) so businesses operating along West Main Street have the opportunity to secure a real property tax exemption, of up to 75% for a period of twelve years, for capital investments in a building. The attached

Exhibit 3 shows the boundaries of the CRA II. The City has provided CRA incentives to several projects, including the \$4.5 million Don Joseph Toyota expansion project in 2008, the \$2.6 million Record Courier renovation project in 2011 and, most recently, the \$300,000 exterior façade renovation and expansion at Royal Cleaners. The table above outlines these recent public economic development incentives coordinated through the City.

Public Economic Development Investments		
Project	Year	*Incentive
Record Courier	2014	\$3,227,943
Don Joseph Toyota	2014	\$2,432,145
Total		\$5,660,088
*Real Property Value Subject to Tax Exemption (2014)		

The majority of the recent private investment along the Corridor has been in the automotive sales and service sector. Available City of Kent Building Department permit



data shows that since June of 2002, a total of nearly \$9.9 million in private capital has been expended for physical improvements and repairs in commercial structures along the Corridor and of that amount, about 64% of that investment came from automotive-oriented businesses. The largest share of that private investment total has come from the Don Joseph Toyota and Record Courier capital improvement and expansion projects, but significant investment in capital projects has also been made by

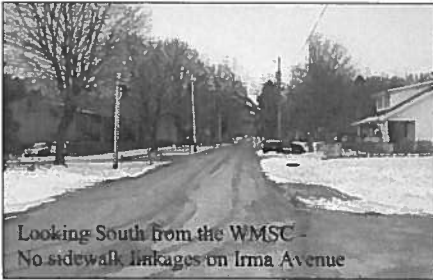
Klaben Ford & Lincoln and Klaben Chrysler, Jeep, Dodge & Ram. The "Private Investment Table" included as **Exhibit 4**, provides a full breakdown of permitted private

West Main Street Corridor Report

building improvements since June of 2002. The improvement values outlined in this section and in Exhibit 4 are based upon the estimated value provided by the contractor during the permitting process or through CRA improvement valuation records.

Surrounding Neighborhoods and Linkages

The success of the West Main Street Corridor is vital to the surrounding neighborhoods. Positive investment along the Corridor directly benefits area neighborhoods by providing nearby employment opportunities, improved access and convenience to goods and services, and enhanced aesthetics will help to facilitate a positive perception of the entire area. All of these attributes can assist with stabilizing property values and improving the quality of life for those who live, work and visit the area. Establishing more linkages between the surrounding neighborhoods and the Corridor will help to encourage more walkability in the area which has the potential to generate an increase in the customers who visit businesses located along the Corridor.



A sidewalk network is more well-established in the northerly neighborhoods, when compared to the neighborhoods on the south. North of the Corridor, both Sunrise Drive and Spaulding Drive have a connecting sidewalk network that provides pedestrian access to West Main Street. Stonewater Drive includes a trail that runs from West Main Street, north into the Lakes of Franklin Mills Subdivision. North Francis Street is a small loop street that connects to West Main Street at both ends with no sidewalks, and only a few houses. As a whole, there could be some improvements, but the north side neighborhood's existing sidewalk framework is largely in place for residents to access West Main Street from their homes. Sidewalk access to the Corridor for neighborhoods located on the south side, however, is limited to only Longmere Drive and South Francis Street. Connecting streets located to the south such as Judith, Garrett, Louis, Eton, Irma and Deidrick Roads, have no connecting sidewalks. Overall, options are limited for residents in these areas who would prefer to walk to the businesses located along the Corridor. Efforts to greatly increase a pedestrian's ability to access West Main Street from the south would need to include a better sidewalk network along the connecting streets mentioned above and throughout the entire neighborhood.

Currently, there is no real safe bike access along the West Main Street Corridor. West Main Street, at the eastern end, which begins at the Haymaker Parkway split and continues east towards downtown, does have a dedicated bike lane and signage as shown in the photo to the right. This existing lane provides a great opportunity for connecting the Corridor and its surrounding neighborhoods to downtown Kent via a safe bike lane. Extending the bike lane to the west along the remainder of the Corridor would allow for safer bike travel, but such an extension can only occur if other improvements and safety measures were included as part of a larger scale road restoration project. As mentioned earlier in this report, the West Main Street Corridor is considered a "Priority Corridor" in AMATS's 2012 Bike



West Main Street Corridor Report

Plan, which means any proposed improvements along the Corridor, has the potential to leverage funding to extend the bike trail to the west.

The Portage Area Regional Transit Authority's (PARTA) Interurban bus route extends along the entire length of the West Main Street Corridor and is an important link for travelers, workers and customers to and from the Corridor and to other areas of Portage County. The established sidewalk network connecting the neighborhoods to the north to the Corridor provides direct walking access to the bus line along the Corridor, but access to the line from the south is limited due to a lack of sidewalk linkages as outlined above.

Opportunities

Opportunity #1: Positive Market Trends, Vacant Land and Underused Properties

Positive market trends are evident in two areas that closely surround the Corridor. To the east, Kent's central business district has been revitalized, with more than \$110 million invested in public infrastructure improvements and the construction of more than 250,000 square feet of new retail and commercial office space. To the west, the State Route 59 and Fishcreek Road area of Stow has recently seen numerous new buildings and renovations, with another \$15,000,000 expected to be invested in a mixed-use development still in the early planning stage. The West Main Corridor is located between these two areas of significant investment which provides a real opportunity for future investment and growth along the Corridor.



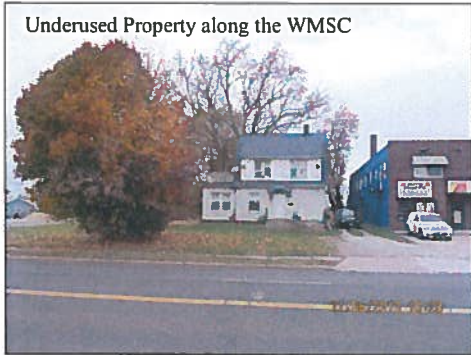
The Corridor appears to be well-positioned to leverage potential positive market momentum because it contains a number of properties that are currently for sale, several other underused properties and vacant land that is available for new development. Underused properties can be characterized as properties that do not function at the highest and best economic use (HBU) when taking into consideration probable alternative uses and the factors of legal permissibility, physical possibility, financial feasibility and maximum productivity. A HBU determination is based solely on economic value and designating a property as non-HBU doesn't necessarily signify that it is a bad use or that it doesn't serve an important need, but rather, it simply infers that based upon the current market conditions, a more productive economic use may be possible for the property.



The concept of the highest and best use is applied to a property when trying to determine the most appropriate use in order to garner the highest value for the property and maximize its potential for re-purposing. Utilizing the HBU concept encourages greater investment in

West Main Street Corridor Report

the right kind of commercial development initiatives for an area. Along the West Main Street Corridor, many of the existing vacant parcels and buildings exemplify an under-utilization of areas available for new commercial investment. Other structures along the Corridor that currently are not being used at their highest and best uses, includes properties originally built for residential use, poor quality buildings that require investment in order to bring them up to current building code standards, and low productivity uses and



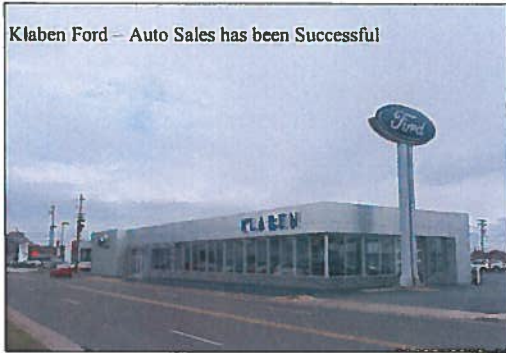
Underused Property along the WMSC

properties that are part of a larger assembled parcel. HBU can be a fluid concept, as reinvestment and in some cases, disinvestment, begins to occur. The attached **Exhibits 5 and 6** tabulate properties that are currently actively for sale, or lease, and identify properties that may not currently be operating at their respective highest and best use. The map in **Exhibit 7** graphically displays these sites. In assessing these properties, a lot of weight was put on the value of being able to assemble multiple parcels

together. A property adjacent to vacant land may have been given the non-HBU designation because a potential for re-use is present, while a similar property, in terms of condition, value, or use, may not have been classified the same because no opportunity is present for larger scale land consolidation. The consistent, and generally non-restrictive, IC-R zoning classification of the Corridor helps create a level playing field for comparison. Combining the dynamics of a positive trending market with available land and underused properties, provides a real opportunity for quality reinvestment and positive re-purposing of structures and vacant parcels along the Corridor.

Opportunity #2: Existing Strengths of the Corridor

When looking towards the future, it is important not to overlook what currently works well



Klaben Ford – Auto Sales has been Successful

along the West Main Street Corridor and where it has experienced successes in the past. The primary economic strength along the Corridor is in the automotive sales industry. As outlined earlier in this report, much of the recent private investment along the Corridor has been from companies specializing in the automotive sales and service industry. This sector has been a real asset to the Kent's economy because it brings in customers from outside the City and buyers from

around the region. Continued success in this sector may point to future opportunities for expansion of this important industry cluster.

The high volume of daily traffic on the West Main Street Corridor can be a nuisance, but this same traffic also provides economic

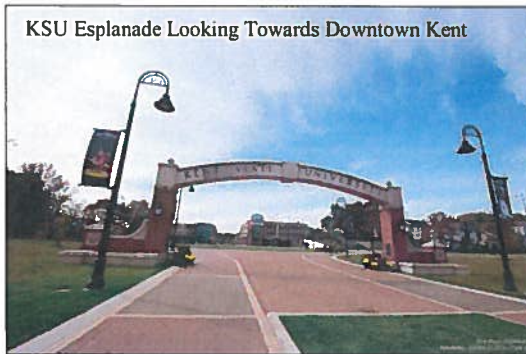
Location	Average Daily Traffic	Year
Cuyahoga Falls - Howe Ave. (E of Main)	22,870	2012
West Main (E of Spaulding)	21,190	2013
Hudson - SR 91 (S of SR 303)	19,980	2011
Stow - SR 59 (by the airport)	18,930	2013
West Main (W of Longmere)	17,110	2013
Tallmadge - West Ave. (W of Tallmadge Circle)	15,240	2014

West Main Street Corridor Report

opportunity. The chart on the previous page lists traffic counts along the Corridor in comparison to other local commercial-oriented areas. While a direct comparison between the figures along the Corridor and these other locations may not be practical due to other factors that can influence traffic patterns in different areas, it is worth noting that areas with lower average daily traffic (ADT) levels than what is seen along the Corridor, have in some cases, supported some pretty large scale development. This report has indicated the potential does exist for possible federal and/or state funded transportation improvements along the Corridor that will assist with mitigating negative traffic effects and provide an opportunity for well-planned positive growth and economic expansion.

Opportunity #3: The Goodwill of Kent

Residents and visitors have always known “it’s a good thing” to be in Kent. Recently, this message has spread more broadly as positive press stories and award recognition for the



KSU Esplanade Looking Towards Downtown Kent

City’s downtown revitalization efforts have received both local and national coverage. These reports garner favorable publicity and essentially serve as a free marketing pitch for the entire City. The strong collaboration that exists between the City and Kent State University, which spurred the redevelopment of Kent’s downtown, continues today as these two partners collaborate on initiatives that improve the City’s quality of life. The extensive press

coverage and ongoing partnership have fostered a positive perception of the Kent community that has the real potential to draw new residents, visitors, and investors to the Corridor.

Strategies

Strategy #1: Prioritize the Corridor

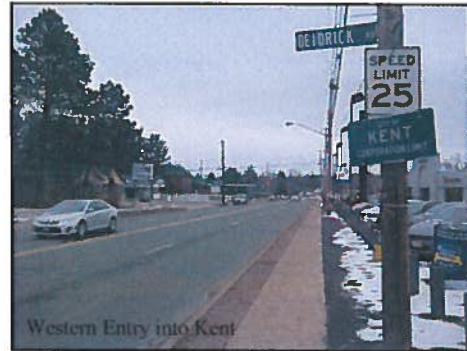
Historically, the City has been supportive of development opportunities as they have emerged, but such efforts tended to be in response to inquiries and less proactive in nature. The success of the downtown revitalization project can act as a catalyst for other commercial development in the City and provides an opportunity for the City to try and better coordinate possible economic development projects in the community and particularly along the West Main Street Corridor. The entire Corridor falls within an established Community Reinvestment Area (CRA) which provides a significant incentive for commercial interests considering building expansions or new construction activities. Aggressive economic development interventions could be made to incentivize opportunities that have the potential for catalytic effect. A more measured approach could be considered for any opportunity deemed to have a stabilizing influence on the market. A local commitment of infrastructure funding would help support applications for larger state and/or federal funding sources (AMATS, ODOT, OPWC) and collaboration with Kent’s nearby partner community, the City of Stow, could strengthen funding applications and assist the progress of larger-scale infrastructure improvements. Investment in infrastructure on the Corridor is needed to not only ease its traffic issues, but also to

West Main Street Corridor Report

enhance the Corridor in terms of its aesthetics, accessibility, safety, and to create a physical framework for continued economic growth.

Strategy #2: Capitalize on Kent

Leveraging the City of Kent's new status as a destination community is a good strategy to spur investment in the City and along the West Main Street Corridor. One way of capitalizing on this new Kent is reminding people they are in the City by improving the entry signage on the western edge of the City. The current signage as shown below does not evoke much of anything positive. New signage would help create a better sense of place, directly meet one of the four citizen-driven goals of the Bicentennial Plan and enhance the appearance of this important gateway into the City.



Strategy #3: Facilitate Quality Development

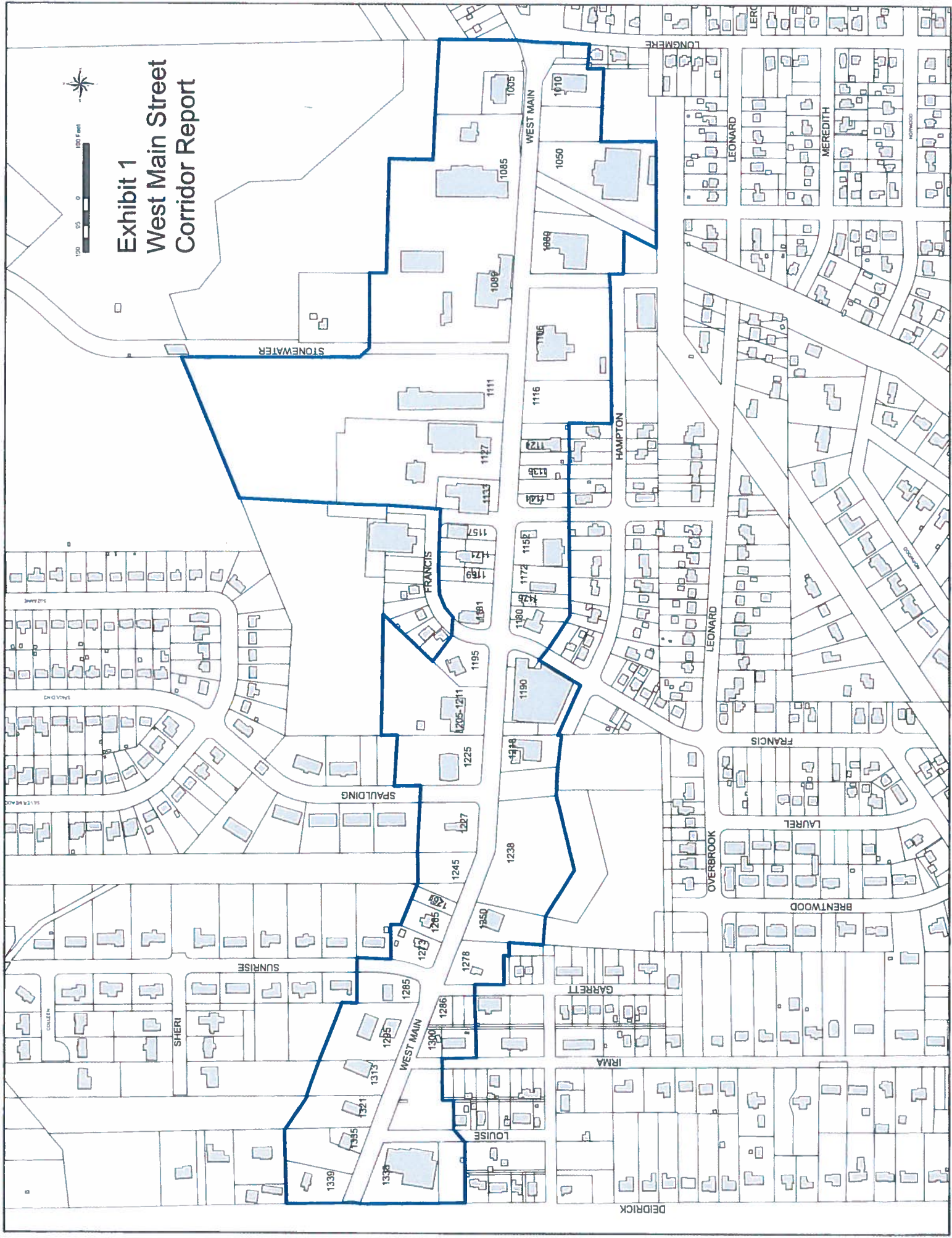
Positive market trends, and the availability of vacant land and underused properties, provide an opportunity to develop an economic development plan for the Corridor. The development of such a plan should involve input from existing merchants and other stakeholders operating along the West Main Street Corridor. Securing involvement of the businesses in the identification of a plan for the Corridor creates an opportunity to determine, not only their goals for expansion or growth, but to identify the challenges these businesses may be experiencing. The development of a plan for the Corridor could be similar to what the City undertook in the West River neighborhood, which resulted in the re-purposing of several blighted properties and fueled needed private investment in the area. Elements that should be considered and included in a plan for the Corridor include the likelihood of a positive market transition in areas of the Corridor where available properties and/or vacant lands are present for potential market niches versus what is already offered in Downtown Kent and in the Stow convenience shopping area. The attached map, identified as **Exhibit 7**, overlays existing properties that are for sale and underused properties which can serve as a starting point for identifying possible areas to be considered for review as part of an economic development plan for the Corridor.

Once private investment is committed to the Corridor, ensuring new improvements are of a higher quality that will not adversely affect surrounding neighborhoods needs to remain a focus for the City. Existing processes, such as site plan review through the City's Planning Commission and implementing the requirements of the recently enacted landscaping code, can facilitate quality development. Further intervention could include the expansion of the City's Architectural Review Board's authority to cover the West Main Street Corridor. Such an enhanced approach to promoting quality of development will assist with transitioning the Corridor into a more productive, coherent and aesthetically pleasing area of the City.



120 0 120 Feet

Exhibit 1 West Main Street Corridor Report



DEIDRICK

LOUISE

GARRETT

BRENTWOOD

OVERBROOK

FRANCIS

LEONARD

HAMPTON

LEONARD

MEREDITH

LONGMEER

LERC

SUNRISE

SPAULDING

WEST MAIN

WEST MAIN

STONEWATER

FRANCIS

1339

1336

1321

1335

1317

1285

1285

1300

1286

1286

1278

1350

1245

1227

1205-1211

1195

1181

1195

1171

1157

1111

1127

1157

1171

1159

1181

1195

1205-1211

1225

1227

1245

1278

1286

1286

1278

1350

1245

1227

1205-1211

1195

1181

1195

1171

1157

1180

1172

1152

1180

1172

1152

1116

1116

1116

1116

1088

1085

1050

1050

1010

1005

1085

1088

1050

1050

1010

1005

1085

1088

1050

1050

1010

1005

1085

1088

1050

1050

1010

1005

1085

1088

1050

1050

Exhibit 2

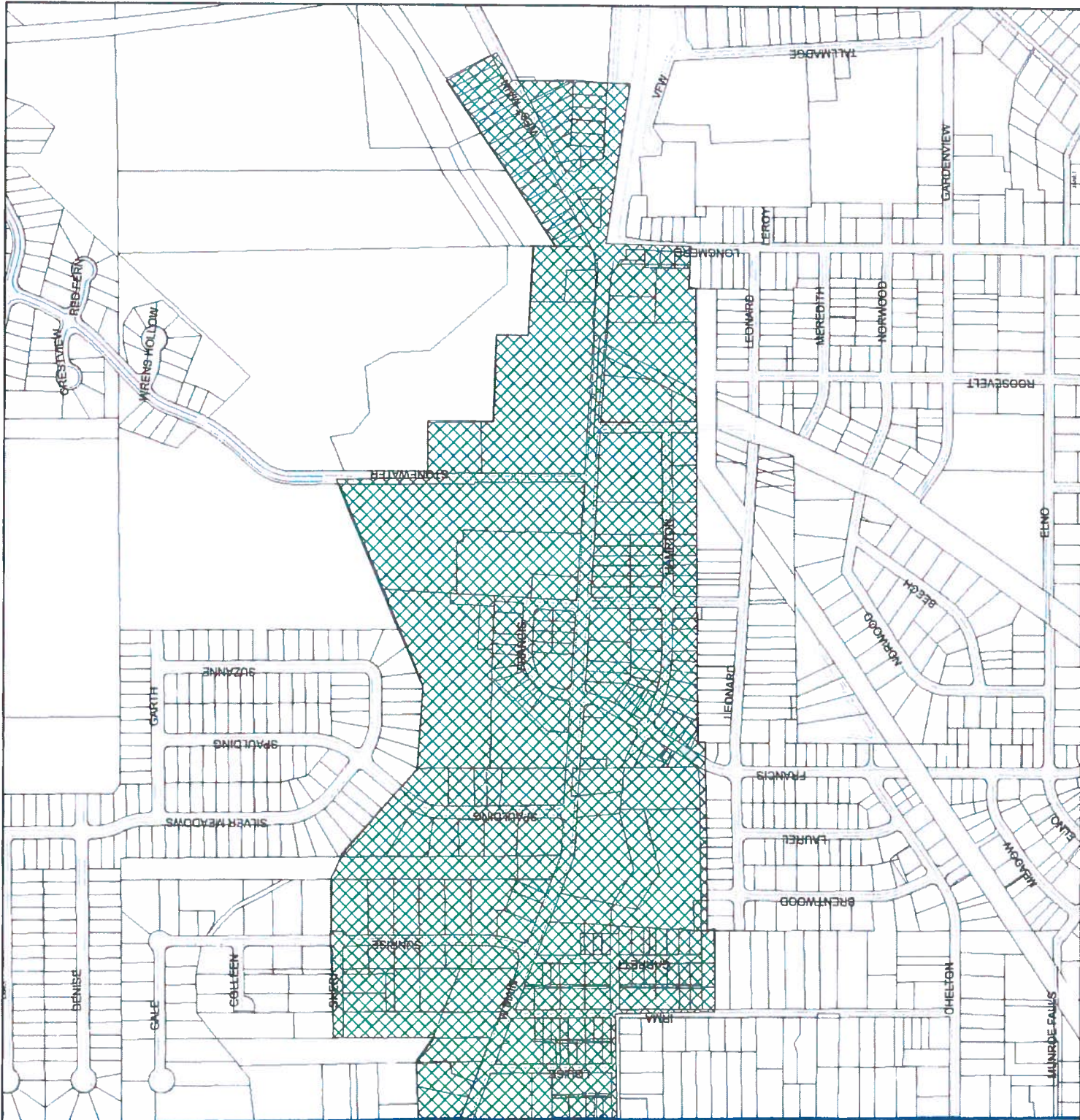
West Main Street Corridor - Property Inventory (Starting in the Northwest and going Clockwise)

Address	Owner	Land Use	Current Use
1339 West Main Street	Bruce W. and Nancy G. Hansford	Residential	Residence (Greer Heating & Cooling in Rear)
V/L West Main Street	Bruce W. and Nancy G. Hansford	Vacant Land	0.7 Acres
1335 West Main Street	OH/KAYE Properties, LLC	Commercial	Vacant Retail Space (formerly Integrated Medical, Inc.)
1321 West Main Street	OH KAYE Properties, LLC	Commercial	Stoddard's Frozen Custard & Yogurt
1313 West Main Street	Dennis A. Missimi	Commercial	Blitar on Main
1295 West Main Street	Speedway SuperAmerica, LLC	Commercial	Speedway Gas Station & Convenience Store
1285 West Main Street	Robert James Wells, TOD	Commercial	R.J. Wells Motor Cars
1273 West Main Street	Robert D. Milan	Commercial	Milan Key Shop & Locksmith
1265 West Main Street	John E. Lamanaca	Residential	Residence
1261 West Main Street	Richard J. & Laura L. Maydak	Residential	Residence
V/L West Main Street	Richard J. & Laura L. Maydak	Vacant Land	0.1 Acres
V/L West Main Street	U Haul Real Estate Co.	Vacant Land	5.0 Acres: Long & Narrow Lot
1227 West Main Street	U Haul Real Estate Co.	Commercial	U Haul Truck Rental
1225 West Main Street	Doctor Realty, LLC	Commercial	Longhitano's Gallery Pub & Grille
1205-1207 West Main Street	Dono Development Limited Partnership	Commercial	Advantage Insurance, HD Audio, Kent Parks & Rec Fitness Center, Vacant Commercial Space
1195 West Main Street	Pamela S. Errera	Commercial	Budget Muffler Shop
1181 West Main Street	Klaben Property Management, LLC	Commercial	Klaben Used Cars
V/L West Main Street	Klaben Property Management, LLC	Commercial	Klaben Used Cars Parking
1169 West Main Street	Younes Boban & Mahbobeh Vezvaei Rahmani	Residential	Residence
1171 West Main Street	Young Realty Company	Mixed-Use	Federated Auto Parts, Residential Above
1157 West Main Street	Francis J. Manijak	Commercial	Mebel's Lounges & Parking
1133 West Main Street	Charles W. Conaway	Commercial	Diamonds From the Attic Consignment (Former Dalton's Furniture)
1127 West Main Street	Montrose Real Estate II, LLC	Commercial	Montrose Mazda (Sales & Service)
1111 West Main Street	JDJ Real Estate LLC	Commercial	Don Joseph Toyota (Sales & Service)
1085-1089 West Main Street	Klaben Property Management, LLC	Commercial	Klaben Ford & Lincoln (Sales & Service)
1005 West Main Street	Brian J. Forest	Commercial	AWTI Transmissions
V/L West Main Street	Ohio Edison Company	Vacant Land	1.3 Acres, High Tension Wires, Large Grade Change
1010 West Main Street	Bruce Caudill Trustee	Office	United Disability Services
V/L West Main Street	Bruce Gaudill Trustee	Vacant Land	0.6 Acres, High Tension wires
1050 West Main Street	Record Publishing Company LLC	Office	Record Courier
1080 West Main Street	Klaben Property Management, LLC	Commercial	Quick Lane Tire and Auto Center
1106 West Main Street	Klaben Property Management, LLC	Commercial	Klaben Chrysler, Dodge, Jeep, Ram (Sales)
1106 West Main Street	Michael W. Thompson Trustee	Vacant Land	2.5 Acres, For Sale: \$875,000
1124 West Main Street	Vernon D. Roen Revocable Trust	Commercial	A&W Family Restaurant
1136 West Main Street	Norman F. & Betty A. Jennings Trust	Residential	Residence
V/L West Main Street	Norman F. & Betty A. Jennings Trust	Vacant Land	Vacant Land
1144 West Main Street	Talbot Insurance Agency, LLC	Commercial	State Farm Insurance
1152-1154 West Main Street	SH YUN Inc.	Commercial	Shell Gas Station & Convenience Store, Vapor King E-Cigarettes
1172 West Main Street	Trong & Thanh Nguyen	Commercial	Royal Dry Cleaners w/ addition under construction
1176 West Main Street	Original MC Guidos Inc.	Commercial	Guidos Pizza, Chicken & Catering
1180 West Main Street	City Bank Investment Co, LLC	Commercial	Past Cash for Car Titles
402-404 Francis Street	Slippery Pig Oil, LLC	Commercial	Hair Salon, Vacant Commercial Space
1190 West Main Street	Kent Mold & MFG Co.	Light Industrial	Kent Mold & Manufacturing Co.
1210-1218 West Main Street	Gary E. & Constance L. Bost	Commercial	Hudson Auto Brokers, LLC
1210-1218 West Main Street	Gary E. & Constance L. Bost	Commercial	Enterprise Rent-a-Car
1238 West Main	Antonio J. Lorenzo Trustee	Vacant Land	3.75 Acres, For Sale: \$790,000
1250 West Main Street	Klaben Property Management, LLC	Commercial	Customer Service Systems, Inc. Quality Printing, Auto Loan Equity Loans, Inc., Shuman's Roadside & Towing
1278 West Main Street	Leo F. III & Lynn S. Doyle	Commercial	Portage Leasing & Sales, Inc., Budget Rental
1286 West Main Street	Reyob, Inc.	Vacant Land	0.7 Acres, For sale along w/ commercial property on Irma: \$325,000
1300 West Main Street	Leo F. Doyle	Commercial	Porter's Taxi
V/L West Main Street	Klaben Property Management, LLC	Commercial	Klaben Chrysler, Jeep, Dodge, Ram Parking
1338 West Main Street	Klaben Property Management, LLC	Commercial	Klaben Chrysler, Jeep, Dodge, Ram (Service)

Exhibit 3 West Main Street Corridor Report

Legend

- CRA II (Cross-hatched area)
- City Boundary (Solid line)



310 155 0 310 Feet

Exhibit 4

West Main Street Corridor - Private Investments (Since June 2002)

Address	Year	Estimated Cost*	Improvement	Current Property Use
1089 West Main Street	2002	\$202,000	Parking Lot Expansion	Klaben Ford & Lincoln (Sales & Service)
1225 West Main Street	2002	\$1,150	Kitchen Hood	Longhitano's Gallery Pub & Grille (Improvement to Former Restaurant)
1285 West Main Street	2002	\$8,000	Roof Replacement	R.J. Weiss Motor Cars
1313 West Main Street	2003	\$2,164	Kitchen Hood	Bistro on Main
1176 West Main Street	2004	\$1,500	Kitchen Hood	Guidos Pizza, Chicken & Catering
1010 West Main Street	2005	\$290,000	Rehabilitation	United Disability Services
1050 West Main Street	2005	\$250,000	Interior Alterations	Record Courier (Improvement from former owner)
1106 West Main Street	2005	\$515,000	Rehabilitation	Klaben Chrysler, Jeep, Dodge & Ram (Sales)
1338 West Main Street	2005	\$75,000	Interior Alterations	Klaben Chrysler, Jeep, Dodge & Ram (Service)
1152-1154 West Main Street	2006	\$1,500	Rehabilitation	Shell Gas Station and Retail Space
1205-1207 West Main Street	2006	\$500	Remodel HD Audio	HD Audio
1225 West Main Street	2006	\$1,500	Fire Suppression	Longhitano's Gallery Pub & Grille (Improvement to Former Restaurant)
1116 West Main Street	2006	\$10,000	Spray Booth	Vacant Land (Improvements to demolished building)
1238 West Main Street	2007	\$8,000	Demo Bldg	Vacant Land For Sale: \$790,000
1111 West Main Street	2008	\$4,500,000	Building Addition	Don Joseph Toyota (Sales & Service)
1111 West Main Street	2008	\$129,850	Sprinkler System	Don Joseph Toyota (Sales & Service)
1205-1207 West Main Street	2008	\$2,000	Water Service Repair	Ohio Gold Exchange, Advantage Insurance, HD Audio, P&R Fitness Center
1210-1218 West Main Street	2008	\$60,000	Renovate	Enterprise Rent-a-Car
1210-1218 West Main Street	2008	\$2,500	Sign	Enterprise Rent-a-Car
1285 West Main Street	2008	\$400	Interior Alteration	R.J. Weiss Motor Cars
1127 West Main Street	2009	\$800	Telecommunication Connection	Montrose Mazda (Sales & Service)
1313 West Main Street	2009	\$14,500	Kitchen Exhaust Hood	Bistro on Main
1035 West Main Street	2010	\$30,000	Interior Alterations	Klaben Ford & Lincoln (Sales & Service)
1035-1089 West Main Street	2010	\$141,665	Building Refacing	Klaben Ford & Lincoln (Sales & Service)
1080 West Main Street	2010	\$40,000	Renovations	Quick Lane Tire and Auto Center
1089 West Main Street	2010	\$120,000	Construct Main Entry & Addition	Klaben Ford & Lincoln (Sales & Service)
1050 West Main Street	2011	\$2,600,000	Addition & Remodel	Record Courier
1089 West Main Street	2011	\$35,000	Signage	Klaben Ford & Lincoln (Sales & Service)
1210-1218 West Main Street	2011	\$1,200	Sanitary Sewer Conn. Repair	Enterprise Rent-a-Car
1338 West Main Street	2011	\$4,000	Interior Renovation	Klaben Chrysler, Jeep, Dodge, Ram (Service)
1035 West Main Street	2012	\$36,400	Parking Lot Expansion	Klaben Ford & Lincoln (Sales & Service)
1176 West Main Street	2012	\$3,000	Hood Fire Suppression	Guidos Pizza, Chicken & Catering
1005 West Main Street	2014	\$8,977	Signage	AWTI Transmissions Sign Replacement
1152 West Main Street	2014	\$5,000	Drive Apron Replacement	Shell Gas Station & Convenience Store, Vapor King E-Cigarettes
1181 West Main Street	2014	\$25,000	Parking Lot	Klaben Used Cars
1170 West Main Street	2014	\$315,085	Building Addition	Royal Dry Cleaners
1050 West Main Street	2014	\$50,000	Sign	Record Courier
1265 West Main Street	2014	\$2,500	Residential Garage Addition	Residence
1180 West Main Street	2015	\$800	Sign	Quick Lane Tire and Auto Center
1338 West Main Street	2015	\$395,785	Garage Addition	Klaben Chrysler, Jeep, Dodge, Ram (Service)
Total		\$9,890,776		

* Cost estimates shown are derived from the improvement value provided by the contractor during the permitting process or through CRA improvement valuation records

Exhibit 5

West Main Street Corridor - Property for Sale or Lease

Address	Owner	Listing Price	Lease/Month	Notes
1335 West Main Street	OH KAYE Properties, LLC	-	\$1,575	1,920 SF Available, Formerly Integrated Medical, Inc.
1116 West Main Street	Michael W. Thompson Trustee	\$875,000	-	2.5 Acres, Vacant Land
402 Francis	Slippery Pig Oil, LLC	-	\$700	675 Sq. Ft. Available
1238 West Main	Antonio J. Lorenzo Trustee	\$790,000	-	3.75 Acres, Vacant Land
1286 West Main Street	Reyob, Inc.	\$325,000	-	0.7 Acres, Includes commercial property on Irma






Exhibit 6

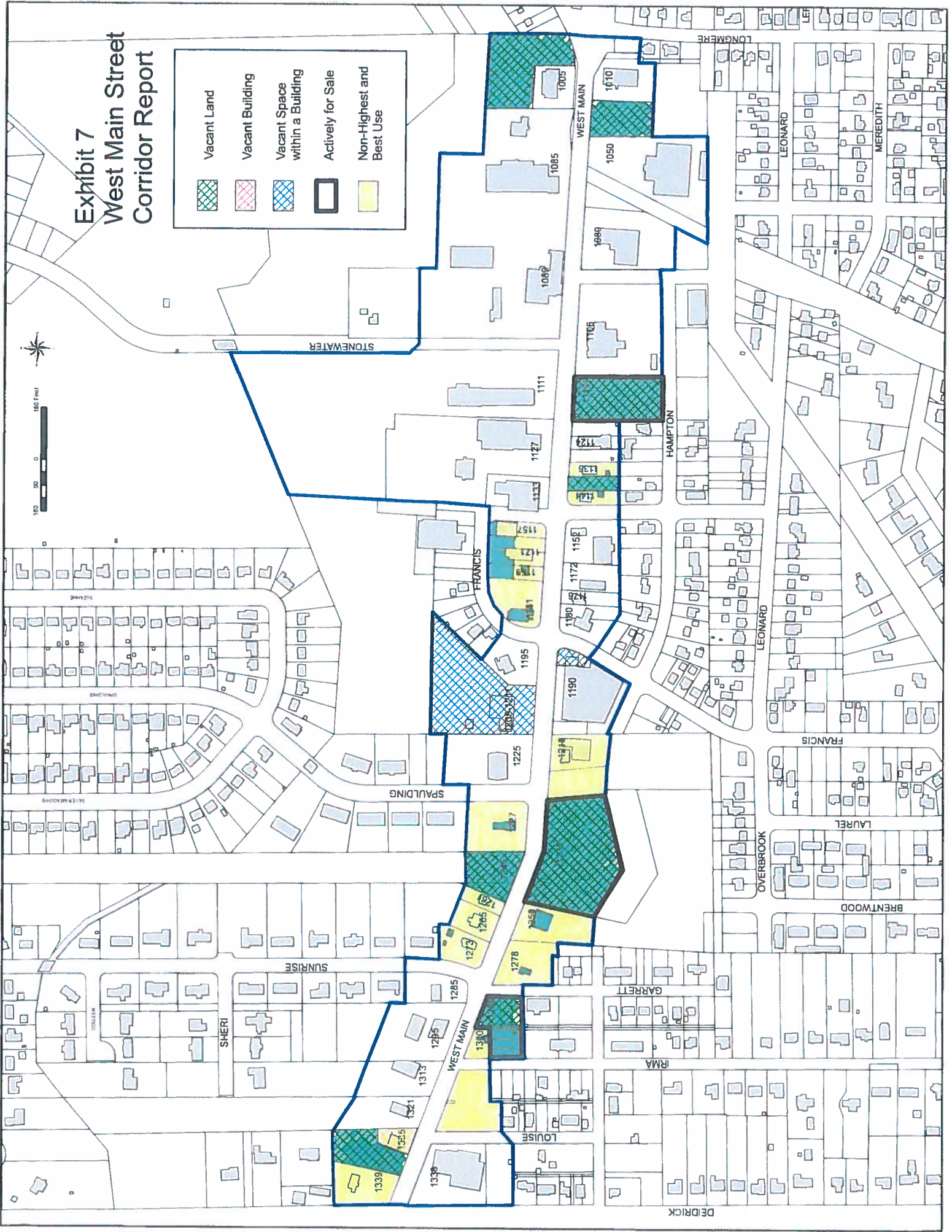
West Main Street Corridor - Non Highest and Best Economic Use (HBU)

Address	Owner	Current Use	Rationale
1339 West Main Street	Bruce W. and Nancy G. Hansford	Residence (Greer Heating & Cooling in Rear)	Residential Use, Adjacent to Vacant Land
V/L West Main Street	Bruce W. and Nancy G. Hansford	Vacant Land - 0.7 Acres	Vacant Land
1335 West Main Street	OHI KAYE Properties, LLC	Vacant Commercial Space	Vacant Low Value Improvements, Adjacent to Vacant Land
1273 West Main Street	Robert D. Milan	Residence used as Milan Key Shop & Locksmith	Low Value Improvements, Adjacent to Residential
1265 West Main Street	John E. Lamancusa	Residence	Residential Use, Adjacent to Residential
1261 West Main Street	Richard J. & Laura L. Maydak	Residence	Residential Use, Adjacent to Residential & Vacant Land
V/L West Main Street	Richard J. & Laura L. Maydak	Vacant Land - 0.1 Acres	Vacant Land
V/L West Main Street	U Haul Real Estate Co.	Vacant Land - 5.0 Acres; Long & Narrow Lot, 100' +/- frontage	Vacant Land
1227 West Main Street	U Haul Real Estate Co.	U Haul Truck Rental	Low Value Improvements, Adjacent to Vacant Land
1181 West Main Street	Klaben Property Management, LLC	Used Car Sales	Low Value Improvements, Adjacent to Residence
1169 West Main Street	Younes Bokman & Mahbobeh Vezvaei Rahmani	Residence	Residential Use, Adjacent to Vacant Land
1171 West Main Street	Young Realty Company	Federated Auto Parts, Residential Above	Low Value Improvements
1157 West Main Street	Francis J. Manijak	Michie's Lounge & Parking	Low Value Improvements
V/L West Main Street	Ohio Edison Company	Vacant Land - 1.3 Acres	Vacant Land
V/L West Main Street	Bruce Caudill Trustee	Vacant Land - 0.6 Acres	Vacant Land
1116 West Main Street	Michael W. Thompson Trustee	Vacant Land - 1.2 Acres; For Sale: \$875,000	Vacant Land
1136 West Main Street	Norman F. & Betty A. Jennings Trust	Residence	Residential Use, Adjacent to Vacant Land
V/L West Main Street	Norman F. & Betty A. Jennings Trust	Vacant Land - 0.2 Acres	Vacant Land
1144 West Main Street	Tallon Insurance Agency, LLC	Residence used as State Farm Insurance	Low Value Improvements, Adjacent to Vacant Land
1210-1218 West Main Street	Gary E. & Constance L. Bost	Hudson Auto Brokers, LLC & Enterprise Rent-a-Car	Low Value Improvements, Adjacent to Vacant Land
1210-1218 West Main Street	Gary E. & Constance L. Bost	Hudson Auto Brokers, LLC & Enterprise Rent-a-Car	Stand Alone Parcel Used as Parking Only, Adjacent to Vacant Land
1238 West Main Street	Antonio J. Lorenzo Trustee	Vacant Land - 3.75 Acres; For Sale: \$790,000	Vacant Land
1250 West Main Street	Klaben Property Management, LLC	Customer Service Systems, Inc. Quality Printing, Auto Loan Equity Loans, Inc., Shuman's Roadside & Towing	Low Value Improvement, Adjacent to Vacant Land
1278 West Main Street	Leo F. III & Lynn S. Doyle	Portage Leasing & Sales, Inc. Budget Rental	Low Value Improvements
1286 West Main Street	Reyob, Inc.	Vacant Land - 0.7 Acres; For Sale: \$375,000	Vacant Land
1300 West Main Street	Leo F. Doyle	Porter's Taxi	Low Value Improvements - Adjacent to Vacant Land
V/L West Main Street	Klaben Property Management, LLC	Klaben Chrysler, Jeep, Dodge, Ram Parking	Stand Alone Parcel Used as Parking Only

*Designating a property as non-HBU doesn't necessarily signify that it is bad use or that it doesn't serve an important need, it simply infers that based upon the current market conditions a more productive economic may be possible.

Exhibit 7 West Main Street Corridor Report

	Vacant Land
	Vacant Building
	Vacant Space within a Building
	Actively for Sale
	Non-Highest and Best Use





CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

DATE: June 19, 2015
TO: Dave Ruller, City Manager
FROM: Tom Wilke, Economic Development Director
RE: 2015 *Celebrate Kent!* Grant Program

The Request for Proposals (RFP) for the 2015 *Celebrate Kent!* Grant Program was issued on May 12, 2015 and the City received a total of eight (8) proposals from four (4) different organizations requesting funding for thirteen (13) events. The total amount of funding requested was \$13,300, which is below the \$15,000 that had been appropriated for the 2015 *Celebrate Kent!* Grant Program so the staff was able to allocate full funding to all the requests.

Attached is a summary table of the funding requests along with the staff's recommendation to fully fund each request. Also attached are the eligibility guidelines which were included in the 2015 *Celebrate Kent!* RFP package.

I am respectfully requesting time at the July 1, 2015 Council Committee session to present the staff funding recommendations to the members of and to request, with emergency, approval of the proposed grant funding allocations.

Please let me know if you have any questions concerning the attached materials or if you need any additional information on the 2015 *Celebrate Kent!* Grant Program in order to include this item on the agenda.

Thank you.

cc: Linda Jordan, Clerk of Council
David Coffee, Budget & Finance Director

**2015 Celebrate Kent
Recommended Funding Amounts**

Organization	Program	2015 Requested Funding	2015 Recommended Funding	Comments
Lovelight, Inc.	Camp Halim Youth Heritage Festival Performance	\$ 800	\$ 800	
Standing Rock Cultural Arts	Downtown Innovative Community Events (D.I.C.E.), 6 Events	\$ 1,500	\$ 1,500	
Standing Rock Cultural Arts	Who's Your Mama? Earth Day	\$ 1,500	\$ 1,500	
Crooked River Arts Council	Kent Blues Fest	\$ 3,000	\$ 3,000	
Crooked River Arts Council	Kent Round Town	\$ 3,000	\$ 3,000	
Crooked River Arts Council	Kent Beatfest	\$ 1,250	\$ 1,250	
Crooked River Arts Council	Reggae Jam	\$ 1,250	\$ 1,250	
The Kent Jaycees	Grill for Good	\$ 1,000	\$ 1,000	
		\$ 13,300	\$ 13,300	

Celebrate Kent!

PROGRAM GUIDELINES

PROGRAM GOAL:

To provide new opportunities to celebrate the quality of life enjoyed by City of Kent residents and share with those outside of the community the attributes that make Kent a unique and exciting place to work, play, learn and live.

OBJECTIVES:

1. Attract Kent residents, and visitors from other communities, to downtown activities and events.
2. Promote the City's attributes to those outside of the City.
3. Create additional commercial opportunities for businesses operating in the downtown district.

PROGRAM REQUIREMENTS:

1. The project needs to be oriented towards attracting people to the Kent downtown district and must be held within the downtown district.
2. Applicants must be, or represent, a Kent company or organization.
3. Funding is intended to support **verifiable program expenses** which includes hard costs such as materials, advertisements, flyers, printing, etc. Funding for administrative purposes such as salaries, general office supplies, agency overhead, payment for services provided by applicant employees or representatives, etc. will not be considered eligible project costs.
4. At the completion of the event(s) the applicant must submit a Statement of Success report to the City of Kent summarizing and documenting the results of the event(s), and explaining how the stated program goals and objectives were met.
5. Grant funds will be disbursed on a reimbursement basis only for eligible expenses as identified in the Project Description and Project Budget sections of the submitted application. All invoices must be for good or services specific to the event only and must specify the quantity of the item or service provided. All eligible expenses must be documented through third-party invoices and proof of payment. Hand written receipts or bills that are not formalized company invoices will not be accepted. No disbursements will be authorized until the report mentioned in item number 4 has been received by the City of Kent.
6. Each dollar of grant funding must be matched with one-dollar from another source, or two-dollars of in-kind contribution. A combination of both cash and in-kind contributions is permissible; however, separate and distinct accounting procedures must be maintained for each of the two sources. Evidence of all matching contributions, be they in-kind or cash, must be verifiable, and accepted by the City of Kent prior to reimbursement.
7. Grants must be completed within one year of the date of the executed grant agreement. The final invoice for payment must be submitted no later than June 30, 2016.
8. All 2015 *Celebrate Kent!* Grant agreements must be signed within 30 days of notification of grant award.
9. If an organization is submitting an application for multiple events, it should submit one application covering all of the events.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Jordan

FROM: Jim Bowling

DATE: July 22, 2015

RE: Kent State University Bike Share Memorandum of Understanding

Staff is requesting council approval to execute two Memorandum of Understandings (MOU) to provide for bike share program to be operated in downtown Kent for a three year period.

Kent State University has entered into an agreement with a third generation bike share provider, Nextbike, to provide a bike share program on campus for three years. Kent State currently runs an earlier generation bike share program on campus that has been very successful. Kent State University is providing an opportunity for the City to expand the program into downtown at the Kent Central Gateway. This expansion of the program will provide for five (5) additional bikes, eight (8) bike docking stations and one (1) payment processing kiosk to be located on Erie Street. This program would be managed and run by Kent State University's Department of Recreational Services (KSU DRS) and will last three years. To participate in the program, the City of Kent is required to pay \$8,000 per year and install and remove the docks and kiosk at the Erie Street Location. The installation only includes using anchors into the sidewalk area, similar to the trash cans and benches already located downtown. No power or communication lines are required as the kiosk is solar powered with a battery back-up. Attached is a copy of the proposed Bike Share MOU between KSU DRS and the City. Funding for the program in 2015 will come from the existing budget's Urban Renewal line.

To help offset the cost for the program, the Burbick Companies have agreed to contribute \$2,000 per year and College Town Kent has agreed to contribute \$1,000 per year towards the program. A second MOU with these downtowns partners is attached to formalize their contributions to the program.

c: Gene Roberts
Jon Giaquinto
file

Kent State University Bike Share Memorandum of Understanding

This Memorandum of Understanding (“*MOU*”) dated this 15th day of July, 2015 shall confirm an understanding between Kent State University Department of Recreational Services (“*KSU DRS*”) and the City of Kent, Ohio (“*City of Kent*”) concerning the establishment of a bike share system operated by *KSU DRS* with shared services for *City of Kent* and physical equipment located in the City of Kent, Ohio.

WHEREAS, *KSU DRS* is entering into a leasing contract with a third party bike share provider to lease a third generation technology based bike share equipment and operate a bike share system on the Kent State University (“*KSU*”) Campus and surrounding areas.

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

WHEREAS, the physical positioning of bicycles, bicycle docks, and a payment processing kiosk in the City of Kent, Ohio with a share of financial support that would further support the existing connections between Kent State University, *KSU DRS*, and the *City of Kent* and benefit aforementioned users.

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

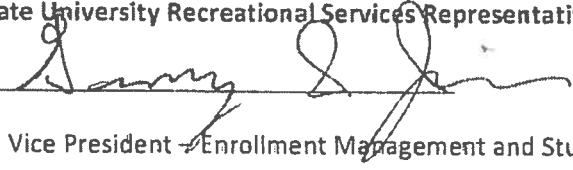
1. **LENGTH OF TERM.** This *MOU* between *KSU DRS* and *City of Kent* shall be for a term of 3 years (36 months), commencing on the day and year of the initial actual system launch which is currently schedule to be August 15, 2015. The partnership and the *MOU* will be reexamined at beginning of year 3 for non-renewal, continuation of comparable terms, or expansion beyond year 3.
2. **SHARE.** The *City of Kent* is interested in supporting a share of the system including 5 bicycles, 8 bicycle docks, 1 payment processing kiosk, with supporting maintenance, rebalancing, and administrative support provided by *KSU DRS*.

3. **COST OF SHARE.** The cost to the *City of Kent* for the aforementioned share shall be \$8000 per year, payable to *KSU DRS*.
 - a. The *City of Kent* shall be given an annual financial report by *KSU DRS* showing all income and expenses generated by this agreement.
4. **LOCATION.** The majority of the bike share system will be operated on the *KSU* campus to serve the students and faculty/staff of *KSU*. *City of Kent* location will be on Erie Street at the PARTA Kent Central Gateway within view of the *KSU* Esplanade.
5. **SEASON.** The operating season will occur each year from approximately March 15th to November 15th. *KSU DRS* will notify *City of Kent* two (2) weeks prior to official start dates and end dates of season based on any forecasted weather constraints.
6. **PAYMENT TERMS.** *City of Kent* will be invoiced annually 2 weeks after the actual start date of the season. Failure to remit any payment within 30 days after such payment is due shall be cause for *KSU* to terminate the Agreement without penalty.
7. **BRANDING.** *City of Kent* will have the opportunity to utilize the ad space of 5 bicycles upon the approval of the *KSU DRS* marketing department at no additional cost. All bicycles and kiosks will be color branded with appropriate *KSU* scheme. *City of Kent* kiosk will have a small amount of physical space for sponsorship recognition upon approval of *KSU DRS* marketing department.
8. **KIOSK/DOCK SITE INSTALLATION & REMOVAL.** *City of Kent* will be responsible for any and all installation and removal costs of Kiosk and docks at the *City of Kent* location on Erie Street. Installation shall be in accordance to any and all city codes and regulations as well as *City of Kent* and *KSU DRS* agreed preferences.
9. **MAINTENANCE.** *KSU DRS* will be responsible for the maintenance of the bicycles. Upon notification, minor repairs will be completed within 48 hours and major repairs will be completed within 1 week. *KSU DRS* or a contractor will complete any maintenance required to docks or kiosk. Per *City of Kent* ordinances, snow removal and walk maintenance is the responsibility of the adjacent property (ie. PARTA).
10. **OFF SEASON STORAGE.** *KSU DRS* will store the bicycles, and kiosks if necessary, during non-operating season.
11. **REPORTING.** *KSU DRS* shall develop and provide an annual system-wide report each January for the previous operating year for *City of Kent* and any other *KSU* stakeholders. The reporting will provide location specific data to assist in the evaluation of the *City of Kent* location.
12. **NOTICES.** This *MOU* shall be terminable in whole or in part, by either party, with 30 days written notice to the other party. *KSU DRS* shall endeavor to resolve any issue with *City of Kent* that would, if left unresolved, lead to *KSU DRS* terminating this agreement. Should *KSU DRS* terminate this *MOU*, the *City of Kent* shall be reimbursed for payments previously provided for the unfulfilled portion of the operating season.

13. **LIABILITY.** To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability from a claim with respect to that party's role in connection with this Agreement. It is specifically understood that no party will indemnify the other party. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.
14. **INSURANCE.** Each party shall provide and maintain policies of general liability (including contractual liability) insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate to insure each party, its employees, and agents. Each party shall provide to the other party a certificate of insurance coverage specifically evidencing such coverage and must resubmit a certificate without notice each year. Each party shall provide the other party at least thirty (30) days' prior written notice of any material change, cancellation or termination of such insurance coverage.
15. **NO AGENCY.** Nothing herein shall be construed to create an agency relationship between the *KSU DRS* and *City of Kent*, or any employment relationship between *City of Kent* and any staff member provided by *KSU* to perform the services under this Agreement. *City of Kent* will not represent to be or hold itself out as an agent of the University at any time during the term of this Agreement.
16. **NON-WAIVER.** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
17. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
18. **CHOICE OF LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.
19. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party.

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

Kent State University Recreational Services Representative:

By: 
 Title: Vice President Enrollment Management and Student Affairs

Date: July 15, 2015

City of Kent, Ohio Representative:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

James R. Silver, Law Director
City of Kent

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

It is hereby certified that the amount of (\$24,000.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the City Treasury or in the process of collection to the credit of General Fund and Parks and Recreation Fund free from any obligation or certificates now outstanding. Total to be appropriated equally over a three (3) year period.

Date

David Coffee
Budget and Finance Director

Bike Share Memorandum of Understanding

This Memorandum of Understanding (“*MOU*”) dated this _____ day of _____, 2015 shall confirm an understanding between the Burbick Companies (“*Burbick*”) and College Town Kent, LLC (“*College Town*”) and the City of Kent, Ohio (“*City of Kent*”) concerning the establishment of a bike share system operated by *KSU DRS* with shared services for *City of Kent* and physical equipment located in the City of Kent, Ohio.

WHEREAS, Kent State University Department of Recreational Services (“*KSU DRS*”) is entering into a leasing contract with a third party bike share provider to lease a third generation technology based bike share equipment and operate a bike share system on the Kent State University (“*KSU*”) Campus and surrounding areas, and;

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

WHEREAS, the physical positioning of bicycles, bicycle docks, and a payment processing kiosk in the City of Kent, Ohio with a share of financial support that would further support the existing connections between Kent State University, *KSU DRS*, and the *City of Kent* and benefit aforementioned users, and;

WHEREAS, the *City of Kent*, *Burbick*, and *College Town* wish to share the \$8,000.00 annual expenses incurred for the placement of a bike kiosk in downtown Kent, to be located on property near the PARTA multi model facility.

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

1. **LENGTH OF TERM.** This *MOU* between *Burbick*, *College Town* and *City of Kent* shall be for a term of 3 years (36 months), commencing on the day and year of the initial actual system launch which is currently schedule to be August 15, 2015. The partnership and the *MOU* will be reexamined at beginning of year 3 for non-renewal, continuation of comparable terms, or expansion beyond year 3.
2. **SHARE.** The *City of Kent*, *Burbick* and *College Town* are interested in supporting a share of the system including 5 bicycles, 8 bicycle docks, 1 payment processing kiosk, with supporting maintenance, rebalancing, and administrative support provided by *KSU DRS*.

3. **COST OF SHARE.** The cost to the parties of this *MOU* for the aforementioned share shall be as follows:
 - a. *Burbick*: \$2,000.00 per year.
 - b. *College Town*: \$1,000.00 per year.
 - c. *City of Kent*: \$5,000.00 per year.
4. **LOCATION.** The majority of the bike share system will be operated on the *KSU* campus to serve the students and faculty staff of *KSU*. *City of Kent* location will be on Erie Street at the PARTA Kent Central Gateway within view of the *KSU* Esplanade.
5. **SEASON.** The operating season will occur each year from approximately March 15th to November 15th. *KSU DRS* will notify *City of Kent* two (2) weeks prior to official start dates and end dates of season based on any forecasted weather constraints.
6. **PAYMENT TERMS.** *City of Kent* will invoice *Burbick* and *College Town* annually, 2 weeks after payment is made to *KSU DRS* by the *City of Kent*. Failure to remit any payment to the *City of Kent* within 30 days after such payment is due shall be cause for termination of the Agreement without penalty.
7. **KIOSK/DOCK SITE INSTALLATION & REMOVAL.** *City of Kent* will be responsible for any and all installation and removal costs of Kiosk and docks at the *City of Kent's* location on Erie Street. Installation shall be in accordance to any and all city codes and regulations.
8. **MAINTENANCE.** *KSU DRS* will be responsible for the maintenance of the bicycles. Upon notification, minor repairs will be completed within 48 hours and major repairs will be completed within 1 week. *KSU DRS* or a contractor will complete any maintenance required to docks or kiosk. Per *City of Kent* ordinances, snow removal and walk maintenance is the responsibility of the adjacent property (ie. PARTA).
9. **OFF SEASON STORAGE.** *KSU DRS* will store the bicycles, and kiosks if necessary, during non-operating season.
10. **REPORTING.** *KSU DRS* shall develop and provide an annual system-wide report each January for the previous operating year for *City of Kent* and any other *KSU* stakeholders. The reporting will provide location specific data to assist in the evaluation of the *City of Kent* location.
11. **NOTICES.** This *MOU* shall be terminable in whole or in part, by any party, with 30 days written notice to the other party. The partners shall endeavor to resolve any issue which would, if left unresolved, lead to termination of this agreement. Should *KSU DRS* terminate this *MOU*, the *City of Kent*, *Burbick* and *College Town* shall be reimbursed for payments previously provided for the unfulfilled portion of the operating season.

12. **LIABILITY.** To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability from a claim with respect to that party's role in connection with this Agreement. It is specifically understood that no party will indemnify the other party. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.
13. **INSURANCE.** *City of Kent* and *KSU DRS* shall provide and maintain policies of general liability (including contractual liability) insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate to insure each party, its employees, and agents. Each party shall provide to the other party a certificate of insurance coverage specifically evidencing such coverage and must resubmit a certificate without notice each year. Each party shall provide the other party at least thirty (30) days' prior written notice of any material change, cancellation or termination of such insurance coverage.
14. **NO AGENCY.** Nothing herein shall be construed to create an agency relationship between the *City of Kent*, *Burbick* and *College Town*, or any employment relationship between the parties in the performance of the services under this Agreement. No party will not represent to be or hold itself out as an agent of the other parties at any time during the term of this Agreement.
15. **NON-WAIVER.** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
16. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
17. **CHOICE OF LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.
18. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party.

DRAFT

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

BURBICK COMPANIES:

By: _____

Title: _____

Date: _____

CITY OF KENT, OHIO Representative:

By: _____

Title: _____

Date: _____

COLLEGE TOWN KENT, LLC:

By: _____

Title: _____

Date: _____

DRAFT

APPROVED AS TO FORM:

James R. Silver, Law Director
City of Kent

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

It is hereby certified that the amount of (\$24,000.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the City Treasury or in the process of collection to the credit of General Fund and Parks and Recreation Fund free from any obligation or certificates now outstanding. Total to be appropriated equally over a three (3) year period.

Date

David Coffee
Budget and Finance Director