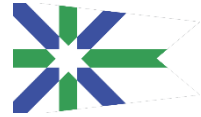




Boards and Commissions March 2024 Candidates



For Your Consideration:

Planning Commission (2 Vacancies)

- ❖ Kenneth Crookston New Applicant

Board of Zoning Appeals (3 Vacancies)

- ❖ O'Livia Kennedy New Applicant
- ❖ Robert Szygenda New Applicant
- ❖ Randall Smith New Applicant
- ❖ Earl Clausson New Applicant

From: noreply@civicplus.com
To: [Council Clerk](#)
Subject: Online Form Submittal: Online Boards & Commissions Application
Date: Monday, January 22, 2024 7:57:36 AM

Online Boards & Commissions Application

Note

Except as otherwise provided by law, all appointments to City Boards and Commissions shall be electors of the City, residing within Kent city limits. This section does not apply to the Board of Building Appeals.

First Name	Kenneth
Last Name	Crookston
Address	631 Vine Street
City	Kent
State	Ohio
Zip Code	44240
Home Phone Number	<i>Field not completed.</i>
Cell Phone Number	330-389-9776
Email Address	crookston.kenneth@gmail.com
# of years you have lived in Kent	20
Education	MA Public Administration BA Sociology/Spanish As. Criminal Justice
Place of Employment	State of Ohio: Opportunities for Ohioans with Disabilities
Political Party	<i>Field not completed.</i>
Are you a registered voter?	Yes
Which boards, commissions and committees are you applying for:	Planning Commission

Please provide educational and professional background to assist Council in review of your application.

I have a Master's degree in Public Administration (MPA) as well as a bachelor's degree in Sociology and Spanish and an Associate's degree in Criminal Justice. I have worked in the field of social services in the public sector for over 20 years and have extensive experience working individually, as part of a team, and with outside agencies to achieve identified goals.

Why are you interested in this appointment?

I enjoy working as part of a team not only to identify solutions to areas of concern, but more importantly to proactively plan to identify areas of potential success. I had an excellent experience participating as a member of the Kent Flag Committee and feel that I can offer positive and thoughtful insight into the undertakings of the Planning Commission.

Resume or other qualifications

[Kenny Crookston Resume 2023.pages](#)

Email not displaying correctly? [View it in your browser.](#)

Kenneth A. Crookston MPA

631 Vine Street
Kent, OH 44240
(330)389-9776

Crookston.Kenneth@gmail.com

EXPERIENCE:

State of Ohio: Opportunities for Ohioans with Disabilities- Akron, Ohio

Vocational Rehabilitation Supervisor (July 2023- present)

- Responsible for overseeing staffing and work flow of vocational rehabilitation counselors. This includes monthly caseload reviews, internal and external team meetings and outreach.
- Responsible for reviewing casework for accuracy, completion and ensure identified metrics are met.
- Responsible for managing weekly schedules, time cards as well as discipline concerns with staff.
- Responsible for developing and maintaining relationships with local stakeholders, including service providers, school districts and other governmental and non-governmental agencies.
- Responsible for reviewing, and discussing agency policies and procedures and ensuring staff comprehension and compliance.
- Responsible for cultivating and maintaining a positive agency presence within the agency and in the community.

State of Ohio: Opportunities for Ohioans with Disabilities- Lakewood, Ohio

Vocational Rehabilitation Counselor (October 2019 – June 2023)

- Responsible for Interviewing and assessing individuals for program eligibility.
- Responsible for recording complete and appropriate case documentation, including gathering relevant documentation used to establish program eligibility and identify potential supports.
- Responsible for counseling participants on program eligibility, options and rights as well as ensuring positive customer service.
- Responsible for developing plans in conjunction with participants to assist with achieving identified employment goals.
- Responsible for researching available employment options; assisting participants to select appropriate and achievable goals.
- Responsible for maintaining positive working relationships with participants, service providers and internal agency staff.

Stark County JFS- Canton, Ohio

Program Administrator- Children Services (March 2016 – September 2019)

- Responsible for the direction, coordination and evaluation of multiple staff, budgets and programs including, Foster Parent Recruitment and Retention, Foster Parent Licensing and Training, Foster Family Resources and Support, Adoptions, Post-Adoption, Adoption Subsidy, PPLA, Placements, Independent Living, and Wendy's Wonderful Kids.
- Responsible for the development and implementation of policies and procedures within the Children Services Division.
- Responsible for staff development and performance accountability.
- Responsible for the development and review of budgetary needs of the Adoptions and Family Resources program area including foster parent recruitment and retention, recognition events, etc.
- Responsible for analyzing data and developing strategies to address trends.
- Responsible for collaborating with other program areas, agency departments and outside providers to meet the needs of the agency and families served.
- Development and oversight of agency placement contracts, Independent Living, Wendy's Wonderful Kids and FSE budgets, and Adoption Incentive funds.
- Oversight of agency placement budget including ongoing review of youth in high end and congregate care placements.
- Responsible for the supervision of 32 staff, including 4-5 direct reporting supervisors and additional contracted home study assessors.
- Participate and champion agency committees and state pilot programs such as Permanency Roundtables and the Level of Care pilot.

- Implemented monthly agency foster family support group (NEST) and post-adoption support group.

Supervisor-Children Services (November 2009 – March 2016)

- Supervision of the Placement Unit that serves the agency in the process of placing children in foster homes group homes and residential facilities when necessary. Reviews placements for appropriateness of services.
- Supervision of the Independent Living Unit that serves youth in agency custody age 14 and older as well as youth that have emancipated from care.
- Supervision of the Post Adoption Special Services Subsidy (PASSS) and Adoption Subsidy worker responsible for detailing and applying for subsidies for adopting and post-adoptive families.
- Responsible for multiple budgets; consisting of both state and federal funds used for the provision of services to youth in the care of Stark County.
- Responsible for the development, negotiation and maintenance of service provider placement contracts.
- Representative/member of the Service Review Collaborative for Stark County created to meet the needs of cross-system and multi-system involved children.
- Responsible for facilitating meetings with outside agencies and professionals designed to prevent the unnecessary disruption of youth placements.
- Responsible for supervision, evaluation and professional development of staff members.

Purchased Care Coordinator (September 2007 – November 2009)

- Responsible for coordinating services with purchased care placement agencies contracted with Stark County DJFS.
- Responsible for reviewing the status of all children in the custody of Stark County placed in residential facilities.
- Address complaints and concerns with service providers and staff.
- Assisted in the implementation of level of care protocol for use in placement of children in the custody of Stark County.

ACW Adoption Program- Akron, Ohio

Adoption Assessor/Supervisor (July 2006 – September 2007)

- Responsible for working with adoptive families, holding meetings to discuss the appropriateness of placement of children into family homes, case management and review, interviewing and approving families for adoption.
- Responsible for representing families in Probate court.
- Responsible for conducting Pre-service training for prospective adoptive parents.

Cuyahoga County DCFS- Cleveland, Ohio

Social Service Worker III (February 2001 – July 2006)

- Adoption Unit, Child-Centered Recruitment
- Ongoing Unit/Sex Abuse

Portage County DJFS- Ravenna, Ohio

Social Service Worker III (February 2000 - February 2001)

- Intake Unit, Investigation of initial referrals of child abuse and neglect.
- Income Maintenance Worker/ADC determination

EDUCATION:

Cleveland State University, Cleveland, Ohio

MPA- Masters degree in Public Administration

- Public Administration (December, 2006)

The University of Akron, Akron, Ohio

Bachelor of Arts

- Sociology/Spanish, (May, 1999)

Associate of Applied Science

- Criminal Justice, (December, 1995)

From: noreply@civicplus.com
To: [Council Clerk](#)
Subject: Online Form Submittal: Online Boards & Commissions Application
Date: Wednesday, February 7, 2024 11:58:00 AM

Online Boards & Commissions Application

Note

Except as otherwise provided by law, all appointments to City Boards and Commissions shall be electors of the City, residing within Kent city limits. This section does not apply to the Board of Building Appeals.

First Name	O'Livia
Last Name	Kennedy
Address	1686 Athena Dr
City	Kent
State	OH
Zip Code	44240
Home Phone Number	<i>Field not completed.</i>
Cell Phone Number	7407071917
Email Address	liv@zenningkent.com or okennedyksu@gmail.com
# of years you have lived in Kent	7.5
Education	M.Sc. in Psychology, B.A. in Psychology
Place of Employment	Zenning
Political Party	<i>Field not completed.</i>
Are you a registered voter?	Yes
Which boards, commissions and committees are you applying for:	Board of Zoning Appeals
Please provide	I have experience with Robert's Rules from my time with the Kent

educational and professional background to assist Council in review of your application.

Jaycee's. I have been with the Jaycees since 2021. I love being a voice and supporter in our Kent community. I am a well-structured, trauma-informed, and empathetic leader with a proven track record of ensuring client satisfaction across diverse demographics. I have strong communication skills and am adept at crisis prevention and support strategies. I can effectively implement and adhere to organizational policies and management plans to enhance organizational and community success.

Why are you interested in this appointment?

As a resident and owner of a small business in Kent, I am enthusiastic about gaining deeper insights into and actively contributing to the governance and functioning of our city. My goal is to actively support our community and fellow business owners. I aspire to join a board dedicated to upholding regulations, fostering fairness, and promoting equity for everyone.

Resume or other qualifications

[2023 Resume.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

O’Livia J. Kennedy

1686 Athena Drive
Kent, Ohio 44240
(740) 707-1917
liv@zenningkent.com

EMPLOYMENT OBJECTIVE

To utilize acquired education, skills, and experience in wellness, human services, and education while successfully integrating individual and group goals within organizations and communities.

EDUCATION

- **M.S. of Science in Psychology with a specialization in Applied Behavior Analysis**, Capella University: *March 2019*
- **B.A. in Psychology**, Kent State University: *May 2014*
- **Certificate of Disability Studies and Community Inclusion**, Kent State University: *May 2014*

PROFESSIONAL SUMMARY

An organized, trauma-informed, and compassionate leader and experienced provider of client satisfaction among a diverse client base, with solid communication skills and excellent crisis prevention and supportive strategies, possessing an ability to utilize and follow company policies and management plans to promote agency and client success.

TECHNICAL SKILLS

- Experienced in data entry, data analysis, electronic medical records, and general record-keeping
- Blackboard, Microsoft Outlook, Microsoft Office, Microsoft Excel, PowerPoint, Microsoft Word, Google Docs, Google Slides, Google Sheets, Google Classroom, iOS, Adobe, Java, Netsmart, Skype, Slack, Square, Teams, Windows, Zoom, Mailchimp, QuickBooks

EXPERIENCE

Zenning by Alternative Healing Consultants & Solutions, LLC., Kent, Ohio

Co-Founder/Owner/Practitioner, January 2021-Present

- Develop individualized wellness plans collaboratively with clients
- Utilize mind-body interventions and complementary and alternative modalities to support clients in improving overall health
- Facilitate group classes and workshops in Yoga, meditation, and wellness
- Bookkeeping, filing taxes, marketing, advertising, and sales
- Schedule client sessions as well as facilitate and coordinate meetings with strategic alliances
- Host workshops and create online content for sales and distribution to educate customers

Portage County Adult Probation (Part-Time)

Cognitive Skills Coordinator/Group Facilitator, May 2022-December 2023

- Track statistics for programming (e.g., successful completions, terminations, referrals)
- Conduct intake assessments to determine level of support and appropriateness for group
- Teach cognitive restructuring, social skills development, and the development of problem-solving skills
- Facilitate group work and education in community corrections setting to groups of 8-12 members

Centerpeace Yoga & Wellness, LLC., Kent, Ohio

Independent Contractor/Holistic Wellness Consultant, July 2020-May 2022

- Collaborate with the team to host marketing events
- Schedule client appointments and conduct routine follow-ups to encourage client success
- Develop individualized wellness plans collaboratively with clients

- Utilize mind-body interventions and alternative modalities to help clients improve overall health
- Host workshops and create online content for sales and distribution to educate customers

The Bair Foundation Child & Family Ministries, Kent, Ohio

Behavior Specialist/Peer Mentor, March 2019-June 2021

- Mentored new staff by demonstrating efficiency and organization to advance autonomy within the field
- Completed session notes and electronic health records in a timely manner while fulfilling monthly productivity requirements
- Coordinated care and services with community agencies, families, and schools of clients
- Monitored and reviewed client charts and progress toward treatment goals for a caseload of up to 33
- Participated in internal audits to ensure documentation compliance per Medicaid requirements and regulations
- Provided 1:1 therapeutic, social and emotional support to clients across multiple settings
- Utilized crisis prevention and supportive strategies

KidsLink Neurobehavioral Center, Streetsboro, Ohio

Practicum Student/Behavior Therapist, May 2018-January 2019

- Recorded and graphed prompt, frequency and duration of behavior and skill acquisition data
- Conducted assessments and developed skill acquisition targets, per assessment results
- Utilized ABA principles within vocational, community and educational settings
- Provided therapeutic and behavioral support to students with co-occurring disorders across all settings
- Developed program materials for students, per IEP and behavior intervention plans
- Promoted independence and functional communication to increase positive behavior

Portage Path Behavioral Health, Akron, Ohio

Clinical Case Manager/Qualified Behavioral Health Specialist, January 2016-May 2018

- Advocated for clients with disabilities to ensure equal opportunity
- As a member of the Wellness Committee collaborated with committee members to develop ways to improve health and wellness among employees
- Conducted case management intake assessments to determine eligibility for services
- Completed session notes and electronic health records in a timely manner while fulfilling monthly productivity requirements
- Collaborated with clinicians to discuss client progress toward treatment goals
- Developed and utilized client Treatment Plans for a caseload of 90-100
- Linkage to community resources, while promoting independence

Education Alternatives, Cuyahoga Falls, Ohio

One-on-one ABA Therapist, August 2014-January 2016

- Modified and updated ISP and Diagnostic Assessment for students with co-occurring disorders
- Utilized ABA techniques to reduce challenging behaviors among students
- Collaborated with students and Autism Coordinator to develop treatment goals and IEP goals
- Developed educational activities per client's IEP and BIP
- Provided behavioral, emotional and social support to students in academic and community settings
- Created daily schedule to implement sensory diet and academic programming
- Recorded frequency and durational data for target behavior

VOLUNTEER EXPERIENCE & ORGANIZATIONS

Kent Jaycees (JCI), Kent, Ohio

Active Member, November 2021-Present

Vice President of Membership/Board Member, November 2022-December 2023

- Volunteer and collaborate with committee members, local businesses, and community partners to develop marketing content, fundraising, and co-creating community events

- Chair and organize annual events, such as the Reverse Raffle and Ducks on the River Race
- Brainstorm marketing strategies and methods to develop content for fundraising and community events
- Explore different leadership opportunities within the community, as well as strengthen personal and professional skills

The National Society for Leadership and Success, Capella University Chapter

Presidential Member, 2022-Present

Portage Path Behavioral Health, Akron, Ohio

Health and Wellness Committee Member,

January 2018- May 2018

- Collaborated with committee members to develop ways to promote health and wellness among employees
- Brainstormed ideas for increasing motivation for exercise and movement activities
- Conducted research on relevant employee wellness approaches to promote health and wellness

CERTIFICATIONS & CONTINUING PROFESSIONAL EDUCATION

- Dual Diagnosis: Stage-Wise Treatment, 2016
- Disarming the Suicidal Mind: Evidence-Based Assessment and Intervention, 2016
- Helping the Helpers: The Journey From Compassion Fatigue to Resilience, 2017
- Mindfulness Techniques to Integrate into Clinical Practice, 2017
- Managing Ethical Demands of Social Media, 2017
- Therapeutic Assault Prevention System (TAPS), 2017
- Certificate in Nurturing Parenting Program, 2019
- Nutritional and Integrative Medicine, 2020
- Clinical Hypnotherapy, 2020
- Hypnosis & Childbirth Specialist- American Hypnosis Association, 2020
- Reiki Level I & II, 2020
- Telehealth Certification Training for Mental Health Professionals (CTMH), 2020
- (EFT) Tapping into Energy Psychology, 2021
- Certified Emotion Code Practitioner, 2021
- Hypnosis & PTSD, 2021
- 100 HR Meditation Teacher Training, 2021
- Women In Community 90-Day Business Training Program, 2021
- Practical Skills for Working with Clients Who are Angry, 2021
- 200 YTT, Trauma-Informed Yoga & Yoga Therapy for Anxiety, 2022
- Thinking for a Change Facilitator, 2022
- Brainspotting: Phase 1, 2023
- Somatic Healing, 2023



CITY OF KENT, OHIO

CITY COUNCIL

We rely heavily upon citizen participation through Boards, Commissions and Committees to effectively assist City Council and the Administration staff in planning a better community.

Below is an application form that would give us a little background information. Please fill this out if you think you could devote sufficient time to serve on one of our Boards. You may use additional pages, if necessary. If you have a resume, you may attach it to the application. Please return to: Clerk of Council at councilclerk@kentohio.gov or mail to the address at the bottom of this application. Except as otherwise provided by law, all appointments to City Boards and Commissions shall be electors of the City. This section does not apply to the Board of Building Appeals.

NAME: _____ PHONE: _____ (HOME)

ADDRESS: _____ (CELL)

EMAIL: _____

EDUCATION: _____

OCCUPATION: _____

PLACE OF EMPLOYMENT: _____

POLITICAL PARTY: _____

(OPTIONAL EXCEPT WHEN APPLYING FOR CIVIL SERVICE COMMISSION AND INCOME TAX BOARD OF REVIEW WHERE INFORMATION IS REQUIRED BY LAW)

EXPERIENCE RELATED TO THIS APPOINTMENT: _____

WHY ARE YOU INTERESTED IN THIS APPOINTMENT? _____

ANYTHING YOU CARE TO ADD, SUCH AS EXPERIENCE ASSOCIATED WITH THE CITY:

I WOULD LIKE TO BE CONSIDERED FOR:

1st CHOICE: _____ 2nd CHOICE: _____

SIGNATURE: _____ DATE: _____

**** The City of Kent reserves the right to perform background checks.*

From: noreply@civicplus.com
To: [Council Clerk](#)
Subject: Online Form Submittal: Online Boards & Commissions Application
Date: Sunday, February 11, 2024 12:12:26 PM

Online Boards & Commissions Application

Note

Except as otherwise provided by law, all appointments to City Boards and Commissions shall be electors of the City, residing within Kent city limits. This section does not apply to the Board of Building Appeals.

First Name	Randall
Last Name	Smith
Address	310 Elmwood Drive
City	Kent
State	OH
Zip Code	44240
Home Phone Number	<i>Field not completed.</i>
Cell Phone Number	3306086750
Email Address	rsmith45@neo.rr.com
# of years you have lived in Kent	67
Education	Kent Roosevelt High School, Kent State University BA Chemistry, The Ohio State University MD
Place of Employment	Retired General Surgeon
Political Party	Independent
Are you a registered voter?	Yes
Which boards, commissions and committees are you applying for:	Board of Zoning Appeals

Lifelong resident of Kent, former business owner (Western

Please provide educational and professional background to assist Council in review of your application.

Reserve Medical Center), former member Kent Visiting Nurses Board and American Cancer Society Board, member and past president Kent Rotary, member UH Portage Foundation

Why are you interested in this appointment?

As a lifelong resident of Kent, I have a strong desire to maintain its heritage, neighborhoods and economic success.

Resume or other qualifications

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Council Clerk](#)
Subject: Online Form Submittal: Online Boards & Commissions Application
Date: Sunday, February 18, 2024 12:55:56 PM

Online Boards & Commissions Application

Note

Except as otherwise provided by law, all appointments to City Boards and Commissions shall be electors of the City, residing within Kent city limits. This section does not apply to the Board of Building Appeals.

First Name	Earl
Last Name	Clausson
Address	126 E. Oak St.
City	Kent
State	OH
Zip Code	44240
Home Phone Number	3306786026
Cell Phone Number	<i>Field not completed.</i>
Email Address	earlclausson@yahoo.com
# of years you have lived in Kent	27
Education	BS Mechanical Engineering, Purdue University 1992 MS Mechanical Engineering, University of Akron 2014
Place of Employment	Retired
Political Party	<i>Field not completed.</i>
Are you a registered voter?	Yes
Which boards, commissions and committees are you applying for:	Board of Zoning Appeals

28-years on engineering staff at Ametek in Kent until Dec. 2023

Please provide educational and professional background to assist Council in review of your application.

retirement. Licensed PE in the state of Ohio since 2007.

Why are you interested in this appointment?

I feel a sense of responsibility as a citizen to contribute to the administration of the city. It was brought to my attention that the BZA is in need of members.

Resume or other qualifications

[Clausson resume 2024.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Earl Clausson, P.E.

126 E. Oak St., Kent OH 44240

330-389-5324 (cell)

earlclausson@yahoo.com

Summary: 31 years experience in the fluid motion industry

- Centrifugal blowers and pumps design and application
- Brushless DC motor mechanical design
- Test and measurement systems design and construction
- New product development
- Sustaining engineering—customer support; manufacturing support
- Solidworks user; DraftSight user
- Ohio licensed Professional Engineer and MSME

Experience:

2014—2023 (ret.): **Principal Engineer** **AMETEK, Dynamic Fluid Solutions (Kent, OH)**

- Designed and prototyped a large (9 kW) gas pre-mix blower for the commercial boiler market. The size and power of this blower was beyond the scale of any existing product in the division.
- Designed and prototyped a magnetically-coupled sealless pump for vehicle systems cooling.
- Technical guidance to other engineers for numerous blower and pump projects.
- Derived the solution to calculate the dimensions of a pump or blower volute of circular cross-section at any tangential cross-section. Wrote a C++ program that uses numerical integration and Newton-Raphson method to solve iteratively from an initial guess.
- Developed a method for shaping a 3D impeller blade between defined leading and trailing edges.
- Designed and built two-station pump performance test stand for factory use. The test stand measures flow rate, suction pressure, discharge pressure, supply voltage, current, and power, as well as checking pump CAN network functionality. Programmed with LabVIEW, the system includes automatic valve actuation, sump system for returning dumped pumpage, safety mechanisms to prevent accidental flooding, automatic performance pass/fail indication, serial number assignment, and data logging.
- Programmed via LabVIEW a vibration test system for factory use in screening noisy blowers. The development process required in-situ investigation of noisy vs. acceptable blowers as identified by customer, comparing vibration spectra among the two populations, then assigning limits to frequencies present in the noisy population but diminished in the acceptable. 100% success through 1000+ blowers shipped.
- Wrote installation/application guide for pumps used in transit bus cooling systems. The guide covers mounting, plumbing best practices, filling and deaerating the circuit, limits on temperature and pressure, and net positive suction head required (NPSHR).
- Responsible for sustaining engineering and customer support for canned-motor sealless pumps.

2000-2014: **Senior Project Engineer** **AMETEK, Technical and Industrial Products (Kent, OH)**

- Designed and implemented into production a canned-motor sealless pump for the transit bus mar-

ket that remains the division's flagship pump model. This was the first canned-motor design for AMETEK. Responsible for all aspects of the project except for electromagnetics and the BLDC electronic controller. Entirely new design—no existing parts used. Completed the full process: concept, drawings, prototype testing, factory implementation, supplier interaction, customer sampling/support, qualification testing, life testing, and continuous improvement.

- Engineering responsibility for all low voltage brushless DC blower packages. Responsibilities included applications engineering, design changes and improvements, customer and plant support, and test design/execution (blower and motor performance, vibration, sound, life/endurance).
- Designed and constructed a pump test stand for generating head vs. capacity curves. User interface programmed in LabVIEW to acquire analog signals from flow meter, pressure transducers, thermocouples, to monitor, acquire and/or change CAN (Controller Area Network) settings for the pump under test, and to automatically generate a test report in Excel. Designed all plumbing, support structure, and sump for returning pumpage after fill/deaeration and uninstallation.
- Designed and constructed a new blower performance test stand still in use daily. The test stand includes multiple laminar flow elements for different flow ranges, high accuracy pressure transducers with analog output, dry and wet bulb temperature sensors, motor power meters, piping, framework, and instrument panel layout. Programmed LabVIEW for user interface, data acquisition and instrument control, performance monitoring, and automatic report generation in Excel.
- Wrote the blower applications tutorial in 2009 for the BLDC blower catalog, including graphics and layout. Today, the tutorial is still included in its original form, and it is used by Marketing for email blasts and customer assistance.
- Outfitted a long-radius nozzle style flow meter with instrumentation necessary for data acquisition. Programmed LabVIEW to acquire all signals (analog pressure sensor, supply voltage, shunt voltage, thermocouple) and to provide a user interface to measure blower performance curves.
- Design lead for a low-cost vacuum device for office printers. The design was awarded *U. S. patent 6,648,613 B2*. Beyond design, responsibilities included, prototype testing, customer sampling, parts approval from new suppliers, manufacturing implementation, and sustaining engineering.

1995-2000: **Project Engineer** **AMETEK, Technical Motor Division (Kent, OH)**

- Engineering responsibility for blower packages driven by shaded pole and PSC motors. Market was primarily draft inducers for residential gas furnaces, and customers were most of the major OEMs therein. AMETEK divested this business in 1997.

1992-1995: **Development Engineer** **Brookside Group, (Indianapolis)**
(purchased by Lau Industries in mid-1990s)

- Fan design, applications of existing product families, structural qualification and performance testing, technical support for customers, sound testing, and dynamometer testing.

Credentials:

- B.S. in Mechanical Engineering; Purdue University; West Lafayette, Indiana; 1992
- M.S. in Mechanical Engineering; The University of Akron; Akron, Ohio; 2014
- Licensed Professional Engineer in the state of Ohio since 2008; license no. 72682



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: February 26, 2024
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BS*
RE: Sublease Renewal: Haymaker Farmers' Market

The City of Kent leases the unimproved area on the west side of Franklin Avenue, just south of the Over Easy Restaurant paved parking area, from the Akron Barberton Cluster (ABC) Railway Company (aka Wheeling Lake Erie Railroad (WLER)), in order to provide space for additional long-term parking in the downtown business district.

Since 2012, the City has allowed the Haymaker Farmers' Market to sublease this area for use on Saturday's, from 9:00 a.m. to 1:00 p.m. This year's outdoor season will begin with the first Saturday in April and extend through the last Saturday in November. The Haymakers' Farmers Market is an incorporated nonprofit organization, and it leases the space from the City for the nominal annual fee of \$1.00.

I am respectfully requesting time at the March 6, 2024 Council Committee session to discuss this item in greater detail and to request Council's authorization, with emergency, for the renewal of the sub-lease with the Haymaker Farmers' Market.

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

Thank you.

Attachments

Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council

CITY OF KENT, OHIO



SUB-LAND LEASE

THIS SUB-LEASE, made this _____ day of _____, 2024, between **THE CITY OF KENT, OHIO**, whose address is 301 South Depeyster Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSOR, and **HAYMAKER FARMERS' MARKET**, which has its summer market operations at the intersection of Franklin Avenue and Summit Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSEE.

I. PREMISES

SUB-LESSOR does hereby lease unto SUB-LESSEE certain unimproved land, located in the City of Kent, Portage County, Ohio, hereinafter called "the premises," as shown on the map attached hereto and hereby made a part hereof, described as follows:

Being a rectangular parcel of land located north of Summit Street, west of Franklin Avenue and east of LESSOR's main line track containing an area of 0.168 acres, more or less as shown in green, attached hereto as Exhibit "A."

SUB-LESSOR currently leases the subject premises from Akron Barberton Cluster Railway Company (the ORIGINAL LESSOR) pursuant to a land lease agreement dated October 26, 2011, No. 35-04380, as amended July 16, 2014.

II. TERMS AND CONDITIONS

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

1. **Use.** SUB-LESSEE shall use and occupy the premises solely for the purpose of a farmers' market held on Saturday morning (9:00 a.m. to 1:00 p.m.).

2. **Term and Rent.** To hold the demised premises for and during the term of April 6, 2024 through November 30, 2024 (unless sooner terminated as hereinafter provided) for the rent or sum of one dollar (\$1.00) payable in advance.

3. **Expenses.** SUB-LESSOR shall be responsible for snow plowing costs, any utility costs or charges and shall maintain insurance on the premises pursuant to their lease with ORIGINAL LESSOR.

4. **Approval of Plans.** SUB-LESSEE, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, SUB-LESSOR and the ORIGINAL LESSOR. SUB-LESSEE shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent.

5. **Fire and Damage.** SUB-LESSEE shall cooperate with SUB-LESSOR and shall promptly comply with fire prevention measures requested by SUB-LESSOR. SUB-LESSEE shall make no electrical installation or alterations in and to the improvements or electrical circuits (whether for power, light, heat or other purposes) located on the premises except by a duly licensed electrician, and shall make no installation of natural gas, propane, kerosene or other combustion fuel heating or cooling units, except by licensed heating or cooling contractor; and no such alterations or installations shall be made without prior written approval of the ORIGINAL LESSOR.

6. **Ordinances and Regulations.**

6.1 SUB-LESSEE, at SUB-LESSEE's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority having jurisdiction over the premises or SUB-LESSEE's intended use thereof, including but not limited to zoning, health, safety, building or environmental matters. SUB-LESSEE shall supply SUB-LESSOR and ORIGINAL LESSOR with copies of letters or certificates of approval of SUB-LESSEE's use.

7. **Maintenance and Repairs.**

7.1 SUB-LESSEE will not create or permit any nuisance in, on or about the premises, and SUB-LESSEE shall maintain the premises in a neat and clean condition. Any approved structures of SUB-LESSEE shall be erected and/or maintained on the premises by SUB-LESSEE to the satisfaction of the ORIGINAL LESSOR.

7.2 SUB-LESSEE will not utilize the City of Kent trash containers or the area near the trash containers, for the disposal of produce, perishable products, boxes, crates, storage containers, bags of trash or any other form of refuse generated by vendors operating on the premises.

7.3 SUB-LESSEE will not make, or permit to be made, any improvements or alterations to the premises without the written consent of the ORIGINAL LESSOR. Approval by the ORIGINAL LESSOR of any improvements or installations made by SUB-LESSEE, or failure of the ORIGINAL LESSOR to object to any work done or material used, or the method of construction or installation, shall not be construed as an admission of

responsibility by the ORIGINAL LESSOR or SUB-LESSOR or as a waiver of any of SUB-LESSEE's obligations under this Sub-Lease.

7.4 All work performed by SUB-LESSEE, or SUB-LESSEE contractor(s), pursuant to Section 7 shall be subject to the written approval of the ORIGINAL LESSOR's Chief Engineer or his duly authorized representative.

8. Service and Utilities. The ORIGINAL LESSOR will be under no obligation to furnish the premises with water, gas, sewage, electricity, heat or other services and supplies that may be necessary or desirable in connection with SUB-LESSEE use and occupancy of the premises. The SUB-LESSOR shall bear all costs of utilities used on the premises, including heat, electricity, hot water and sewer use charges. SUB-LESSEE shall reimburse SUB-LESSOR for any utilities SUB-LESSEE uses.

9. Adjacent Areas. Except as provided in Section 10 hereafter, SUB-LESSEE shall not use, for utility lines or otherwise, any property of the ORIGINAL LESSOR and SUB-LESSOR other than the premises herein leased without first obtaining ORIGINAL LESSOR's prior written consent and complying with all requirements of the ORIGINAL LESSOR applicable thereto.

10. Ingress and Egress. The ORIGINAL LESSOR, SUB-LESSOR and SUB-LESSEE shall have the right to use, in common with SUB-LESSOR and others authorized by SUB-LESSOR, existing driveway(s) or other property designated by SUB-LESSOR as means of Ingress to and Egress from the premises. SUB-LESSOR shall be under no obligation with respect to the condition or maintenance of said driveway(s) or other property, and SUB-LESSEE use of same shall be subject to all of the covenants, terms and conditions of this Sub-Lease.

11. Pipe and Wire Lines. The ORIGINAL LESSOR shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines now or hereafter installed upon or across the premises, and to use, repair, renew and remove the same.

12. Claim of Title.

12.1 SUB-LESSEE shall not at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this Sub-Lease for any length of time give rise to any right, title or interest in or to the premises, other than the Sub-Leasehold herein created.

12.2 SUB-LESSEE shall pay all debts incurred to, and shall satisfy all liens of contractors, subcontractors, mechanics, laborers and material suppliers in respect to any construction, alteration and/or repair in and to the demised premises, and any improvements thereof. Further, SUB-LESSEE shall have no authority to create any liens for labor or material on or against SUB-LESSOR or the ORIGINAL LESSOR's interest in the premises and shall specify in all contracts let by SUB-LESSEE for any construction, erection,

installation, alteration, maintenance or repair of any building or other improvement on the premises.

13. Termination, Notices and Removal.

13.1 This Sub-Lease may be terminated by either party at any time upon not less than thirty (30) days' notice in writing sent by registered or certified mail to the other party. However, in the event of a breach of any of the covenants, terms and conditions hereof by SUB-LESSEE, SUB-LESSOR shall have the right to terminate this Sub-Lease immediately.

13.2 Should original LESSOR terminate its lease with SUB-LESSOR, this Sub-lease between SUB-LESSOR and SUB-LESSEE shall also terminate.

13.3 Should SUB-LESSOR default on their lease terms to the ORIGINAL LESSOR, SUB-LESSEE may contact ORIGINAL LESSOR in efforts to step-in for SUB-LESSOR, correct the default of SUB-LESSOR, and take SUB-LESSOR'S role in the original land lease agreement dated October 26, 2011, No. 35-04380.

13.4 All notices and communications concerning this Sub-Lease shall be addressed to SUB-LESSOR or the SUB-LESSEE at their respective addresses hereinabove set forth or at such other, the ORIGINAL LESSOR, address as either party may designate in writing to the other party.

13.5 Upon termination of this Sub-Lease by expiration of term or any other reason, SUB-LESSEE shall remove all buildings or structures (except tracks, rail facilities and other designated property of the ORIGINAL LESSOR), within the time specified in any notice of termination or at the latest within fifteen (15) days after such termination. In effecting such removal, the premises shall be restored by SUB-LESSEE to a condition satisfactory to the ORIGINAL LESSOR, including the removal of all structures and facilities (whether on the surface or underground) to ground level, and the filing of all excavations and holes, which shall be tamped, compacted and graded uniformly. If SUB-LESSEE shall fail to make the removal in the manner and time set forth herein, after notice to do so, SUB-LESSOR or the ORIGINAL LESSOR may remove said buildings, structures, and/or facilities and make said restoration, all at the sole risk, cost and expense of SUB-LESSEE, and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

13.6 If SUB-LESSEE shall fail to make removal of any such property, SUB-LESSOR or the ORIGINAL LESSOR shall have the option to elect and notify SUB-LESSEE that all right, title and interest of SUB-LESSEE in certain building(s), structure(s) and/or facility(ies) shall be forfeit and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

13.7 If SUB-LESSEE shall fail to make removal of any such property, the ORIGINAL LESSOR shall have the further option to elect and notify SUB-LESSEE that all

right, title and interest of SUB-LESSEE in certain building(s) and/or facility(ies) shall be forfeit and shall vest absolutely in the ORIGINAL LESSOR as of the date of notice of such election.

13.8 In the event that SUB-LESSEE prepays monthly or annual rentals in advance and this Sub-Lease is terminated by notice of either party (other than for breach or cause), SUB-LESSOR shall refund to SUB-LESSEE the proration of any prepaid base rental and taxes paid in advance, which SUB-LESSEE shall accept in full settlement, satisfaction and discharge of the remainder of the term or period.

14. Lessor. The term "the ORIGINAL LESSOR" as used in Section 14 hereof shall include any other company or companies whose property at the aforesaid location may be leased or operated by ORIGINAL LESSOR.

15. Insurance.

15.1 Prior to commencement of occupation or use of the premises/track for activities provided herein, SUB-LESSEE, at its sole cost and expense, shall procure and shall maintain during continuance of this Sub-Lease Public Liability Insurance covering liability assumed by SUB-LESSEE under this Sub-Lease with a combined single limit of not less than Two Million (\$2,000,000.00) Dollars for personal injury and property damage per occurrence. SUB-LESSEE shall furnish the ORIGINAL LESSOR's Director of Real Estate, 100 East First Street, Brewster, Ohio 44613 a certificate of insurance referring to this Sub-Lease by date, name of SUB-LESSOR, description of Sub-Lease and location covered. The certificate shall be endorsed to provide for thirty (30) days' notice to said Director of Real Estate prior to termination of or change in the coverage provided. If a higher limit of liability is required by the ORIGINAL LESSOR, the ORIGINAL LESSOR shall provide SUB-LESSEE written notice of the limit required and within thirty (30) days thereafter SUB-LESSEE shall provide revised certificate of insurance for the increased required limit. Furnishing of this insurance by SUB-LESSEE shall not limit SUB-LESSEE liability under this Sub-Lease but shall be additional security there for. SUB-LESSOR shall be named as an additional insured on said policy.

15.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The ORIGINAL LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect SUB-LESSOR from liabilities that may arise out of the performance of the services under this Agreement by SUB-LESSOR, its agents, representatives, employees or subcontractors and SUB-LESSOR is free to purchase additional insurance as may be determined necessary.

16. Condemnation. Should the premises or any part thereof be condemned, appropriated and/or acquired for public use, then this Sub-Lease, at the option of SUB-LESSOR or the ORIGINAL LESSOR, shall terminate upon the date when the premises or part thereof shall be taken. No part of any damages or award shall belong to SUB-LESSEE, except to the extent of any specific award from the governmental authority for improvements

and/or facilities of SUB-LESSEE. SUB-LESSOR's land shall be valued as of such date (or other legal date of valuation) as vacant land, without consideration of this Sub-Lease or SUB-LESSEE improvements on said land as an enhancement or detriment to said land value. Improvements and/or facilities of SUB-LESSEE not so condemned, appropriated and/or acquired shall be removed in accordance with Section 13 hereof.

17. Successors and Assigns.

17.1 The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of SUB-LESSOR and the ORIGINAL LESSOR and the successors and assigns of SUB-LESSEE.

17.2 However, SUB-LESSEE shall not transfer, assign, encumber or sublet this Sub-Lease or any part of the premises or any part of the premises or any rights and privileges herein granted except to a subsidiary, parent or common controlled affiliate as approved by SUB-LESSOR. This covenant shall also apply whether such sale or transfer is made voluntarily by SUB-LESSEE or involuntarily in any proceeding at law or in equity to which SUB-LESSEE may be a party whereby any of the rights, duties and obligations of SUB-LESSEE shall be sold, transferred, conveyed, encumbered, abrogated or in any manner altered, without the prior notice to and consent of the ORIGINAL LESSOR and SUB-LESSOR. In the event of any such unauthorized sale, transfer, assignment, sublease or encumbrance of this Sub-Lease, or any of the rights and privileges hereunder, the ORIGINAL LESSOR or SUB-LESSOR, at its option, may immediately terminate this Sub-Lease by giving SUB-LESSEE or any such assignee written notice of such termination and LESSOR or SUB-LESSOR may thereupon enter and retake possession of the premises.

18. Severability. It is understood and agreed that this Sub-Lease is executed by all parties under current interpretation of any and all applicable federal, state, county, municipal or other local statute, ordinance or law. Further, it is understood and agreed that each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate division or combination thereof for the determination of legality so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division herein contained or any other combination thereof.

19. Breach or Waiver. If under the provisions hereof SUB-LESSOR shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a permanent or general waiver of any covenant herein contained nor of any of SUB-LESSOR's rights hereunder. No waiver by SUB-LESSOR of any breach of any covenant, condition or agreement herein contained shall operate as a permanent waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No payment by SUB-LESSEE or receipt by SUB-LESSOR of a lesser amount than the monthly installments

of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction and SUB-LESSOR may accept such check or payment without prejudice to SUB-LESSOR's right to recover the balance of such rent or to pursue any other remedy provided in this Sub-Lease. No re-entry by SUB-LESSOR after a breach shall be considered an acceptance of a surrender of the Sub-Lease.

20. Train Protection. In case of any construction work which may be performed by the SUB-LESSEE at or near the ORIGINAL LESSOR's tracks or facilities, the SUB-LESSEE agrees to notify SUB-LESSOR and the ORIGINAL LESSOR forty-eight (48) hours in advance and further agrees to pay the cost of such supervision or train protection as, in the sole discretion of the ORIGINAL LESSOR, may be necessary or proper for the safe operation of trains.

21. Snow and Ice Removal. It is hereby understood and agreed that the ORIGINAL LESSOR shall not at any time be responsible for the removal of snow and/or ice on or about the leased premises. Such snow and/or ice removal shall be at the sole risk and expense of the SUB-LESSOR and shall be performed in such a manner so as not to obstruct or interfere with any of the ORIGINAL LESSOR's operations on or about the leased premises, including the ORIGINAL LESSOR's own snow removal operations. In carrying out the foregoing, the SUB-LESSOR shall not plow, place, dump or deposit snow onto or upon the property of the ORIGINAL LESSOR, nor shall the SUB-LESSEE permit nor tolerate any of the foregoing.

22. Fiber Optics. It is the responsibility of the SUB-LESSEE to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under the Railway's property and right-of-way. Any damage to or disruption of any fiber optic cable will be the sole responsibility of SUB-LESSEE, which will indemnify and hold harmless the Railway for any expenses resulting therefrom. Before any construction may commence, the following number, where applicable, must be called: **DIG SAFE 1-800-362-2764** provided that calling such number or numbers shall not release or otherwise diminish the remaining obligations of SUB-LESSEE hereunder.

23. Environmental Compliance.

23.1 SUB-LESSEE represents that it has conducted a complete inspection of the Premises and except as noted herein, finds the Premises to be reasonably free from pollution-induced conditions. It is understood between the parties that, at the time this Sub-Lease is entered into, the condition of the premises meets all federal, state, and local laws, rules, and regulations designed to prevent or control the discharge of substances into the land, water and air.

23.2 Without limiting any other provisions of this Sub-Lease, SUB-LESSEE will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to the structures,

equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent the discharge of substances on the land, water, or air.

23.3 Without limiting any other provision this Sub-Lease, SUB-LESSOR and ORIGINAL LESSOR shall have the right to enter and inspect the Premises in order to determine whether SUB-LESSEE is complying with such laws, rules, or regulations, but no such inspection or absence of inspection by the SUB-LESSOR or the ORIGINAL LESSOR shall be construed to relieve SUB-LESSEE of its obligations to comply with all such laws, rules or regulations.

24. **Quiet Enjoyment.** Nothing herein contained shall imply or import a covenant on the part of SUB-LESSOR or ORIGINAL LESSOR of quiet enjoyment.

25. **Hold-Over Clause.** If SUB-LESSEE, with consent of SUB-LESSOR, holds over and remains in possession of demised premises after expiration of said term, this Sub-Lease shall be considered as renewed and shall continue in effect upon the same terms and conditions as are herein contained until terminated by either party giving the other written notice of intention to terminate same in the manner herein provided and with like effect.

26. **Notices.** Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

As to SUB-LESSOR:

CITY OF KENT, OHIO
c/o City Manager
301 South Depeyster Street
Kent, Ohio 44240

As to SUB-LESSEE:

HAYMAKER FARMERS' MARKET

(Print Mailing Address)
Kent, Ohio 44240

As to ORIGINAL LESSOR:

AKRON BARBERTON CLUSTER RAILWAY COMPANY
100 East First Street
Brewster, OH 44613

27. General Provisions.

27.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any other part of this Agreement.

27.2 This Agreement shall be governed by the laws of the State of Ohio.

27.3 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

27.4 This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understandings, agreements or representations.

27.5 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

III. EXECUTION

IN WITNESS THEREOF, the parties hereto have caused this Sub-Lease to be executed, in duplicate as of the day and year first above written.

HAYMAKER FARMERS' MARKET

By _____

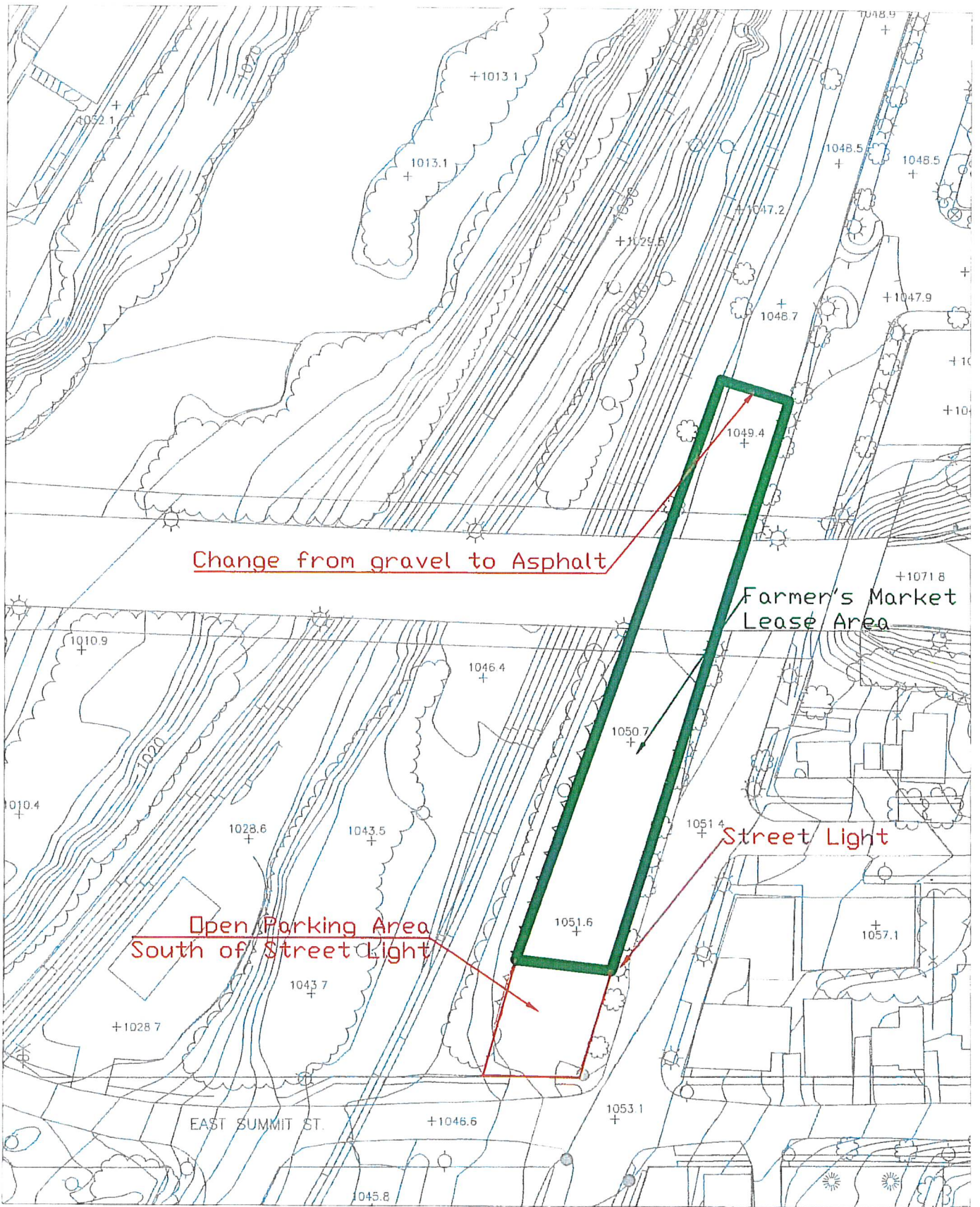
Print Name / Title

CITY OF KENT, OHIO

Dave Ruller, City Manager

APPROVED AS TO FORM:

Hope L. Jones, Law Director
City of Kent, Ohio



Farmers Market Exhibit "A"



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

Date: February 22, 2024
To: Dave Ruller, City Manager
Cc: Bridget Susel, Community Development Director; Amy Wilkens, Clerk of Council, Patti Long, Assistant to the City Manager, PY2024 CDBG Action Plan File
From: Kailyn Cyrus, Development Planner
Re: PY2024 CDBG Funding & Project Recommendations

The City is preparing its funding request for the PY2024 Community Development Block Grant Program (CDBG). The funding request is submitted to the U.S. Department of Housing and Urban Development (HUD) on an annual basis and must include a list of proposed programs that will be implemented with CDBG funding during the year. The City's PY2024 CDBG allocation as determined by HUD, is estimated to be \$285,000. A total of six (6) project proposals were received this year seeking CDBG funding assistance and the total amount of funding requested was \$314,000. Based on a review of these proposals and in consideration of all applicable CDBG regulatory requirements, staff is recommending Council approval of the below projects and amounts at its May meeting. Formal approval in May allows time for a public comment period and a second public hearing to take place prior to authorization.

1. City of Kent, Engineering Department – Elm Street Reconstruction

This activity provides funding to assist with the design and full-depth reconstruction of Elm Street from Dodge Street to South Water Street. The work involves rehabilitation of the asphalt pavement, new sidewalks, concrete curb and gutter, catch basins and storm sewers to improve drainage along the roadway. This is a multi-year project and construction is scheduled for 2027 (Phase 1 – Franklin Ave - S. Water Street).

Funding Requested: \$170,000 **PY 2024 Funding Recommended: \$170,000**
PY2023 CDBG Funding: \$160,000
Walnut Street Phase II

2. City of Kent, Police Department – Neighborhood Policing Program

The Neighborhood Policing Program provides additional patrols and police visibility primarily in low-to-moderate income neighborhoods and in publicly assisted housing complexes. The program has a goal of improving communication, trust and understanding between residents and the Police Department. Funding for this activity is counted toward the Public Service 15% funding limitation.

Funding Requested: \$24,000
PY2023 CDBG Funding: \$17,000

PY 2024 Funding Recommended: \$7,000

3. CAC of Portage County – Furnace Inspection/Targeted Replacement Program

The applicant is requesting funding from the CDBG program to continue its “Kent Furnace Inspection/Targeted Replacement Program” that provides the services of furnace inspections, tune-ups, or the replacement of failing or inefficient furnaces and/or hot water tanks for low-to-moderate income Kent households.

Funding Requested: \$35,000
PY2023 CDBG Funding: \$35,000

PY 2024 Funding Recommended: \$35,000

4. AxessPointe Community Health Centers – Homeless Shelter Services

The Homeless Shelter Services program provides services at Miller Community House, which is an emergency homeless shelter. Funding helps pay for shelter nights spent by Kent residents including needed case management, counseling and housing placement. Funding for this activity is counted toward the Public Service 15% funding limitation.

Funding Requested: \$15,000
PY2023 CDBG Funding: \$15,000

PY 2024 Funding Recommended: \$15,000

5. AxessPointe Community Health Centers – Roof Replacement, Locke Apartments

Family and Community Services is requesting CDBG funds to do a complete roof replacement at Locke Apartments, a 10- unit permanent supportive services apartment complex.

Funding Requested: \$45,000
PY2023 CDBG Funding: \$0

PY 2024 Funding Recommended: \$25,000

6. Habitat for Humanity – Neighborhood Revitalization / Aging in Place

Funds will be used to provide critical home repairs, such as roof repairs, bathrooms, hot water tank and/or furnace replacements, plumbing repairs and safety issues for low-to-moderate income City of Kent residents who own and occupy single-family residences.

Funding Requested: \$25,000
PY2023 CDBG Funding: \$10,000

PY 2024 Funding Recommended: \$10,000

7. City of Kent, Community Development – Administration

These funds are used to cover grant administration costs such as the cost of staff, supplies, advertising, postage, copying, travel costs for trainings, and other related costs. Funding for this activity is counted toward the Planning and Administration 20% funding limitation.

Funding Requested: N/A
PY2023 CDBG Funding: \$3,983

PY 2024 Funding Recommended: \$4,000

8. Fair Housing Consultant– Fair Housing Services

These funds will be used to cover the cost associated with the provision of fair housing service. The consultant will provide counseling in the areas of housing discrimination and landlord-tenant issues. They'll investigate fair housing complaints and provide a variety of public education and outreach services in the City. Funding for this activity is counted toward the Planning and Administration 20% funding limitation.

Funding Requested: \$19,000
PY2023 CDBG Funding: \$19,000

PY 2024 Funding Recommended: \$19,000

A spreadsheet summarizing the requested and recommended funding amounts has been attached for review. Copies of all submitted PY2024 CDBG proposals also are available for review at the Community Development Department.

PY2024 CDBG Allocation (8-1-24 to 7-31-25). HUD Final Allocation (Updated 2-22-24)

Applicant	Project	CDBG Request	PY 2024 Funding Recommended	Funds Awarded in PY2023
CAC	Targeted Furnace Replacement	\$35,000	\$35,000	\$35,000
Engineering Department	Elm Street Reconstruction	\$170,000	\$170,000	\$160,000*
Habitat for Humanity	Neighborhood Revital./Aging in Place	\$25,000	\$10,000	\$10,000
AxessPointe Community Health Centers	Roof Replacement, Locke Apartments	\$45,000	\$25,000	
AxessPointe Community Health Centers	Homeless Shelter Services	\$15,000	\$15,000	\$15,000
Kent Police Department	Neighborhood Policing	\$24,000	\$7,000	\$17,000
Administration	Administration		\$4,000	\$3,983
Fair Hsg Contact Serv.	Fair Housing		\$19,000	\$19,000
TOTAL		\$314,000	\$285,000	PY2024 CDBG Actual Only
2024 Allocation (estimated):		\$285,000		*Includes RLF funds
Public Service Cap (15%):		\$42,750	\$22,000	\$38,000
Administration Cap (20%):		\$57,000	\$23,000	\$22,983



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: February 26, 2024
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BDS*
RE: Economic Development Revolving Loan Fund Program: Interest Rate Amendment

The Community Development Department administers an Economic Development Revolving Loan Fund (RLF) Program that provides gap financing of up to 30% of a business's total project cost for a variety of activities including facility expansion, renovation, and the acquisition of real property and machinery/equipment.

The interest rate for the current program is an adjustable interest rate set at $\frac{3}{4}$ percent of the current prime rate. The variable adjustments in prior years were fairly minimal, which made the City's RLF program a good resource for many businesses looking to finance projects. The recent changes to the economy, however, have resulted in the prime rate in 2023-2024 averaging between 5.5% - 6%, which is less than favorable for any business considering a loan through the City's program.

A review of other economic development programs in the area documented that many communities establish a fixed rate for economic development RLF programs, which allows for a more informed budgeting process for applicants when considering debt service obligations associated with a new loan. Staff met with the City of Kent Revolving Loan Fund Review Committee on January 23, 2024 and the Committee members voted unanimously to recommend City Council amend the program to establish a fixed interest rate of 3 percent.

I am respectfully requesting time at the March 6, 2024 Council Committee meeting to discuss the proposed fixed interest rate program amendment in greater detail and to request Council's authorization, with emergency, to amend the City's Economic Development RLF Program to establish a fixed interest rate of 3 percent for business's seeking loan assistance through the program.

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

Thank you.

Attachment

Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council
Eric Helmstedter, Economic Development Director



2023 Annual Report

Mission

Improving Kent City communities by promoting health, preventing disease, and connecting people to public health services.

Vision

Empowered people. Safer environments. Healthier communities.

Core Values

Health Equity, Community, Integrity, Collaboration, Education



Board of Health Members

Emily Mattern- President	Term Expires 12/31/2027
Louise Frederick- Vice President	Term Expires 12/31/2025
Michelle Frederick	Term Expires 12/31/2026
Melissa Zullo	Term Expires 12/31/2027
Dr. Evan Howe	Term Expires 12/31/2027
Jack Amrhein	Council Appointment Ended 12/31/2023
Christopher Hook	Council Appointment Beginning 1/1/2024
Joan C. Seidel RN	Health Commissioner/Secretary

Medical Director- Dr. Angela DeJulius MD

Kent City Health Department

Kent Central Gateway Bldg. SW Entrance

2nd Floor (Elevator Accessible)

201-G E. Erie St.

Kent, Ohio 44240

330-678-8109

Open Monday-Friday 8am-4pm (Closed Most Holidays)



<http://www.kentohio.org/153/health>



<https://www.facebook.com/KentCityHealthDepartment/>

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From the Health Commissioner

I am pleased to share the accomplishments we achieved in 2023 with our Kent community. We planned well and as a result we grew in important service areas. We are committed to proactively meeting the needs of our residents, to be fiscally responsible in program implementation, and to strengthen the relationships with our community partners. We continue to meet quarterly under “the Kent City Health Department Working 4 U” model of Listening, Connecting, and Serving. We appreciate the input of community members who attend these meetings, providing feedback and ideas. These meetings are open to all and if you cannot attend in person, we are happy to hear from you by letter, email, or phone call. Your voice is important as well as foundational to our work.

We continue to document our programs and outcomes to maintain our accreditation from the Public Health Accreditation Board (PHAB). Maintaining this accreditation is not only mandatory, but proves we meet the rigorous standards set by this national body. We strive for excellence in all we do.

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NEWS
'We're not going anywhere': Streetsboro couple continues fighting sextortion after son's death



We are grateful for the opportunity to work with and for the people of Kent. We have decades of experience as well as a wealth of education that supports our commitment to you. I hope you will see on the following pages not just the numbers and the trends, but the dedication of the Kent City Health Department staff those numbers represent.

Thank you for the opportunity to share our successes with you,

Joan C. Seidel MA, BSN, RN, CIC, FAPIC, GRMS

Some highlights include gaining the support of City Council with a tobacco ordinance enhancement that limits the density of nicotine retailers, holding our First Annual Historic South End Health Fair, applying for and receiving approval for our first temporary campgrounds for the Great American Bicycle Adventure (GOBA) that brought over 1,000 cyclists and support staff to our city for 3 days, Cuyahoga River clean-up day, having two staff trained in safe care seat installation, providing free children’s bicycle helmets, monitoring and mitigating the mosquito pools that were found to be positive for West Nile Virus, returning to pre-pandemic inspection schedules with housing, food services, body art, and recreational water. Relying on the lived experience and expertise of community members we presented, “Frank Discussions: Knowledge is powerful and empowering,” which addressed sextortion, suicide risk, and gun safety. We participated in our first Drug Overdose Awareness Day providing resource information, Narcan training, and supplies through a state funded grant. We continue to work with partners on important public health issues like access to care and unhoused people. These are not always easy topics to implement programs, but we do not shy away from doing the right thing. We also started working with city leaders and business to plan for safety related issues which may arise with the 2024 total solar eclipse and will continue that collaboration through that celestial event.

While we continue to reach for the stars in all we do, we are well grounded in the reality of doing more with less. Costs are always a consideration and in 2023 we brought in \$328,000 of grant funded money to offset salaries, employ VISTA interns, as well as implement programs.





Overview of Operations

The Kent City Health Department (KCHD) provides public health-related services to citizens within the city limits of Kent, Ohio. These services during 2023 included:

- Monitoring Communicable Diseases
- Providing Vaccines, Case Investigations, and Distributing At-Home Test Kits for COVID-19
- Providing Vaccines for MPox (monkeypox) and Influenza
- Filing and Issuing Ohio Birth and Portage County Death Certificates
- Administering the City's Mosquito Control Program
- Investigating Reported Animal Bites for Rabies Exposure
- Licensing and Inspection of Restaurants, Vending Machines, Public Swimming Pools and Spas, Body Art Establishments, Sanitation Vehicles, Schools, Multiple-Use Housing Properties, Tobacco Retail Establishments
- Investigating Nuisance Complaints
- Assisting Indigent Residents
- Providing an Academic Health Department with Kent State University
- Conducting Community Health Assessments and Community Health Improvement Strategies



Strategic Plan

The [Strategic Plan](#) is a living document that is designed to establish realistic goals and objectives for the department that are consistent with the vision, mission, and core values of the Kent City Health Department.



Community Health Improvement Plan (CHIP)

Based on the results of the Community Health Assessment, the Kent City Health Department and Portage County Health District as well as several other organizations work together on the creation and implementation of a CHIP to address gaps and barriers in health. The [Community Health Improvement Plan](#) is a critical component for the development of policies, programs, and health promotion efforts to ultimately achieve positive health outcomes.

Community Health Assessment (CHA)

The Kent City Health Department has worked alongside Portage County Health District and the Conduent to compile survey data from Portage County residents along with health information from the state health department and local organizations for the [Community Health Assessment](#). The Health Commissioner sits on the CHA steering committee and provides input on plans for updating this data.



Communicable Disease

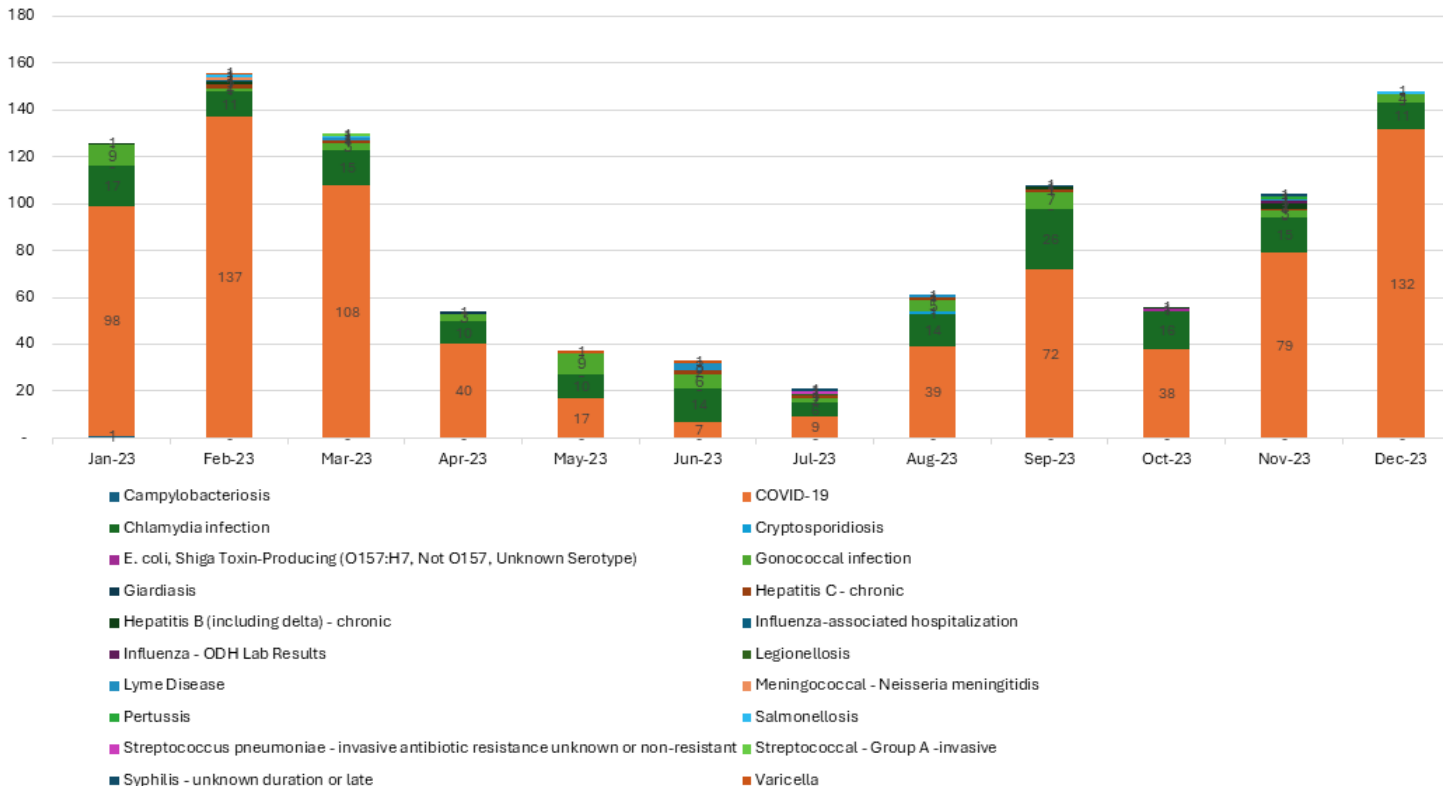
The Kent City Health Department works in conjunction with the [Centers for Disease Control and Prevention](#) and the [Ohio Department of Health](#) to prevent the spread of communicable diseases. Communicable Disease is defined as a disease which may be transmitted directly or indirectly from one individual to another or from an animal or insect to a human and are required by law to be reported to local Health Departments for the purposes of statistics, treatment follow-up, and prevention of community epidemics. KCHD works to contain the spread of diseases, manage outbreaks, and provide education and outreach. KCDH contracts with Carroll County Health District’s epidemiologist for assistance with reports on communicable diseases.



Kent City Annual Reportable Conditions

The reportable conditions in the Ohio Disease Reporting System (ODRS) that were reported to the Kent City Jurisdiction between January 1, 2023 to December 31, 2023 are provided in the graph below. These numbers include confirmed, probable, and suspected cases. Instances that were deemed “not a case” were removed. The top 3 communicable diseases for the city of Kent remain, COVID-19, Chlamydia, and Gonococcal Infections. COVID-19 cases rose at the end of 2023 related to new variant strains circulating in the US and in Kent as well. Thankfully, fewer required hospitalization but we share the loss of those who died from COVID in 2023. There were several outbreaks related to vulnerable populations of age and several social gatherings. Staying current with COVID vaccines as well as staying home when ill, performing good hand hygiene help reduce COVID spread as well as transmission of other respiratory diseases. We continued to rely on home testing which depends on individuals to self-report. So, our COVID numbers are actually higher than reported. Compared to 2022 Gonococcal and Chlamydia infections dropped slightly, although higher than we would like and concerning for underreporting of these infections since individuals can be asymptomatic. Providing education on transmission and proper treatment continues. Although not in the top 3, it is concerning that Syphilis cases continued in 2022. A disease once thought to be very limited and well controlled is showing up more often in Kent as well as the State and the Nation.

2023 Reportable Diseases

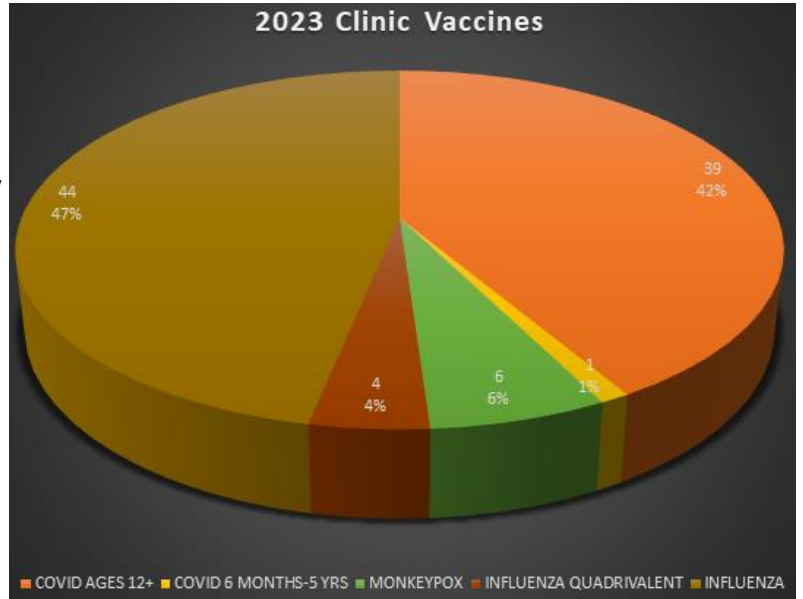


Immunization

In 2023 we were able to offer updated COVID vaccines as they became available as well as the flu vaccine. We held clinics in house as well as some mobile locations including the schools and senior living facilities. We also strive to provide the vaccines to our homebound and underserved populations within our city. We gave a total of 94 vaccines throughout 2023. Recent surveys have shown there has been a decrease in interest across the nation in getting the newer COVID vaccinations. The most common reason is the lack of concern about getting sick with COVID. While we continue to provide education about the risks and reducing complications and death, yet fewer people are opting out of receiving the newer formulations.

- A total of 94 immunizations were given in 2023 compared to 703 in 2022
- This is an 87% decrease over 2022

The COVID vaccine emergency usage has been lifted and we no longer receive the vaccine free of charge. This has resulted in having to bill insurance companies and implementing copays. We have joined a statewide Health Department collaborative which allows us to bill insurance companies, and we are currently working with the city in getting a credit card machine to allow us to collect copays.

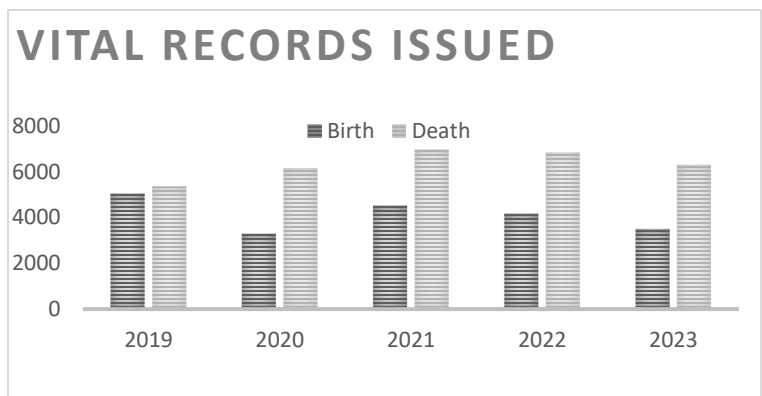


Vital Statistics



A total of 3495 certified Ohio birth certificates were issued in 2023. That is a 19% decrease from those issued in 2022, possibly due to University Hospitals Portage Medical Center birth center closure. There were 6297 certified Portage County death certificates issued, a 9% decrease compared to 2022. From the total records issued, 1588 birth certificates and 1115 death certificates are from 2023 paid online orders processed through Permittium VitalDirector.

<https://oh-kent.civicplus.com/218/Vital-Record>



Mosquito Control Program

Program Goals

1. To educate the public on practices that will reduce the number of mosquito breeding sites and methods to use to reduce feeding activities of mosquitoes.
2. To monitor mosquito populations in the city of Kent in order to determine problem areas where control measures are needed.
3. To reduce the number of disease-carrying and pest mosquitoes in an environmentally responsible manner.

Education and Community Outreach

Kent City Health Department provides information on matters such as mosquito repellents, vector-borne disease, proper practices to reduce mosquito breeding and control methods used. In 2023, KCHD responded to 6 service requests.

Surveillance

Surveillance is monitoring of mosquito populations by regularly inspecting known breeding locations using special traps. Female mosquitoes extract blood from warm-blooded sources which often carry diseases that are passed on with every subsequent bite. Weekly mosquito counts are compared with previous years data in order to determine where control efforts are needed.

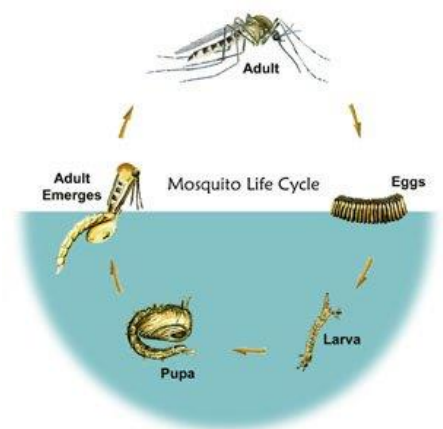
Larval Control

Mosquito control is most effective when larvae are located in sources of water and cannot fly away. Larval control is achieved by elimination of standing water and using safe, effective chemical control methods that minimize their impact on the environment. In 2023, 87 breeding sites were abated which is very low compared to previous years. Less sites were able to be abated due to staff involvement in other city programs. KCHD was not able to use part-time/temporary intern help due to concerns with ODA Pesticide Enforcement claiming only a trained city employee can provide services under the licensed Commercial Pesticide Applicator of the KCHD. This claim has eliminated a larvaciding internship and placed the abatement of breeding sites (use of pesticides) to the full-time staff.

Adult Control

Spraying active adult mosquitoes using ultra-low-volume (ULV) mist spray equipment decreases the number of mosquitoes and reduces the risk to public health when mosquito populations increase or when diseases are detected.

Performance Measures					
Measure	2019	2020	2021	2022	2023
Adult Mosquito Surveillance Program					
Traps Set	341	400	677	486	427
Counts reported	36,250	29,238	48,994	29,869	32,824
Number of Pools	730	746	898	589	636
Positive WNV Pools	18	2	23	5	60
Larval Control Program					
Breeding Sites Abated	572	612	595	388	87
Service Requests	10	8	12	5	6
Adult Control Program					
ULV Abatement Events	12	4	12	14	4



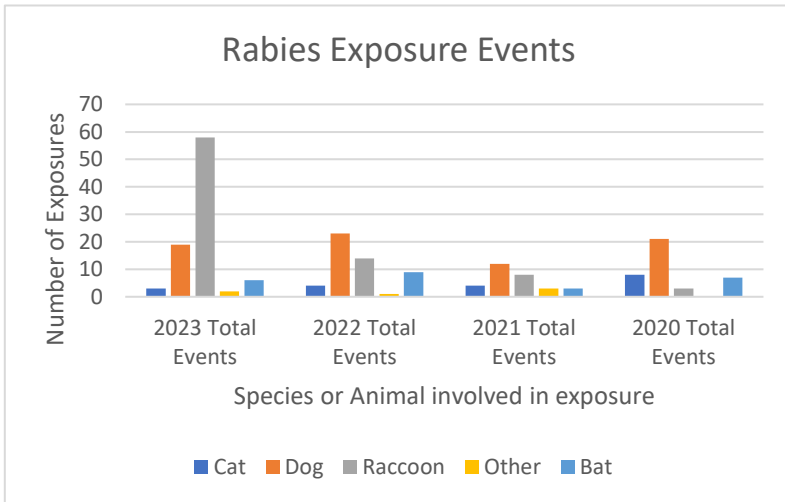
Agency Mosquito Control Grant Program



The Ohio Environmental Protection Agency's (Ohio EPA) Mosquito Control Grant (MCG) Program is a collaborative effort between Ohio EPA and the Ohio Department of Health (ODH). The MCG Program was developed to make funding available to reduce the potential for an outbreak of mosquito-borne diseases such as Zika, West Nile, and La Cross Encephalitis. The KCHD received grant funding to support the 2023 mosquito season.

Rabies Investigation

Per Ohio Revised Code, animal bite incidents should be reported within 24 hours to a health commissioner of the local health jurisdiction for investigation to assist in protecting the public from possible rabies exposures. All reports of animal bites or exposures occurring in the city of Kent are investigated. The Kent City Health Department follows up on exposures to prevent possible rabies outbreaks. Raccoon exposure events increased significantly due to multiple nuisance animal reports received by the Kent Police Department. USDA sampling collection increased as a result of the numerous oddly behaving animals.



RABIES EXPOSURE EVENTS IN KENT					
Species or Animals	Bites	Non-Bites	2023 Total Events	2022 Total Events	2021 Total Events
Cat	3	0	3	4	4
Dog	16	3	19	23	12
Raccoon	0	56	56	14	8
Other	0	2	2	1	3
Bat	1	5	6	9	3
Totals	26	25	88	51	30

Kent City Health Department provided 58 samples that were submitted for testing to the USDA Wildlife Services Enhanced Surveillance program with no rabies virus detected.

Food Safety Program

The mission of the Kent City Health Department Food Safety Program is to protect and improve the health of consumers by assuring foods are safe and are not adulterated, misbranded, or falsely advertised. The Food Safety Program is responsible for licensing and inspecting retail food businesses. These include grocery stores, restaurants, bars, delis, convenience stores, vending machines, food carts, and all food sold at events and festivals. The inspections are a service provided for the public to ensure the safety of Kent food supply for all people who visit or live in the city. Results of these inspections can be found at: https://www.healthspace.com/clients/ohio/kent/kent_web_live.nsf

Food inspectors focus on the top five risk factors that most often are responsible for foodborne illness outbreaks which are:

1. Improper hot/cold holding temperatures of potentially hazardous food
2. Improper cooking temperatures of food
3. Dirty and/or contaminated utensils and equipment
4. Poor employee health and hygiene
5. Food from unsafe sources

When food is being prepared by either the public in their home, or by a food facility operator, the presence of one or more of these risk factors dramatically increases the risk of a foodborne illness outbreak. If one of these risk factors is observed in a retail food facility, it constitutes a major violation and must be immediately corrected. Often the correction involves the destruction of food products which were improperly handled to minimize the risk of foodborne illness to the public. Kent City Health Department focuses on these risk factors and other risk-based issues when completing inspections.



Food Safety Overview in the City of Kent during 2023

- ❖ Food Service Operations (FSO) total: 147
- ❖ Mobile Food Service Operations total: 15
- ❖ Retail Food Establishments (RFE) total: 42
- ❖ Vending Operations total: 6

Food Safety Performance Measures					
Measure	2019	2020	2021	2022	2023
Licenses Issued					
FSO	140	137	146	143	147
RFE	45	42	47	42	42
Mobile FSO/RFE	11	7	12	15	15
Vending	22	23	12	8	6

A drop in vending machine licenses is likely related to the declining vending machine industry. All other measures are consistent with previous years with some fluctuations.

- 526 inspections conducted:
 - 236 standard
 - 150 standard/critical control point
 - 8 standard/process review
 - 51 follow-up
 - 19 pre-licensing
 - 32 complaints
 - 0 consultations
- 1732 violations documented:
 - 382 critical violations- Most cited:
 - 62 date marking issues/3717-1-3.4(G)
 - 11 food contact surfaces/3717-1-4.5(A)(1)
 - 52 ODH Managers Certification in Food Protection
 - 34 complaints received
 - 28 temporary facilities licensed/inspected

Food Safety Performance Measures					
Measure	2019	2020	2021	2022	2023
Food Inspections					
Inspection Count	716	525	493	518	526
Violations	2600	1890	1770	2127	1732
Critical Violations	492	417	326	498	382
Complaints	25	29	44	36	34

The Food Safety program has been working on a Quality Improvement project to improve enforcement action on delinquent Food Operators. The goal of the project was to improve compliance with the Ohio Food Code through education then enforcement. As a result, compliance was gained in multiple facilities dropping the total number violations sited. Improper date marking violations (44) continues to lead critical violation sited. Not having an ODH Certified Manager (52), Non-food contact surfaces unclean (70), and Equipment in Good Repair (84) were the top non-critical violations sited.



Food Safety Program Violations 2019-2023



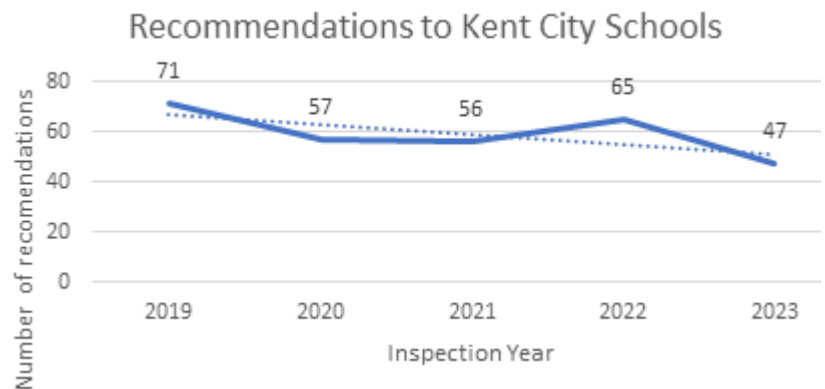
School Inspection

The Kent City Health Department inspects public and private schools for environmental health and safety concerns. The school inspection program works to improve the health and safety of Kent schools through non-regulatory means. Poor environmental conditions can prevent academic progress by making it harder for students to concentrate, causing or exacerbating illness in students and staff, increasing absences and lost workdays, and diverting school funds to pay for costly repair and remediation projects.



School Inspection Program - Performance Measures					
Measure	2019	2020	2021	2022	2023
Inspections	9	9	8	8	11
Recommendations	71	57	56	65	47

Recommendations issued by KCHD have been trending down as the School District is able to follow through on the recommendations provided by the KCHD. Roofing issues caused when Air Conditioning units were installed have been corrected.



Multiple-Use Housing Program

The Kent City Health Department annually inspects each of the licensed multiple-use rental properties within the city limits to help protect tenants from unsafe living conditions by enforcing the maintenance standards outlined in the Environmental Health and Housing Maintenance Code. Common violations include missing smoke alarms, missing carbon monoxide alarms, missing fire extinguishers, improper means of egress, solid waste violations, pest infestation, inadequate handrails, improper ventilation, plumbing and electrical problems. Owners that fail to meet the minimum standards outlined in the housing code are required to make timely repairs to bring the properties into compliance. There are a large number of residents that live in rental properties in the city of Kent and the code was originated to improve the environmental health, safety, and sanitation levels of these rental properties.



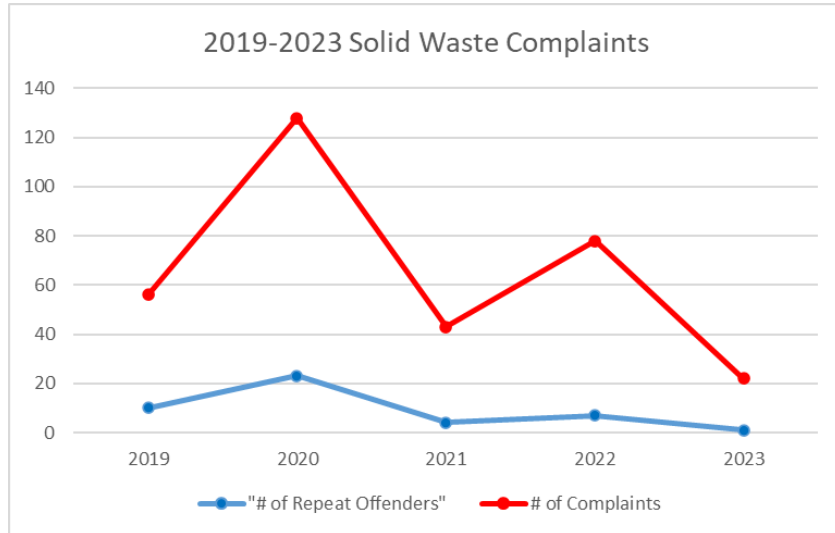
Year	Number of Properties	Number of Bedrooms	Number of Inspections
2019	316	11,120	505
2020	316	11,144	383
2021	318	11,146	417
2022	319	11,151	424
2023	320	11,178	406

Kent property owners have become more compliant over the last few years, reducing the need for re-inspections.

Solid Waste Program

The Kent City Health Department enforces the local solid waste ordinance adopted by Kent City Council. Properties in violation of the solid waste ordinance 521.08 risk potential citations and are given 24 hours to comply or risk additional fines. Solid waste violations may include:

- Excessive trash littering tree lawns, porches, and front yards.
- Discarded trash and furniture that remain along the tree lawn for multiple days before removal.
- Empty solid waste containers sit along the tree lawn for multiple days after pickup.
- Improper storage containers are used to store solid waste.



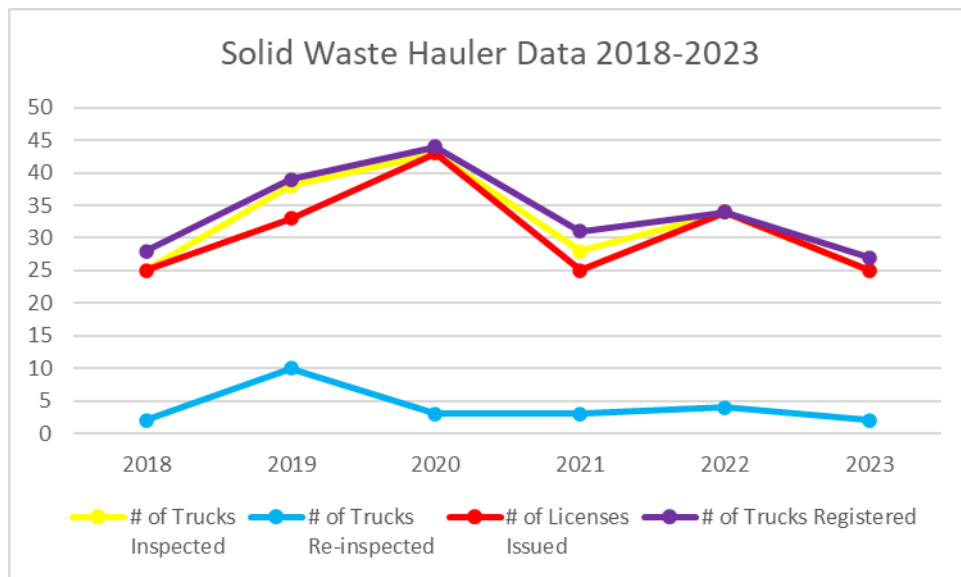
For 2023 there was a significant reduction in the number of complaints received. This is likely due to a new property management firm that took over management of many of the properties in historically problematic areas and their proactive approach to addressing solid waste related issues. Solid waste containers being left on the curb past collection day is still an issue especially for rental properties.



Solid Waste Haulers

The Kent City Health Department conducts annual inspections of all solid waste haulers to minimize risks to public health and the environment. These vehicles are inspected in accordance with the City of Kent Codified Ordinance. The City of Kent switching service providers for the recycling collection in 2023 has significantly reduced the number of solid waste collection vehicles operating in Kent City Limits.

During 2023 the Kent City Health Department registered 27 solid waste trucks: of those, 2 required re-inspection. A total of 25 solid waste haulers were licensed in 2023.



Recreational Water Program

Public swimming pools, spas and special use pools are regulated under the authority of Chapter 3749 of the Ohio Revised Code (ORC) and Chapter 3701-31 of the Ohio Administrative Code (OAC). The public swimming pool rules were created to establish minimum standards, applicable throughout Ohio, for the design, installation, operation, and maintenance of these facilities in order to protect the bathing public from injury, minimize the potential for disease transmission, and provide a safe and healthy aquatic recreational environment. These rules do not pertain to private residential pools. Swimming pools can be the source of many diseases, such as Giardia, Cryptosporidium, E. coli, and injuries such as slips, falls, and accidental entrapment. The purpose of the Kent City Health Department Recreational Water inspection program is to assure that all public swimming pools and spas are maintained in a safe and healthful condition.

Recreational Water Program -Performance Measures					
Measure	2019	2020	2021	2022	2023
Licenses Issued	20	17	17	19	19
Inspections	71	74	64	82	73
Violations	169	167	145	184	177

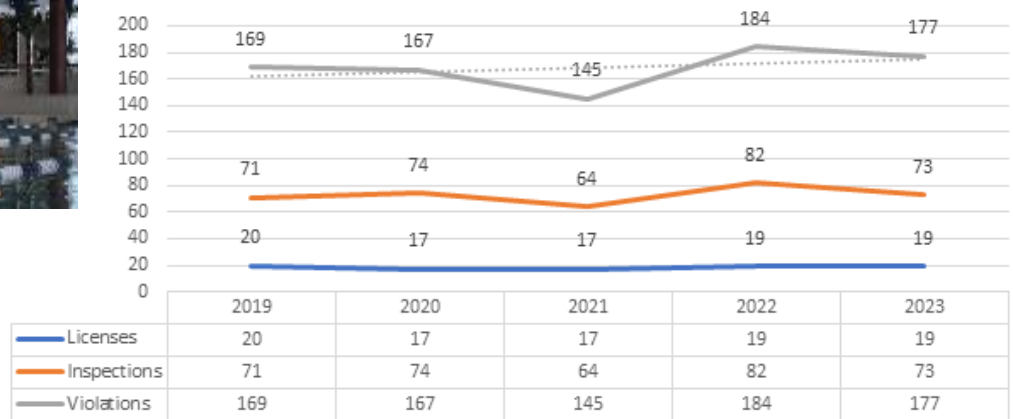
In 2023, the Kent City Health Department issued a total of 19 Swimming Pool and Spa licenses (17 facilities) in the city of Kent.

There was a total of **73** inspections (25 Standard, 18 Inventory, 28 Follow-up, 2 Consultation, 0 Complaint) of the licensed facilities with **177** violations cited.



Multiple pools were licensed and did not operate. Inspections were still completed to ensure frequency requirements were met. Less violations were documented due to the pools not operating. Multiple pools required multiple follow-up inspections to ensure compliance with the Ohio Pool Rules.

Recreational Water Program 2023



Tattoo & Body Piercing

The Kent City Health Department provides sanitation and safety standards for the regulation of body art establishments, conducting plan reviews and licensing of the facility that provides tattoos, Permanent cosmetics, and body piercings. Body art in Ohio is regulated under the authority of Chapter 3730.01 of the Ohio Revised Code (ORC) and Chapter 3701-9 of the Ohio Administrative Code (OAC). Prevention of injury and disease is the goal of inspection program. Possible health risk complications of body art include:

HIV/AIDS , Hepatitis B, Hepatitis C, bacterial and/or viral infections of the skin or other parts of the body, mild to fatal allergic reactions, toxicity of heavy metals and pigments associated with dyes. Use of unsafe jewelry materials may also contribute to infections.

In 2023, the Kent City Health Department licensed **8** Body Art Establishments in the city of Kent. During 2023, there were at total of **16** inspections (8 Standard, 3 30-Day/Standard, 5 Pre-licensing, 0 Follow-up, 0 Consultation, 0 Complaint) of the facilities with 3 violations cited. A drop in violations may be due to increased compliance by operators or violations were not observed during standard inspection. Artists have been transitioning to disposable equipment, reducing the need to clean and sterilize within the establishments.



Body Art Program - Performance Measures					
Measure	2019	2020	2021	2022	2023
Licenses	6	6	6	6	8
Inspections	10	10	12	13	16
Violations	17	10	16	5	3

Tobacco Control Program

Tobacco Use and Cessation

Kent City Health Department receives grant funding from the Ohio Department of Health to work on tobacco use prevention and cessation. In 2023 the grant had many positive impacts. Under this grant the Kent City Health Department helped the Ravenna School District update their smoke free policy, which increased to 95% smoke-free. This was done through meetings and communications with the school board. One highlight from this grant cycle was the anti-vaping video contest that was completed by Brown Middle School in Ravenna and Crestwood High School. These two groups created videos that highlighted the importance of not vaping and the dangers.



TOBACCO
~~eighteen~~ twenty-one

Tobacco Retail Licensing (TRL) Program

The Tobacco Retail Licensing (TRL) program officially launched in February of 2023, with applications being due by the end of the month. On October 3rd, 2023, the health department completed 27 compliance checks, every tobacco retailer within the City of Kent. Our 2023 Compliance Check Pass rate is 65%. Retailer follow-up included education on the importance of not selling to anyone under the age of 21 and information about the consequences of failing too many compliance checks in a 36-month period. To provide more regulation to the local tobacco retailers, the Kent City Health Department drafted and took to city council a tobacco retailer density ordinance. The ordinance also disallowed tobacco retail establishments that are within 1,000 feet of a school or other youth focused entity. Kent City Council voted to pass it on August 16th, 2023. This ordinance limits the number of tobacco retailers in the City of Kent to a total of 20. Current operating establishments have been grandfathered in, so this will not affect them. But it will help reduce the number of future tobacco retailers should any current tobacco retail establishments no longer operate.

AmeriCorps VISTA Grant

In February of 2023 the Kent City Health Department was awarded the AmeriCorps VISTA Grant along with a VISTA Support Grant. The AmeriCorps VISTA grant has provided the health department with six members, all assigned to various tasks. These VISTA members have built capacity within the health department.



There is a Health Information and Research VISTA, that helps with gathering data and analyzing information. Next is the Communications VISTA, this person helps with health department communications tasks such as creating content and scheduling social media posts. Then there is the Tobacco Grant VISTA, they assist with the Tobacco Use and Cessation Grant. The VISTA Support Grant allowed for a VISTA Supervisor position to become available. This grant created a total of seven new positions within the health department.

Healthy Eating and Active Living (HEAL) Grant

In 2023 the Kent City Health Department was awarded the HEAL grant through the Ohio Department of Health. The total amount for this deliverable based grant was \$10,000. Funds from this grant were used in various ways. Funds were used to support the local Haymaker's Farmer's Market Power of Produce kids program. Funds from this grant were also used to provide support and financial backing to the first annual Kent City Health Department Health Fair in June of 2023. For the health fair funds provided giveaways such as bags, water bottles, notebooks, and pens.



In October of 2023 the award for the HEAL 2024 grant is now at tier two status. This increased the amount of funding from \$10,000 to \$25,000. With these funds Kent City Health Department is planning partnerships with the Haymaker's Farmers Market and AccessPointe Community Health Center to create a produce prescription program (PRx). This produce prescription program will run similarly to a PRx program that the Haymaker's Farmers Market already participates in. There will be \$5 coupon books, that can only be used to buy fruits and vegetables from the Farmers Market.



Smoke-Free Workplace

Ohio voters approved a smoking ban in November of 2006 which prohibits smoking in public places and places of employment. The ban provides a statewide minimum standard of protection from the health hazards associated with exposure to secondhand smoke. Enforcement of the ban by the Ohio Department of Health became effective May 3, 2007. Kent City Health Department has been designated by the Ohio Department of Health to provide enforcement of the law and rules in the city of Kent.

VAPING REGULATION BECAME EFFECTIVE OCTOBER 01, 2021.

Vaping is defined as smoking and is prohibited in all places where state law prohibits smoking. Regardless of whether the vape contains nicotine or not, vaping is smoking. Public places and places of employment are required to be smoke and vape free.

If a public place or place of employment is permitting smoking and/or vaping, they will be found in violation of the smoke free law. A store in which greater than 80% of their sales are vape related is considered a Retail Vapor Store (RVS). The law allows a RVS to request exemption each year to permit vaping inside the store. This exemption is to permit vaping inside only, not combustion smoking (including hookah).



Once the rules are passed to support the law RVS retailers will be able to request this exemption, so until rules are passed, there will be no enforcement actions against an RVS that is permitting vaping inside their store. However, violations will be cited for other public places and places of employment for permitting vaping inside since the law is already in effect as of October 2021.

A Retail Tobacco Store (RTS) that has been granted exemption to permit smoking inside their store can permit vaping inside (since vaping is defined as smoking).

<https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/smoke-free-workplace-program/welcome>

During 2023, 3 Smoke-Free workplace violations were reported. 3 investigations completed. 2 dismissed (no violations observed), and 1 notice of warnings was issued (from one or more violations observed). A Notice of Violation Warning was issued for a location regarding insufficient or no signage posted at required locations, and ashtrays present.



<i>Smoke-free Workplace – Performance Measures</i>					
Measure	2019	2020	2021	2022	2023
Reports	15	9	8	5	3
Investigations	12	9	8	5	3
Notice of Violation	4	2	4	2	1
Fines Issued	0	0	0	1	0
Dismissed by Kent City Health Dept.- No Violation Found	11	7	4	3	2

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jim Bowling *Job*

DATE: February 27, 2024

RE: East Main Street Improvements – Construction and Maintenance Agreement

The Service Department is requesting City Council's consideration and approval of the attached East Main Street Improvements Construction and Maintenance Agreement between the City of Kent, Kent State University (KSU) and PARTA. The agreement is the final partnership agreement of the East Main Street Project that started with a joint planning study with KSU that commenced in 2018 and a citizen's advisory committee from the East Main Street Area. The project is currently in the final design and right-of-way acquisition phases.

Over \$21 million in federal grant money was received for the project, representing the maximum federal share possible (80%) within the current budget. This agreement is required for us to complete the construction of the project starting in 2025. The financial commitments required for this agreement are included in current appropriations and the approved capital plan.

C: Melanie Baker
Jon Giaquinto
Rhonda Hall
Sandy Lance
file

EAST MAIN STREET IMPROVEMENTS

CONSTRUCTION AND MAINTENANCE AGREEMENT

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY
KENT STATE UNIVERSITY
THE CITY OF KENT**

ALL PARTIES BEING IN THE STATE OF OHIO

This Construction and Maintenance Agreement, dated _____ 2024, is an agreement made and entered into between the Portage Area Regional Transportation Authority (“PARTA”), Kent State University (“KSU”) and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the “CITY”).

WITNESSETH:

WHEREAS, KSU and the City desire to continue their joint efforts for the improvement of East Main Street generally located from Willow Street to Horning Road, and;

WHEREAS, PARTA maintains numerous routes through the East Main Street corridor and desires to improve transportation services to the traveling public, and;

WHEREAS, KSU, PARTA and the City have previously shared resources to complete the planning phase, design phase, and right of way acquisition phase, and;

WHEREAS, a Citizens Advisory Committee (CAC) was formed in 2018 to provide public input and guide the development of project alternatives through a series of public meetings. The CAC suggested an alternate to be taken to public meetings in 2021. The alternate a tree-lined boulevard from Willow Street and at Horning Road/Overlook Drive was chosen after public input was received, and;

WHEREAS, the Kent City Council agreed to enter into an agreement to undertake the design of the East Main Street Improvements by Ordinance No. 2020-18 passed on March 18, 2020, and;

WHEREAS, on May 15, 2020, PARTA, KSU, and the City entered into an agreement to progress the design and subsequently amended the agreement on March 22, 2023 to complete the design and the right of way acquisition phase of the East Main Street Improvement, and;

WHEREAS, the Agreement dated May 15, 2020, and Amendment No. 1 dated March 22, 2023 are included as Exhibit 1, and;

WHEREAS, the CITY has received \$5.0 million in Federal Safety funds, \$3.6 million in Federal MPO Carbon Reduction funds, \$6 million in Federal MPO-CMAQ funds, \$0.7 million in Federal MPO-TASA funds, \$0.5 million in ODOT Municipal Paving funds, and \$5.25 million in Federal RAISE Grant funds totaling \$21.05 million for the East Main Street Improvements, and;

WHEREAS, PARTA will contribute \$0.09 million in Federal 5307 funds toward the purchase of bus shelters to be located within the project area, and;

WHEREAS, in receiving the Federal and State funds, the CITY will administer the project and will be responsible for the design, right of way acquisition, bidding, award and construction management of the project, and;

WHEREAS, the City has entered into a Local Public Agency (LPA) Local-Let Federal agreement with ODOT to administer the project, and;

WHEREAS, the City has entered into a Grant Agreement with the United States Department of Transportation (USDOT) and ODOT to receive the RAISE Grant funds, which includes Electric Vehicle (EV) Charging Stations on Kent State Campus, included in Exhibit 2;

WHEREAS, the construction of the East Main Street Improvements shall now be known as POR-East Main - PID 112026 (hereafter referred to as "PROJECT") to coincide with the Local Public Agency Federal Project Agreement, and;

WHEREAS, existing and proposed components of the project along East Main Street including sidewalk will traverse the property of KSU for use by the general public including KSU students, faculty and staff (hereinafter referred to as "USERS"), and;

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

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

RAISE DESIGNATED SUBRECIPIENT

KSU is a designated subrecipient for the RAISE 2023 Grant award executed by the CITY with the USDOT and ODOT, in regard to all terms and commitments involving the EV Charging stations to be installed on the KSU Campus.

RIGHT OF WAY

For the purposes of constructing the PROJECT, KSU will grant to the CITY under a separate document temporary easements as shown in the approved plans.

The CITY and KSU will work together to minimize staging costs and to determine the best locations for staging areas.

The CITY will obtain permanent right of way from the State of Ohio for CITY maintained roadway features that will be placed on KSU property. Roadway features include but are not limited to proposed pavement, curbs, catch basins, manholes, storm sewer, street lighting, traffic signals, beacons, pull boxes and underground conduit. Permanent right of way will be conveyed by separate document.

Due to the great value of the PROJECT to KSU and the importance that an aesthetically pleasing and functional East Main Street is to its students, faculty and staff, KSU agrees to donate land at no cost to the CITY to build the PROJECT. Without the donation of land by KSU, the PROJECT would not be able to be constructed to meet the needs of PARTA, KSU, and the CITY.

CONSTRUCTION

The CITY will manage the Local Public Agency (LPA) Agreement with the Ohio Department of Transportation (ODOT) and a City of Kent Engineer will be in responsible charge of the PROJECT. The CITY will administer and hold the contract for the construction of the PROJECT.

Any non-federally fundable item, as determined by ODOT, for the PROJECT will be considered within the scope of this agreement. The assignment of cost will be mutually agreed to and the benefitting party will be responsible for the entire amount. An amendment will be required to define responsibility for payment.

KSU will continue to improve and modify areas adjacent, and sometimes within the boundaries of this PROJECT. The CITY and KSU agree this work will remain the full responsibility of KSU but that both parties will work to coordinate the projects and minimize conflicts.

KSU and the CITY agree that a safe work site for vulnerable users (pedestrians, bicycles, scooters, etc...) including accessible pedestrian pathways and lighting is to be provided by the contractor and as such will be stated in the plans and specifications.

KSU understands that secondary damage to KSU's existing streets may occur from construction vehicle traffic due to the construction activity required for the PROJECT. Routes may require resurfacing earlier than would normally be expected. The CITY and

KSU will work together to minimize secondary damage. Secondary damage repair, such as earlier than anticipated paving projects is not considered to be part of this PROJECT.

KSU agrees to allow a construction trailer to be staged within the KSU campus near or within the project limits, for both KSU and CITY inspectors and staff for the administration, management and inspection of the PROJECT.

KSU and the CITY agree to work together to find ways to minimize the construction duration of the PROJECT.

KSU and the CITY will work together to provide periodic construction updates to the public through media including but not limited to press releases, website updates, e-mails and brochures. The PROJECT will include changeable message boards to be used for advanced notification of the traveling public. KSU and the CITY will mutually review and approve the messages to be sent out to the public prior to their release. KSU will be required to coordinate and inform their staff and students through media of their choice. The CITY shall be responsible to coordinate and inform their staff and the general public through media of their choice.

The PROJECT will provide public and emergency access to KSU buildings at all times of the day and night during construction of the PROJECT. This includes ADA access and safe pathways utilizing temporary lighting.

The PROJECT shall be designed to meet or exceed minimum AASHTO standards for roadways and be approved by ODOT. The PROJECT shall be constructed in accordance with the policies of the Local Public Administered projects required by ODOT.

PARTA will procure the bus shelters to be located within the PROJECT area using the Federal 5307 funds programmed for this purpose. The PROJECT shall install the bus shelters purchased. The local share required for the use of the Federal 5307 funds, and any additional or ineligible costs, shall be paid for by the City and KSU.

COSTS

The CITY and KSU agree to pay for the local share of the PROJECT, including design, right of way acquisition, construction, construction inspection and all other incidental items in equal amounts (50/50 split) up to the total local share PROJECT budget of \$4,900,000 which includes the local share amount in the May 15, 2020 Agreement, which was amended on March 22, 2023.

The PROJECT budget shall not be exceeded without the written approval of KSU. The PROJECT budget includes all costs to complete the construction of the PROJECT, including but not limited to; construction engineering, inspection services, testing services, utility fees, legal fees, construction & contingencies. KSU shall assist the City's Engineer to complete the construction of the PROJECT within the approved budget.

LOCATION

The PROJECT shall commence at or near the intersection of East Main Street and Willow Street and continue easterly to its terminus near East Main Street and Horning Road.

KSU reserves the right to relocate the sidewalk/sidepath on its property and or its related amenities at any time during the term of this agreement. KSU shall be responsible for the cost of any such relocation and shall maintain the sidewalk connectivity to adjacent sidewalks and or bike facilities along East Main Street right of way. Conversely, the CITY may not alter the sidewalk/sidepath and or its related amenities on KSU property without receiving the written approval of KSU.

MAINTENANCE

The CITY shall maintain essential items of the right of way as per CITY Codified Ordinances. This typically includes maintenance of the following items in the roadway right-of-way: pavement, utilities (water, storm sanitary), roadway lighting, traffic signals, beacons, emergency vehicle access, pavement markings and signing related to the roadway. The CITY shall be responsible to plow the roadway within the right-of-way limits of East Main Street.

KSU shall maintain all items provided in the Kent Codified Ordinances including but not limited to sidewalks, ramps, driveways, side streets owned by KSU (Hilltop Drive, Midway Drive, Theatre Drive, and Loop Road), lawns, pedestrian lighting, water quality and water quantity ponds within the property frontage on East Main Street.

In addition to the above, KSU shall also maintain certain items within the right of way including median lawns and landscaping, wayfinding signs, pedestrian lighting, branding items including signs and walls, KSU street name signs, thermoplastic markings specific to KSU and banners as provided for on the approved PROJECT plans. Items maintained by KSU will be built to KSU standards.

KSU shall be solely responsible for all operations and maintenance of the EV Charging stations installed with the PROJECT. This includes any additional requirements of the RAISE grant agreement pertaining specifically to the EV Charging Stations. KSU shall allow access to the EV Stations to the general public as well as KSU users.

KSU shall secure all necessary permits required in connection with the use of the right of way and shall comply with all federal, state and local statutes, ordinances, rules or regulations which may affect, in any respect, KSU's use of the right of way. KSU shall, prior to commencement of any work, obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to its use of the right of way.

If for any reason the director of Public Service or his duly appointed representative deems it necessary to order the removal, reconstruction, relocation or repair of KSU's changes in the

right of way, then said removal, reconstruction, relocation or repair shall be promptly undertaken at the sole expense of KSU.

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

KSU and PARTA agree that PARTA shall retain ownership of the bus shelters located within the project area. KSU will maintain the shelters located on the south side of the project along KSU property. PARTA will maintain the shelters located on the north side of the project and the shelters at the intersection of Horning Road. KSU and PARTA will establish maintenance expectations via a separate agreement to meet Federal Transit Administration (FTA) satisfactory continuing control requirements.

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

SAFETY/LIABILITY

The safe and secure enjoyment of the sidewalk on East Main Street by USERS while on the property of KSU shall be the sole responsibility of KSU.

KSU shall maintain general liability insurance coverage to such extent and in such amounts, as it deems appropriate, but in no event less than the \$5,000,000 total.

TERM, TERMINATION AND ABANDONMENT

It is the desire of the parties that this agreement shall remain in full force in perpetuity, but in no event shall the initial term of this agreement expire before January 1, 2078. Thereafter, this agreement will continue on a year-to-year basis until terminated by either party with one (1) year prior written notice from the party seeking termination.

SEVERABILITY

In the event any one or more of the provisions contained in the Agreement shall be determined to be invalid and the remaining provisions can be given effect, then in such event the remaining provisions shall remain in full force and effect.

NON-ASSIGNMENT

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

NON-WAIVER OF BREACH

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

INTEGRATED AGREEMENT

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

NOTICES

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

To City: City Manager
 City of Kent
 301 S. Depeyster Street
 Kent, Ohio 44240

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

To PARTA: General Manager
 Portage Area Regional Transportation Authority
 2000 Summit Road
 Kent, Ohio 44240

ARTICLE HEADINGS

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

GOVERNING LAW

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

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

CITY OF KENT, OHIO

WITNESS:

Reviewed and Recommended by:

James S. Bowling, P.E.
Deputy Service Director/Superintendent of
Engineering

Date

WITNESS:

Approved and Accepted by:

Dave Ruller
City Manager

Date

Approved as to form:

Hope Jones, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount TWO MILLION TWO HUNDRED TWENTY-SIX THOUSAND dollars (\$2,226,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital, Water and Storm Fund free from any obligation or certificates now outstanding.

Rhonda Hall, Director of Budget and
Finance

Date

KENT STATE UNIVERSITY

WITNESS:

Approved and Accepted by:

Mark Polatajko
Vice President for Finance and
Administration
Kent State University

Date

PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY

WITNESS:

Approved and Accepted by:

Claudia Amrhein
General Manager
Portage Area Regional Transportation
Authority

Date

Approved as to form:

Legal Counsel
Portage Area Regional Transportation Authority

DRAFT

Exhibit 1

East Main Street Improvements Agreement, May 15, 2020
East Main Street Improvements Amendment No.1, March 22, 2023

EAST MAIN STREET IMPROVEMENTS

AGREEMENT

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY
KENT STATE UNIVERSITY
THE CITY OF KENT**

ALL PARTIES BEING IN THE STATE OF OHIO

This Agreement, dated May 15, 2020, is an agreement made and entered into between the Portage Area Regional Transportation Authority ("PARTA"), Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City").

WITNESSETH:

WHEREAS, KSU and the City desire to continue their joint efforts for the improvement of East Main Street generally located from Willow Street to Horning Road; known as the East Main Street Improvements (the "Project"), and;

WHEREAS, PARTA maintains numerous routes through the Project area and desires to improve transportation services to the traveling public, and;

WHEREAS, KSU and the City have previously shared resources to complete a planning and safety study to obtain Federal Highway Safety Funds (HSP), and;

WHEREAS, the City has applied for and received Federal funding through the Congestion Mitigation/Air Quality (CM/AQ) program, Surface Transportation Block Grant (STBG) program and the HSP program to finance a majority of the design, right of way acquisition, construction and construction inspection costs for this Project, and;

WHEREAS, PARTA agrees to pursue and apply for federal and state funding sources to assist in the completion of the transit fundable portions of the project;

WHEREAS, the Ohio Department of Transportation (ODOT) has agreed that the City serve as the responsible lead agency to administer the Project, and;

WHEREAS, the City will enter into a Local Public Agency (LPA) Local-Let Federal agreement with ODOT to administer the Project, and;

WHEREAS, KSU and the City have agreed to use a design consultant to provide professional surveying and engineering services for the preliminary and final design of the proposed Project and that the City will be the lead agency in the management of the Project, and;

WHEREAS, KSU does hereby give permission to the City of Kent, its agents, employees, consultants and contractors to enter upon KSU lands for the purpose of surveying, utility investigations, subsurface investigations, traffic counting, environmental studies and any other work necessary to complete the preliminary and final design of the Project, and;

WHEREAS, KSU and the City agree to pay for the local share of the design, estimated to be \$250,000, in equal amounts (50/50 split) up to a maximum amount of \$125,000 per entity, and;

WHEREAS, KSU and the City further agree to pay for the local share of the construction of the Project, with the amount to be determined after completion of the design phase, and to be included by Amendment to this document, and;

WHEREAS, the Kent State University Board of Trustees has authorized the Vice President for Finance and Administration to enter into a contractual agreement with the City of Kent to share the required local match for federal and state funded improvements to East Main Street. The authorization is for 50% of the local share, with the amount presently estimated at \$2.2 million, and;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the parties hereto agree as follows:

Section 1. Incorporation of Recitals

The preceding recitals are hereby incorporated by reference into this Agreement.

Section 2. Design of the Project

- A. The City and KSU shall undertake the design of the Project in a workmanlike manner.
- B. All parties agree that the design of the improvement shall include improvements to transit services along the corridor, including at a minimum, bus pull-offs, shelters and lighting at planned service locations along the corridor.
- C. The City hereby agrees that all contracts for the design of the Project shall be entered into in compliance with the applicable provisions of State and Local laws including Federal requirement for the procurement of professional services.
- D. KSU and PARTA, as major stakeholders of the Project, shall be active in the development and review of the preliminary alternatives, the selection of the

preferred alternative, review of the detailed design plans and attendance and participation at regular project meetings.

- E. The cost of the professional engineering services will be split 50% KSU, 50% City. The City will be invoiced and pay for the professional services and KSU will reimburse the City its share of the total cost when the City invoices KSU for said professional services that are KSU's portion.
- F. The parties to this Agreement covenant that all design with respect to the Project is made in reliance on this Agreement.

Section 3. Construction of the Project

- A. This Agreement will be amended prior to construction to further detail the terms.
- B. KSU's participation in the local match is limited to the \$2.2 million authorized by the Kent State University Board of Trustees. Any additional funds needed for the local match must be authorized by the Board of Trustees prior to entering into contracts or change orders requiring the additional funds.

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

CITY OF KENT, OHIO

WITNESS:

Cathy Wilson

Reviewed and Recommended by:

James S. Bowling, P.E.
Deputy Service Director/Superintendent of Engineering

5/14/2020
Date

WITNESS:

Cathy Wilson

Approved and Accepted by:

David Ruller
Dave Ruller
City Manager

5/15/2020
Date

Approved as to form:

Hope L. Jones

Hope Jones, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount ONE HUNDRED TWENTY FIVE thousand dollars (\$125,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital Funds free from any obligation or certificates now outstanding.

Rhonda Hall

Rhonda Hall, Director of Budget and Finance

5/15/2020

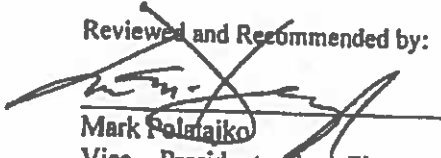
Date

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

KENT STATE UNIVERSITY

WITNESS:

Reviewed and Recommended by:



Mark Polatajko
Vice President for Finance and
Administration
Kent State University

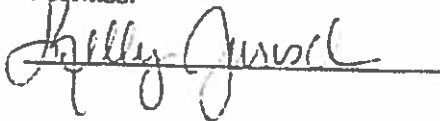
4-30-20
Date

Approved as to
legal form and
sufficiency by
Douglas
Kubinski

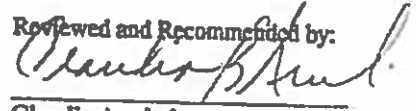
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Approved as to legal form
and sufficiency by
Douglas Kubinski
Date: 2020.04.29 10:36:54
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PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY

WITNESS:




Reviewed and Recommended by:



Claudia Amrhein
General Manager
Portage Area Regional Transportation
Authority

03.23.2020
Date

Approved as to form:



Legal Counsel
Portage Area Regional Transportation Authority

EAST MAIN STREET IMPROVEMENTS

AGREEMENT

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY
KENT STATE UNIVERSITY
THE CITY OF KENT**

AMENDMENT NO. 1

ALL PARTIES BEING IN THE STATE OF OHIO

THIS AMENDMENT No. 1 to the **EAST MAIN STREET IMPROVEMENTS** Agreement executed this 22nd day of March, 2023 is made and entered into between the Portage Area Regional Transportation Authority ("PARTA"), Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City").

WITNESSETH:

WHEREAS, on May 15, 2020, PARTA, KSU and the City entered into an agreement to progress the EAST MAIN STREET IMPROVEMENT Project, hereinafter referred to as the "Project" through the design phase.

WHEREAS, the parties have completed the planning phase and has an approved Environmental Document per the National Environmental Policy Act (NEPA), and;

WHEREAS, the Federal Funding for the design phase of the Project switched from using solely Highway Safety Improvement Program (HSIP) funding at a 90% Federal/10% Local split, to partially HSIP funding and Congestion Mitigation/Air Quality funding at a 80% Federal/20% Local split, and;

WHEREAS, additional local funds are required to complete the design, and;

WHEREAS, the right-of-way acquisition phase of the Project needs to commence.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties to enter this Amendment No. 1 as follows:

- **On page 2, the second paragraph should be replaced with the following:**

"WHEREAS, KSU and the City agree to pay for the local share of the design, estimated to be \$338,000, in equal amounts (50/50 split) up to a maximum amount of \$169,000 per entity, and;"

EAST MAIN STREET IMPROVEMENTS

AGREEMENT

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY
KENT STATE UNIVERSITY
THE CITY OF KENT**

AMENDMENT NO. 1

ALL PARTIES BEING IN THE STATE OF OHIO

- **Add the following after Section 3 on page 3 of 5:**

“Section 4. Right-of-way Acquisition for the Project:

- A. *The City and KSU shall undertake the Right-of-Way Acquisition phase of the Project in a workmanlike manner.*
- B. *The City hereby agrees that the Right-of-Way Acquisition phase of the Project shall be completed in compliance with the applicable provisions of the Federal Uniform Relocation Act, State and Local laws and under the oversight of the Ohio Department of Transportation (ODOT).*
- C. *KSU and the City agree to pay for the local share of the right-of-way acquisition, estimated to be \$110,000, in equal amounts (50/50 split) up to a maximum amount of \$55,000 per entity.*
- D. *KSU and the City agree that neither party will seek compensation for their respective properties used for the completion of the project as approved by both entities during the design of the project.”*

All other terms and conditions remain unchanged.

EAST MAIN STREET IMPROVEMENTS

AGREEMENT

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY
KENT STATE UNIVERSITY
THE CITY OF KENT**

AMENDMENT NO. 1

ALL PARTIES BEING IN THE STATE OF OHIO

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

CITY OF KENT, OHIO

WITNESS:

Cathy Wilson

Reviewed and Recommended by:

James Bowling
James S. Bowling, P.E.
Deputy Service Director/Superintendent of
Engineering

3/24/2023

Date

WITNESS:

Cathy Wilson

Approved and Accepted by:

Dave Ruller
Dave Ruller
City Manager

3/24/2023

Date

Approved as to form:

Hope L. Jones
Hope Jones, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount NINETY NINE THOUSAND dollars (\$99,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital Fund free from any obligation or certificates now outstanding.

Rhonda Hall
Rhonda Hall, Director of Budget and Finance

3/2/2023

Date

EAST MAIN STREET IMPROVEMENTS

AGREEMENT

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY
KENT STATE UNIVERSITY
THE CITY OF KENT**

AMENDMENT NO. 1

ALL PARTIES BEING IN THE STATE OF OHIO

KENT STATE UNIVERSITY

WITNESS:



Digitally signed by Mike Pfahl
Date: 2023.03.22 12:59:50 -0400

Reviewed and Recommended by:



Mark Polatajko
Senior Vice President for
Finance and Administration
Kent State University

5/23/2023

Date

PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY

WITNESS:



Reviewed and Recommended by:

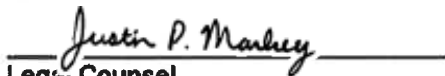


Claudia Amrhein
General Manager
Portage Area Regional Transportation
Authority

04.03.2023

Date

Approved as to form:



Legal Counsel
Portage Area Regional Transportation Authority

DRAFT

Exhibit 2
RAISE Grant Agreement

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the Ohio Department of Transportation (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the East Main Street Corridor Improvements.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 RAISE Program: FHWA Projects,” dated June 23, 2023, which is available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
SPECIAL TERMS AND CONDITIONS.**

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: East Main Street Corridor Improvements

Application Date: 2/28/2023

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Jeff Cutler
LPA Manager
ODOT District 4
2088 S Arlington Road, Akron, OH 44306
330-786-4807
jeff.cutler@dot.ohio.gov

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Stuart Hembree
TPM/Asset Management Coordinator
FHWA Ohio Division
200 N High Street, Room 328, Columbus, OH 43215
614-280-6894
stuart.hembree@dot.gov

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: City of Kent

Designated Subrecipient Project Contact:

Jon Giaquinto
Senior Engineer
City of Kent
930 Overholt Road, Kent, OH 44240
330-678-8106
Jon.Giaquinto@kentohio.gov

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The project will reconstruct a five lane road to a four lane road that includes a landscaped center median, sidewalk, multi-use trail, two roundabouts, bus pullouts, and pedestrian amenities.

2. Statement of Work.

The project includes improvements on East Main Street, from west of Willow Street to east of Horning Road. The project includes:

- Four lanes with turn lanes at signalized intersections.
- Center median.
- Realignment of Horning Road with Overlook Drive.
- Roundabout at East Main Street and Willow Street / Haymaker Parkway and at East Main Street and Overlook Drive / Horning Road.
- Multi-use path on the southern side of East Main Street.
- Sidewalk and tree lawn on the northern side of East Main Street.
- Bus pull-offs at Portage Area Regional Transit Authority (PARTA) stops.
- Street lighting and pedestrian lighting.
- Marked mid-block pedestrian crossings with signage.
- Accessible pedestrian signals at signalized intersections.
- EV charging stations in public parking lots on the Kent State University campus along the south side of East Main Street.

-

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: 10/31/2029

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Completion of PS&E	3/21/2025
Planned Construction Substantial Completion and Open to Traffic Date:	10/31/2028

3. Special Milestone Deadlines.

None.

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

RAISE Grant Amount: \$5,250,000

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Portion of the Project	Portion of the RAISE Grant	Obligation Condition
Base Phase: Design of EV Charging Stations	\$225,000	
Option Phase 1: Roadway Construction	\$3,750,000	If the FHWA Ohio Division Office approves the PS&E for the Project and Recipient has met all the applicable Federal, State, and Local requirements.
Option Phase 2: Construction of EV Charging Stations	\$1,275,000	If the FHWA Ohio Division Office approves the PS&E for the Project and Recipient has met all the applicable Federal, State, and Local requirements.

3. Approved Project Budget.

Eligible Project Costs

	Base Phase: Design of EV Charging Stations	Option Phase 1: Roadway Construction	Option Phase 2: Construction of EV Charging Stations	Total
RAISE	\$225,000	\$3,750,000	\$1,275,000	\$5,250,000
Funds:				
Other Federal	\$0	\$12,560,000	\$0	\$12,560,000
Funds:				
Non-Federal	\$0	\$4,450,000	\$0	\$4,450,000
Funds:				
Total:	\$225,000	\$20,760,000	\$1,275,000	\$22,260,000

4. Cost Classification Table

Reserved.

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any costs incurred under an advanced construction authorization (23 U.S.C. 115), any costs incurred prior to authorization (23 C.F.R. 1.9(b)), or any pre-award costs under 2 C.F.R. 200.458.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: No changes.

Schedule: Section 5.1 of the application showed construction duration as 36 months. The application also showed construction duration dates from Nov. 2025 to Oct. 2027, which is only 24 months. The proper end construction date should be Oct. 2028 to reflect a 36-month duration.

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Construction Substantial Completion and Open to Traffic Date:	10/31/2027	10/31/2028

Budget: The application broke down project costs based upon detailed design, right of way, construction engineering, and construction. \$3,600,000 in detailed design and right of way are included in the previously incurred costs because those tasks are being worked on now. The detailed design was started in 2020 and the right of way acquisition was recently started in 2023. These tasks have been ongoing to keep the project on schedule. Future eligible costs include construction and construction engineering. Detailed design of the EV charging stations has not yet begun. This work and the EV charging station construction are also included in the future eligible costs. The total eligible project costs have decreased by \$3,240,000 and the Other Federal Funds have been reduced to match this total project decrease.

The table below provides a summary comparison of the Project budget.

Fund Source	Application		Schedule D	
	\$	%	\$	%
Previously Incurred Costs				
Federal Funds	0	0	3,240,000	12.5
Non-Federal Funds	0	0	360,000	1.4
Total Previously Incurred Costs	0	0	3,600,000	13.9
Future Eligible Project Costs				
RAISE Funds	5,250,000	20.6	5,250,000	20.3
Other Federal Funds	15,800,000	61.9	12,560,000	48.6
Non-Federal Funds	4,450,000	17.5	4,450,000	17.2
Total Future Eligible Project Costs	25,500,000	100	22,260,000	86.1
Total Project Costs	25,500,000	100	25,860,000	100

Other: N/A.

**SCHEDULE F
RAISE PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Urban

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: IJJA

5. Security Risk Designation.

Security Risk Designation: Low

**SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION**

Study Area: East Main Street between Willow Street and Horning Road

Baseline Measurement Date: February 1, 2025

Baseline Report Date: April 1, 2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Average Daily Traffic (ADT)	<p style="text-align: center;">Mobility and Community Connectivity</p> <p>Average traffic volumes per day within the project study area. Count collection can be self-reported or taken from state or national traffic volume databases.</p>	quarterly
Severe Crashes	<p style="text-align: center;">Safety</p> <p>Total severe crashes within the project study area. A severe crash is one that results in a K, A, or B injury code on the KABCO scale.</p>	annual

**SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project significantly reduces transportation-related pollution, like air pollution and greenhouse gas emissions. <i>(Describe the expected reductions and how they are achieved in the supporting narrative below.)</i>
X	The Project aligns with an applicable State, regional, or local carbon-reduction plan. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project addresses the disproportionate negative environmental impacts of transportation, such as exposure to elevated levels of air, water, and noise pollution. <i>(Describe how in the supporting narrative below.)</i>
	The Project implements transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers. <i>(Describe how in the supporting narrative below.)</i>
	The Project shifts freight to lower-carbon travel modes to reduce emissions. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves the resiliency of at-risk infrastructure to withstand extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating best practices identified by the USDOT. <i>(Identify the at-risk infrastructure and describe how the project improves its resiliency in the supporting narrative below.)</i>
	The Project incorporates energy efficient investments, such as electrification or zero emission vehicle infrastructure. <i>(Describe the energy efficient investments in the supporting narrative below.)</i>
	The Project redevelops brownfield sites. <i>(Identify the brownfield sites and describe the redevelopment in the supporting narrative below.)</i>
	The Project removes, replaces, or restores culverts to improve passage of aquatic species. <i>(Identify the affected culverts and describe how the changes will improve the passage of aquatic species in the supporting narrative below.)</i>

	The Project avoids adverse impacts to air or water quality, wetlands, and endangered species. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes floodplain upgrades consistent with the Federal Flood Risk Management Standard in Executive Orders 14030 and 13690. <i>(Describe those floodplain upgrades in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Project aligns with an applicable State, regional, or local carbon-reduction plan. *(Identify the plan in the supporting narrative below.)*

The East Main Street Corridor Improvement project meets the goal of reducing greenhouse gas emissions by making East Main Street a more walkable and bikeable road. The project will improve safety for pedestrian and bikes by building a multi-use path, short crossings and slower vehicular speeds with narrower lanes, and accessible pedestrian signals. The East Main Street Corridor Improvement project is listed as a goal on page 20 in the City of Kent Ohio Climate Action Plan dated March 23, 2023.

This Plan is available on the City of Kent’s Website at:

<https://www.kentohio.org/DocumentCenter/View/12731/KERAMIDA-City-of-Kent-CAP>



**SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project increases affordable transportation choices. <i>(Describe how in the supporting narrative below.)</i>
	The Project expands active transportation usage. <i>(Describe how in the supporting narrative below.)</i>
	The Project significantly reduces vehicle dependence. <i>(Describe how in the supporting narrative below.)</i>
	The Project reduces transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure. <i>(Describe how in the supporting narrative below.)</i>
	The Project coordinates and integrates land use, affordable housing, and transportation planning to create more livable communities and expand travel choices. <i>(Describe how in the supporting narrative below.)</i>
X	The Project reduces vehicle dependence and improves access to daily destinations, such as jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks, such as by adding new facilities that promote walking or biking. <i>(Describe how in the supporting narrative below.)</i>
	The Project implements transit-oriented development that benefits existing residents and businesses. <i>(Describe how in the supporting narrative below, including a specific description of the benefits to <u>existing</u> residents and businesses.)</i>
	The Project mitigates urban heat islands to protect the health of at-risk residents, outdoor workers, and others. <i>(Describe how in the supporting narrative below.)</i>
	The Project proactively addresses racial equity. <i>(Describe how in the supporting narrative below.)</i>

	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Project reduces vehicle dependence and improves access to daily destinations, such as jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks, such as by adding new facilities that promote walking or biking. *(Describe how in the supporting narrative below.)*

The East Main Street project will provide a range of mobility options to connect people to and from their homes, jobs, and services in a safe, reliable manner. The project will include buffered sidewalks, wide multi-use trail, center median, highly visible pedestrian crossings, and enhanced transit stops. This project will facilitate a first- and last- mile connection along the East Main Corridor by providing multi-modal linkage to Kent State, Downtown, and to the PARTA Central Gateway facility which provides transit connections throughout the region. These improvements will also provide better connectivity to housing, jobs, shopping, and medical facilities which exist along the SR 59 corridor, inside and outside of the project area.

**SCHEDULE J
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
X	The Recipient or a project partner implements targeted hiring preferences that will promote the entry and retention of underrepresented populations into those jobs including women, people of color, and people with convictions. <i>(Describe the use of targeted hiring preferences that will promote the entry and retention of underrepresented populations in jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>

	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Recipient or a project partner implements targeted hiring preferences that will promote the entry and retention of underrepresented populations into those jobs including women, people of color, and people with convictions. *(Describe the use of targeted hiring preferences that will promote the entry and retention of underrepresented populations in jobs in the supporting narrative below.)*

For this Federal Aid project, the City of Kent will incorporate ODOT’s LPA Template and form FHWA-1273 into the project bid documents. These forms provide provisions for the project contractors to follow for the duration of the construction contract. Provisions include equal employment opportunity, non-segregated facilities, Davis-Bacon wage rates, and the Disadvantaged Business Enterprise (DBE) program. ODOT will determine a DBE goal for the project prior to advertising. Both ODOT and the City work together in monitoring these requirements during construction.

**SCHEDULE K
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: Existing

Existing Award Program: 20.205; Highway Planning and Construction

2. Title VI Assessment Information.

This section is not applicable because the Recipient Type Designation is “Existing.”

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Ohio Department of Transportation

_____ By: _____
Date Signature of Recipient's Authorized Representative

Jack Marchbanks

Name

Director

Title

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

City of Kent, Ohio

_____ By: _____
Date Signature of Designated Subrecipient's Authorized Representative
Dave Ruller

Name
City Manager

Title

Approved as to form:

Hope Jones, Law Director
City of Kent

Certificate of Director of Budget and Finance

IT IS HEREBY CERTIFIED THAT THE AMOUNT FIVE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$5,250,000) REQUIRED TO MEET THE CONTRACT, AGREEMENT, OBLIGATION, PAYMENT OR EXPENDITURE, FOR THE ABOVE, HAS BEEN LAWFULLY APPROPRIATED OR AUTHORIZED OR DIRECTED FOR SUCH PURPOSE AND IS IN THE CITY TREASURY OR IN THE PROCESS OF COLLECTION TO THE CREDIT OF THE CAPITAL FUND FREE FROM ANY OBLIGATION OR CERTIFICATES NOW OUTSTANDING.

Rhonda Hall, Director of Budget and Finance

Date

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	David L. Snyder

	Name
	FHWA Ohio Division Administrator

	Title

**KENT POLICE DEPARTMENT
JANUARY 2024**

	JANUARY 2023	JANUARY 2024	TOTAL 2023	TOTAL 2024
CALLS FOR SERVICE	1657	1419	1657	1419
KENT FIRE CALLS	440	489	440	489
BRIMFIELD FIRE CALLS	142	169	UNK	169
ARRESTS, TOTAL	108	96	142	96
JUVENILE ARRESTS	3	2	108	2
O.V.I. ARRESTS	19	9	3	9
TRAFFIC CITATIONS	173	118	19	118
PARKING TICKETS	745	812	173	812
ACCIDENT REPORTS	42	57	0	57
Property Damage	23	32	42	32
Injury	4	6	23	6
Private Property	5	10	4	10
Hit-Skip	5	7	5	7
OVI Related	4	1	5	1
Pedestrians	1	0	4	0
Fatals	0	1	1	1
U.C.R. STATISTICS				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	0	2	1	2
Assault Total	9	16	16	16
Serious		2		5
Simple		7	11	11
Burglary	2	0	1	0
Larceny	24	4	15	4
Auto Theft	1	0	2	0
Arson	0	0	1	0
Human Trafficking:Servitude	0	0	0	0
Human Trafficking:Sex Acts	0	0	0	0
TOTAL	36	22	36	22
CRIME CLEARANCES				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	0	2	1	2
Assault Total	8	10	13	10
Serious		3		2
Simple		5	8	8
Burglary	4	1	2	1
Larceny	2	5	3	5
Auto Theft	1	1	0	1
Arson	0	0	0	0
Human Trafficking:Servitude	0	0	0	0
Human Trafficking:Sex Acts	0	0	0	0
TOTAL	15	19	19	19

**City of Kent
Income Tax Division**

**January 31, 2024
Income Tax Receipts Comparison - (Excluding 0.25% Police Facility Receipts)**

Monthly Cash Basis Receipts

Total receipts for the month of January, 2024	\$	1,361,101
Total receipts for the month of January, 2023	\$	1,601,454
Total receipts for the month of January, 2022	\$	1,388,381

Year-to-date Receipts and Percent of Total Annual Receipts Collected

		<u>Year-to-date Actual</u>	<u>Percent of Annual</u>
Total receipts January 1 through January 31, 2024	\$	1,361,101	7.58%
Total receipts January 1 through January 31, 2023	\$	1,601,454	9.24%
Total receipts January 1 through January 31, 2022	\$	1,388,381	9.35%

Year-to-date Receipts Through January 31, 2024 - Budget vs. Actual

<u>Year</u>	<u>Annual Budgeted Receipts</u>	<u>Revised Budgeted Receipts</u>	<u>Year-to-date Actual Receipts</u>	<u>Percent Collected</u>	<u>Percent Remaining</u>
2024	\$ 17,955,556	\$ 17,955,556	\$ 1,361,101	7.58%	92.42%

Comparisons of Total Annual Receipts for Previous Ten Years

<u>Year</u>	<u>Total Cash Basis Receipts*</u>	<u>Change From Prior Year</u>	
2014	12,733,226	-0.48%	<div style="background-color: yellow; display: inline-block; width: 1em; height: 1em; vertical-align: middle;"></div> - Changed from accrual basis of accounting to a cash basis of accounting for RITA Income Tax in December, 2020. All years have been restated to be on a cash basis for RITA receipts to make this report comparable from year to year.
2015	14,579,500	14.50%	
2016	14,192,888	-2.65%	
2017	14,525,574	2.34%	
2018	14,297,948	-1.57%	
2019	14,855,372	3.90%	
2020	14,592,066	-1.77%	
2021	14,929,900	2.32%	
2022	16,645,865	11.49%	
2023	17,533,848	5.33%	

Submitted by , Director of Budget and Finance

2024 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
(Excluding 0.25% Police Facility Receipts)
as of Month Ended January 31, 2024

Monthly Cash Basis Receipts

Month	Monthly Cash Basis Receipts			Comparisons	
	2022	2023	2024	Amount	Percent Change
January	\$ 1,388,381	\$ 1,601,454	\$ 1,361,101	\$ (240,353)	-15.01%
February	1,337,345	1,609,396			
March	1,133,750	1,262,958			
April	1,389,808	1,419,192			
May	1,616,141	1,772,580			
June	1,481,074	1,661,424			
July	1,455,656	1,382,337			
August	1,138,884	1,377,077			
September	1,359,525	1,241,696			
October	1,588,594	1,395,902			
November	1,461,247	1,557,120			
December	1,295,459	1,252,714			
Totals	\$ 16,645,865	\$ 17,533,848	\$ 1,361,101	\$ (240,353)	

Year-to-Date Receipts

Month	Year-to-Date Receipts			Comparisons	
	2022	2023	2024	Amount	Percent Change
January	\$ 1,388,381	\$ 1,601,454	\$ 1,361,101	\$ (240,353)	-15.01%
February	2,725,726	3,210,850			
March	3,859,476	4,473,807			
April	5,249,284	5,892,999			
May	6,865,425	7,665,579			
June	8,346,499	9,327,003			
July	9,802,156	10,709,340			
August	10,941,040	12,086,416			
September	12,300,565	13,328,112			
October	13,889,159	14,724,015			
November	15,350,406	16,281,134			
December	16,645,865	17,533,848			
Totals	\$ 16,645,865	\$ 17,533,848			

2024 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)
as of Month Ended January 31, 2024

Monthly Receipts				Comparisons	
Month	2022	2023	2024	Amount	Percent Change
January	\$ 447,488	\$ 461,437	\$ 478,415	\$ 16,978	3.68%
February	377,930	386,098	-		
March	414,055	423,517	-		
April	411,929	419,985	-		
May	409,234	420,801	-		
June	398,782	411,739	-		
July	372,753	419,770	-		
August	412,061	383,705	-		
September	337,710	373,412	-		
October	418,381	431,227	-		
November	423,977	443,752	-		
December	437,540	439,024	-		
Totals	<u>\$ 4,861,839</u>	<u>\$ 5,014,467</u>	<u>\$ 478,415</u>	<u>\$ 16,978</u>	
	29.21%	28.60%	35.15%		

Year-to-Date Receipts				Comparisons	
Month	2022	2023	2024	Amount	Percent Change
January	\$ 447,488	\$ 461,437	\$ 478,415	\$ 16,978	3.68%
February	825,418	847,535			
March	1,239,472	1,271,052			
April	1,651,401	1,691,036			
May	2,060,635	2,111,837			
June	2,459,417	2,523,575			
July	2,832,170	2,943,345			
August	3,244,231	3,327,051			
September	3,581,941	3,700,463			
October	4,000,322	4,131,690			
November	4,424,299	4,575,443			
December	4,861,839	5,014,467			
Totals	<u>\$ 4,861,839</u>	<u>\$ 5,014,467</u>			

2024 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)

Comparisons of Total Annual Receipts for Previous Ten Years
Restated

Year	Total Cash Basis Receipts	Percent Change
2014	4,707,945	2.67%
2015	4,910,519	4.30%
2016	5,042,140	2.68%
2017	5,137,920	1.90%
2018	5,167,455	0.57%
2019	5,150,394	-0.33%
2020	5,159,334	0.17%
2021	4,813,413	-6.70%
2022	4,861,839	1.01%
2023	5,014,467	3.14%

2024 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
Police Facility Dedicated Income Tax Receipts - 1/9 of Total (0.25%)
as of Month Ended January 31, 2024

Monthly Receipts				Comparisons	
Month	2022	2023	2024	Amount	Percent Change
January	\$ 173,548	\$ 200,182	\$ 170,138	\$ (30,044)	-15.01%
February	167,168	201,174	-		
March	141,719	157,870	-		
April	173,726	177,399	-		
May	202,018	221,572	-		
June	185,134	207,678	-		
July	181,957	172,792	-		
August	142,361	172,135	-		
September	169,941	155,212	-		
October	198,574	174,488	-		
November	182,656	194,640	-		
December	161,932	156,589	-		
Totals	\$ 2,080,733	\$ 2,191,731	\$ 170,138	\$ (30,044)	

Year-to-Date Receipts				Comparisons	
Month	2022	2023	2024	Amount	Percent Change
January	\$ 173,548	\$ 200,182	\$ 170,138	\$ (30,044)	-15.01%
February	340,716	401,356			
March	482,435	559,226			
April	656,161	736,625			
May	858,178	958,197			
June	1,043,312	1,165,875			
July	1,225,269	1,338,667			
August	1,367,630	1,510,802			
September	1,537,571	1,666,014			
October	1,736,145	1,840,502			
November	1,918,801	2,035,142			
December	2,080,733	2,191,731			
Totals	\$ 2,080,733	\$ 2,191,731			

2024 CITY OF KENT, OHIO
Comparison of Total Income Tax Receipts - Including Police Facility Receipts
as of Month Ended January 31, 2024

Monthly Receipts				Comparisons	
Month	2022	2023	2024	Amount	Percent Change
January	\$ 1,561,928	\$ 1,801,636	\$ 1,531,238	\$ (270,397)	-15.01%
February	1,504,514	1,810,570	-		
March	1,275,469	1,420,827	-		
April	1,563,534	1,596,591	-		
May	1,818,159	1,994,152	-		
June	1,666,208	1,869,102	-		
July	1,637,613	1,555,129	-		
August	1,281,245	1,549,211	-		
September	1,529,465	1,396,908	-		
October	1,787,168	1,570,390	-		
November	1,643,903	1,751,759	-		
December	1,457,392	1,409,303	-		
Totals	\$ 18,726,598	\$ 19,725,579	\$ 1,531,238	\$ (270,397)	

Year-to-Date Receipts				Comparisons	
Month	2022	2023	2024	Amount	Percent Change
January	\$ 1,561,928	\$ 1,801,636	\$ 1,531,238	\$ (270,397)	-15.01%
February	3,066,442	3,612,206			
March	4,341,911	5,033,033			
April	5,905,445	6,629,624			
May	7,723,604	8,623,776			
June	9,389,812	10,492,879			
July	11,027,425	12,048,007			
August	12,308,670	13,597,218			
September	13,838,136	14,994,127			
October	15,625,304	16,564,517			
November	17,269,206	18,316,276			
December	18,726,598	19,725,579			
Totals	\$ 18,726,598	\$ 19,725,579			

City of Kent
RITA Income Tax Analysis by Month compared to the Prior Year
By Category Collected

2024 with change from 2023 - Cash Basis

Calendar Month	Withholding	Change	% Change	Individual	Change	% Change	Net Profit	Change	% Change	Total	Change	% Change
Jan	\$ 1,249,521.25	\$ (61,522.09)	-4.69%	\$ 90,327.55	\$ (10,747.90)	-10.63%	\$ 157,412.17	\$ (196,314.22)	-55.50%	\$ 1,497,260.97	\$ (268,584.21)	-15.21%
Feb	1,574,592.92	136,458.35	9.49%	122,416.87	(21,552.21)	-14.97%	53,917.41	(120,106.01)	-69.02%	1,750,927.20	(5,199.87)	-0.30%
March		(1,209,478.63)	-100.00%		(99,618.44)	-100.00%		(60,623.59)	-100.00%	-	(1,369,720.66)	-100.00%
April		(1,187,774.32)	-100.00%		(168,508.87)	-100.00%		(208,140.11)	-100.00%	-	(1,564,423.30)	-100.00%
May		(1,467,698.08)	-100.00%		(357,830.68)	-100.00%		(131,769.05)	-100.00%	-	(1,957,297.81)	-100.00%
June		(1,260,721.20)	-100.00%		(179,346.96)	-100.00%		(320,612.58)	-100.00%	-	(1,760,680.74)	-100.00%
July		(1,123,055.37)	-100.00%		(189,503.74)	-100.00%		(211,169.49)	-100.00%	-	(1,523,728.60)	-100.00%
August		(1,367,817.98)	-100.00%		(92,740.87)	-100.00%		(24,138.78)	-100.00%	-	(1,484,697.63)	-100.00%
Sept		(1,196,953.11)	-100.00%		(54,548.13)	-100.00%		(83,308.00)	-100.00%	-	(1,334,809.24)	-100.00%
Oct		(1,212,566.02)	-100.00%		(190,210.17)	-100.00%		(138,146.99)	-100.00%	-	(1,540,923.18)	-100.00%
Nov		(1,400,122.71)	-100.00%		(103,350.13)	-100.00%		(214,663.81)	-100.00%	-	(1,718,136.65)	-100.00%
Dec		(1,256,019.80)	-100.00%		(42,307.95)	-100.00%		(60,246.44)	-100.00%	-	(1,358,574.19)	-100.00%
	<u>\$ 2,824,114.17</u>	<u>\$ (12,607,270.96)</u>	<u>-81.70%</u>	<u>\$ 212,744.42</u>	<u>\$ (1,510,266.05)</u>	<u>-87.65%</u>	<u>\$ 211,329.58</u>	<u>\$ (1,769,239.07)</u>	<u>-89.33%</u>	<u>\$ 3,248,188.17</u>	<u>\$ (15,886,776.08)</u>	<u>-83.02%</u>
							Check			<u>\$ 3,248,188.17</u>	<u>\$ (15,886,776.08)</u>	

RITA Income Tax Analysis by Month compared to the Prior Year
By Category Collected

2023 with change from 2022 - Cash Basis

Jan	\$ 1,311,043.34	\$ 29,240.04	2.28%	\$ 101,075.45	\$ (24,712.82)	-19.65%	\$ 353,726.39	\$ 232,683.43	192.23%	\$ 1,765,845.18	\$ 237,210.65	15.52%
Feb	1,438,134.57	205,937.66	16.71%	143,969.08	16,025.88	12.53%	174,023.42	98,290.66	129.79%	1,756,127.07	320,254.20	22.30%
March	1,209,478.63	40,753.58	3.49%	99,618.44	41,325.78	70.89%	60,623.59	46,756.36	337.17%	1,369,720.66	128,835.72	10.38%
April	1,187,774.32	1,162.07	0.10%	168,508.87	33,295.66	24.62%	208,140.11	8,359.14	4.18%	1,564,423.30	42,816.87	2.81%
May	1,467,698.08	291,841.91	24.82%	357,830.68	10,971.61	3.16%	131,769.05	(131,343.19)	-49.92%	1,957,297.81	171,470.33	9.60%
June	1,260,721.20	16,906.03	1.36%	179,346.96	57,861.09	47.63%	320,612.58	149,640.04	87.52%	1,760,680.74	224,407.16	14.61%
July	1,123,055.37	(159,603.75)	-12.44%	189,503.74	(2,625.49)	-1.37%	211,169.49	76,603.60	56.93%	1,523,728.60	(85,625.64)	-5.32%
August	1,367,817.98	277,123.05	25.41%	92,740.87	(3,849.37)	-3.99%	24,138.78	(24,833.44)	-50.71%	1,484,697.63	248,440.24	20.10%
Sept	1,196,953.11	(65,644.05)	-5.20%	54,548.13	(63,135.32)	-53.65%	83,308.00	(11,580.12)	-12.20%	1,334,809.24	(140,359.49)	-9.51%
Oct	1,212,566.02	24,524.03	2.06%	190,210.17	5,542.48	3.00%	138,146.99	(248,731.24)	-64.29%	1,540,923.18	(218,664.73)	-12.43%
Nov	1,400,122.71	121,232.59	9.48%	103,350.13	(52,360.68)	-33.63%	214,663.81	45,981.46	27.26%	1,718,136.65	114,853.37	7.16%
Dec	1,256,019.80	12,064.40	0.97%	42,307.95	(32,729.19)	-43.62%	60,246.44	(33,067.12)	-35.44%	1,358,574.19	(53,731.91)	-3.80%
	<u>\$ 15,431,385.13</u>	<u>\$ 795,537.56</u>	<u>5.44%</u>	<u>\$ 1,723,010.47</u>	<u>\$ (14,390.37)</u>	<u>-0.83%</u>	<u>\$ 1,980,568.65</u>	<u>\$ 208,759.58</u>	<u>11.78%</u>	<u>\$ 19,134,964.25</u>	<u>\$ 989,906.77</u>	<u>5.46%</u>
							Check			<u>\$ 19,134,964.25</u>	<u>\$ 989,906.77</u>	