

ORDINANCE NO. 2024 – 027

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO CONTINUE THE EAST MAIN STREET IMPROVEMENTS AGREEMENT BETWEEN THE CITY OF KENT, KENT STATE UNIVERSITY AND PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (PARTA) AND BEGIN THE FINAL PHASES OF THE PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, this agreement is the final phase of the East Main Street Project that started with a joint planning study commenced with KSU and a citizen's advisory committee from the East Main Street Area; and

WHEREAS, the planning study was completed to the point where federal grant money could be pursued to assist in the implementation of the project; and

WHEREAS, over \$21 million in federal grant money was received for the project, including funds to complete the design phase of the project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to continue the East Main Street Improvements Agreement between the City, KSU and PARTA which will use the results of the community-based project planning study and begin the final phase of the project, and is more fully described in Exhibit "A" attached hereto and incorporated herein.

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

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

PASSED: March 20, 2024
Date

EFFECTIVE: March 20, 2024
Date

ATTEST: Amy Wilkens
Amy Wilkens, CMC
Clerk of Council

J. Fiala
Jerry T. Fiala
Mayor and President of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. 2024-071, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON March 20, 2024.

Amy Wilkens
AMY WILKENS, CMC
CLERK OF COUNCIL
(SEAL)

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

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.

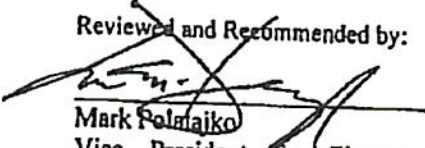
KENT STATE UNIVERSITY

WITNESS:

Approved as to
legal form and
sufficiency by
Douglas
Kubinski

Digitally signed by
Approved as to legal form
and sufficiency by
Douglas Kubinski
Date: 2020.04.29 10:36:54
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Reviewed and Recommended by:

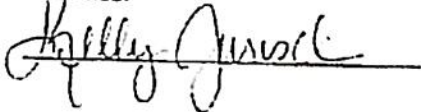


Mark Polatajko
Vice President for Finance and
Administration
Kent State University

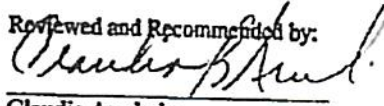
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Date

PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY

WITNESS:



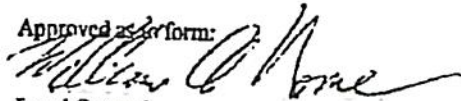
Reviewed and Recommended by:



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

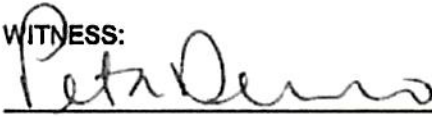
**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY
KENT STATE UNIVERSITY
THE CITY OF KENT**

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

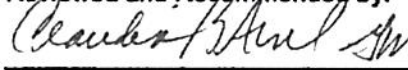
Date

PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY

WITNESS:



Reviewed and Recommended by:

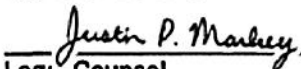


**Claudia Amrhein
General Manager
Portage Area Regional Transportation
Authority**

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)	Mobility and Community Connectivity 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.	quarterly
Severe Crashes	Safety 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.	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 existing 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