

ORDINANCE NO. 2016-42

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN KENT STATE UNIVERSITY, SPECIFICALLY THE WICK POETRY CENTER, MAIN STREET KENT AND THE CITY OF KENT TO INTEGRATE PUBLIC ART INTO DOWNTOWN KENT, AND DECLARING AN EMERGENCY.

WHEREAS, the parties would like to integrate public art into downtown Kent, with ties to KSU; and

WHEREAS, the Traveling Stanza Art Project currently consists of displayed art and poetry that can be read and heard throughout the KSU campus; and

WHEREAS, it is believed that incorporating the stanzas in downtown Kent would add public art elements to the downtown and reinforce town-gown relations; and

WHEREAS, it is believed that applying the stanzas to existing utility boxes would enhance the utilitarian manner of the boxes and would reduce graffiti; and

WHEREAS, adopting the traveling art stanzas will provide a distinctive, unique pedestrian experience that will help make Kent a cultural destination; and

WHEREAS, the City owns several utility boxes in the downtown area as shown on the map attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, no private utility boxes shall be used in the project without the express, written consent of the utility company which owns the box in question; and

WHEREAS, the parties wish to try the Traveling Stanza Art project in downtown Kent for a minimum of two (2) years; and

WHEREAS, the initial cost to the City of Kent will be no more than \$12,000.00.

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

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

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

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

PASSED: 05/20/2016
DATE

MAYOR AND PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2016- 42 was duly enacted this 18 day of
May, 2016, by the Council of the City of Kent, Ohio

CLERK OF COUNCIL

Published by title only in the Record Courier on the 24th day of May, 2016 by Linda M. Jordan, Clerk of Council.

Clerk of Council

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

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

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

WHEREAS, the Traveling Stanza Art Project currently consists of displayed art and poetry that can be read and heard throughout the KSU campus; and

WHEREAS, it is believed that incorporating the stanzas in downtown Kent would add public art elements to the downtown and reinforce town-gown relations; and

WHEREAS, it is believed that applying the stanzas to existing utility boxes would enhance the utilitarian manner of the boxes and would reduce graffiti; and

WHEREAS, adopting the traveling art stanzas will provide a distinctive, unique pedestrian experience that will help make Kent a cultural destination; and

WHEREAS, the City owns several utility boxes in the downtown area as shown on the map attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, no private utility boxes shall be used in the project without the express, written consent of the utility company which owns the box in question; and

WHEREAS, the parties wish to try the Traveling Stanza Art project in downtown Kent for a minimum of two (2) years.

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

- A) The City will initially provide seven (7) utility boxes as indicated on the map attached hereto as Exhibit "A" and made a part hereof, for the purpose of decorating with traveling stanza art.
- B) The City will maintain ownership and control of the utility boxes.
- C) KSU will provide the artwork for the utility boxes and KSU shall own the artwork developed for the project.
- D) Main Street will make application to and pursue approval from the architectural review board for the installations.
- E) The artwork may not be used for other purposes without the express written consent of KSU.
- F) KSU will provide the design, fabrication, hardware and specifications to install the audio components for the artwork.
- G) The City will contribute approximately \$12,000.00 in startup costs for this project. This includes preparing the boxes for application of the artwork, printing the artwork and applying the artwork.
- H) KSU will contribute approximately \$20,000.00 in startup costs for this project.
- I) The project will initially last two (2) years. There will be automatic one year renewals of the project after the initial two (2) years.
- J) Artwork placed upon the utility boxes may be changed by agreement of the parties.
- K) Main Street will provide routine maintenance of the installations, including cleaning, checking/replacing batteries for the audio components and removing graffiti.
- L) If the City elects to remove artwork from the utility boxes prior to the end of the two (2) year period for reasons other than technical problems caused to the public infrastructure, the City shall reimburse KSU's portion of the cost of the artwork for said utility box pro-rated to the length of time the art was not displayed, against the two (2) year initial commitment.
- M) The City can remove artwork after the initial two (2) year period without penalty.
- N) The City will bear the costs of removing the artwork from the utility boxes.
- O) This Agreement may be terminated by any party after the initial two (2) year period, by giving ninety (90) days written notice of the termination to the other parties.
- P) The Agreement will begin on the date that all of the parties have executed this Agreement.

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

KENT STATE UNIVERSITY

By: _____
Its: _____

Date

Address: _____

Approved as to form by:

THE CITY OF KENT, OHIO

By: _____
Its: City Manager
Address: _____

Date

Approved as to form by:

MAIN STREET KENT

By: _____

Its: _____

_____ Date

Address: _____

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

It is hereby certified that the amount of (\$12,000.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the City Treasury or in the process of collection to the credit of 302 Fund free from any obligation or certificates now outstanding.

_____ Date

_____ David Coffee
Budget and Finance Director

Utility Box Art Locations

