



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: June 24, 2016
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *B.S.*
RE: Proposed Rootstown-Kent Joint Economic Development District

At the February 3rd Committee session earlier this year, Council authorized the administration to collaborate with representatives from Rootstown Township on the possibility of establishing a Joint Economic Development District (JEDD). The City and the Township have agreed to the geographic areas that potentially will be encompassed by the district and have finalized the terms for assigning the anticipated income tax proceeds to the various parties included in the agreement.

I am respectfully requesting time at the July 6, 2016 Committee session to discuss the proposed new Joint Economic Development District with Rootstown Township in greater detail with members of Council and to request, with emergency, Council's approval of the Rootstown-Kent Joint Economic Development District agreement.

Please let me know if you need any additional information in order to add this item to the agenda.

Thank you.

Cc: Jim Silver, Law Director
Tom Wilke, Economic Development Director
David Coffee, Budget & Finance Director
Linda Jordan, Clerk of Council

Rootstown-Kent Joint Economic Development District Contract

This Rootstown-Kent Joint Economic Development District Contract ("Contract") is entered into this _____, 20____ by and between Rootstown Township, Portage County, Ohio ("Rootstown") and the City of Kent, Portage County, Ohio ("Kent") (collectively the "Contracting Parties").

Whereas, the Contracting Parties enter into this Contract intending to create and operate a joint economic development district under Ohio R.C. 715.72 - 715.81 for their mutual benefit and for the benefit of their residents and the state of Ohio;

Whereas, the legislative authorities of the Contracting Parties have each authorized and directed the undersigned to enter into this Contract per Rootstown Resolution No. _____ adopted by the Board of Trustees on _____, 20____, and Kent Ordinance No. _____ passed by the City Council on _____, 20____; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Contracting Parties agree and bind themselves, their agents, officials, and employees, and successors as follows:

Section 1. Creation of District; Name. By signing this Contract, the Contracting Parties create a joint economic development district in accordance with the terms and conditions of this Contract, known as the "Rootstown-Kent Joint Economic Development District" (the "District"). The board of directors of the District (the "JEDD Board") may change the name by resolution of the JEDD Board.

Section 2. Contracting Parties. The Contracting Parties (as that term is defined in Ohio R.C. 715.72) to the Contract are Rootstown Township, a township existing and operating under the laws of Ohio, and the City of Kent, a municipal corporation existing and operating under its Charter and the laws of Ohio, and their respective successors, in all or in part. The Contracting Parties do not currently have any separate contracts for utility services.

Section 3. Purpose. The Contracting Parties create and will operate the District with the purpose to facilitate economic development, to create and preserve jobs and employment opportunities within the District, and to improve the economic welfare of the people in this state and the region.

Section 4. Territory of the District. The territorial boundaries of the District are described in attached **Exhibit A**, which is incorporated into this Contract, and includes areas entirely within Rootstown Township, Portage County, Ohio, and does not include any parcel of land (as defined in Ohio R.C. 715.73) that is owned in fee by or is leased to a municipal corporation or township, other than a Contracting Party (see Section 6). The areas include commercial and industrial zoned land and several nonconforming residential parcels of land, which residential parcels are excluded from the District. Therefore, no electors reside in the District and no parcel in the District is zoned for residential use.

Section 5. Addition and Removal of Areas to and from the District; Amendments. The Contracting Parties may amend this Contract (a) to add territory to the District (so long as the area is within Rootstown Township, no electors reside in the area, and any parcel of land within the area is not owned in fee by or leased to a municipal corporation or township (see Ohio R.C. 715.73(C)) per Ohio R.C.

715.761 or (b) to remove territory from the District. An amendment adding or removing area to the District shall be approved by the Contracting Parties. For such amendment to be effective, the legislative actions of the Contracting Parties that amend this Contract must occur and be effective within a period of 90 days of each other. The Contracting Parties shall conduct public hearings on an amendment to add territory, provide notice, and deliver a copy of the amendment to the County commissioners all per Ohio R.C. 715.75. The Contracting Parties shall make available for public inspection a copy of such amendment, a description of the area to be added to the District, and a map of that area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area. After adopting the resolution and ordinance approving the addition of the area, the Contracting Parties shall comply with the process set forth in Ohio R.C. 715.761.

Section 6. JEDD District area. The Contracting Parties intend that the territory in the District will initially consist of both developed and undeveloped commercially or industrially zoned land in two areas generally described as the "General Commercial-Industrial District" (along SR 44 north of I-76 to the Township line) and the "Township Center Business District" (at the intersection of SR 44 and I-76 south to Tallmadge Road). The Contracting Parties further intend that land within Rootstown that is now or in the future commercially or industrially zoned not initially included in the District may be included in the District through amendments to this Contract in accordance with Ohio R.C. 715.761. The Contracting Parties will endeavor to obtain signed petitions from property and business owners within any such area(s) to achieve a majority of each such class of owners sufficient to create the District or, as applicable, add to the District.

Section 7. Term. The initial term of this Contract shall commence on the date of this Contract and shall terminate on December 31, 2066, unless otherwise terminated before such date as provided in this Contract. The effective date of this Contract shall be the 31st day after it is approved by the Contracting Parties, per Ohio R.C. 715.77. This Contract may be renewed and extended without further action of the Contracting Parties for five (5) successive 10-year periods. The Contracting Parties, through their respective legislative authorities, may terminate this Contract by mutual consent, which consent must occur and be effective between the Contracting Parties within a period of 90 days of each other's resolution or ordinance authorizing such termination, unless modified in the Site Agreement (see Section 11).

In addition, either Contracting Party may terminate this Contract if a court of competent jurisdiction determines that (a) this Contract, in its entirety, is invalid as contrary to law, or (b) any income tax authorized under this Contract is invalid as contrary to law or the District lacks the authority to levy, collect, or distribute such income tax under this Contract. Such termination shall be effective on the date of a final order not subject to appeal, and on such termination neither Contracting Party shall have any further obligation under this Contract.

In the process of terminating this Contract (as set forth in this Section 7) but before termination, any real or personal property, assets, or funds of the District and any obligations, debts, or liabilities of the District shall be distributed between the Contracting Parties as follows: to Kent equal to the then applicable percentage in the Table shown in Section 11 below and the balance to Rootstown (note see Section 11, before incurring certain obligations, debts, or liabilities, the JEDD Board is obligated to have first obtained the approval of the Contracting Parties). Before any such distribution, the JEDD Board shall first use any such property, assets, or funds to pay, reduce, or settle any obligations, debts, or liabilities of the District per the terms under which such obligations, debts, or liabilities were originally incurred. Obligations of the District include, but are not limited to, obligations to the Contracting Parties

(either under this Contract or separate agreement) for the provision of money, services, facilities, capital improvements, or other contributions to the District or otherwise. To the extent permitted by law, obligations of the District to the Contracting Parties shall take precedence over other obligations, debts, or liabilities of the District.

Per Ohio R.C. 715.74(D), this Contract shall continue in effect through its term and shall be binding on the Contracting Parties and on any entity succeeding them, whether by annexation, merger, or otherwise, and any portion of the territory of the District that is included within a municipal corporation by annexation, merger, or otherwise after the date of this Contract shall continue to be part of the District and subject to the terms of this Contract and to the income tax provided for in Section 11.

Section 8. Contributions to the District. The Contracting Parties recognize that, for the most part, the areas within the District are adequately served with sanitary sewer, storm sewer, potable water, and privately controlled utilities and, therefore, the Contracting Parties will not need to make an initial contribution for these services, though they agree that if any services, facilities, or improvements are required to develop an area within the District in the future, the Contracting Parties will work together to provide such services. The Contracting Parties shall cooperate with each other, the County, and any utility provider within the District in providing such services on such terms as the Contracting Parties may agree at such time.

Kent Contributions. Per Ohio R.C. 715.74, Kent will (a) administer, collect, and enforce any District income tax (per its Income Tax Ordinance, as amended) and provide the necessary support for such service; and (b) assist the JEDD Board in identifying and applying for grants to benefit the District areas; and (c) assist the JEDD Board in marketing the District areas consistent with the Rootstown Township Zoning Resolution.

Rootstown Contributions. Per Ohio R.C. 715.74, Rootstown will (a) provide enhanced EMS/fire protection to the District areas; (b) provide enhanced zoning and comprehensive planning to the District areas; (c) provide enhanced road and ditch maintenance to the Township Roads within the District areas; (d) provide meeting and adequate office space for and as requested by the JEDD Board; and (e) provide legal, accounting, and clerical support to the JEDD Board as requested. For the term of this Contract, but only so long and to the extent to which the District areas remain unincorporated, Rootstown shall provide at least the same services to the District that it provides to other unincorporated areas of the Township.

Rootstown shall hold all records or documents of the District for safekeeping. Rootstown shall maintain those records and documents as public records and provide copies to the Contracting Parties on request and to others per Ohio R.C. 149.43. Further, Rootstown shall prepare, or cause to be prepared, all documents of Rootstown and of the District relating to the formation of the District including but not limited to this Contract, notices, any forms of Rootstown and District legislation and election proceedings, if necessary.

Joint Contributions. Per Ohio R.C. 715.74 and as requested by the JEDD Board, Kent and Rootstown will explore the need for (a) police protection, (b) contributions for sanitary sewer or water extensions (and additional capacity) within the District areas, (c) financing (revolving loan) for new or existing businesses; (d) local school financial assistance; (e) land banking (purchase) for development; (f) new and existing business marketing and promotion; (g) construction of sidewalks and street lighting; and (h) reduced sewer and water rates. In addition, the Contracting Parties shall cooperate in identifying

and applying for grants and other funding sources for any infrastructure within the District. And the Contracting Parties shall cooperate with the JEDD Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so.

Infrastructure; Financing. Per Ohio R.C. 715.81, Kent may exercise all of the powers of a municipal corporation and perform all of the functions and duties of a municipal corporation within the District and Rootstown may exercise all of the powers of a township and perform all the functions and duties of a township within the District, relating to (a) the acquisition, construction, and improvement of Township roads and other public improvements located in the District and their financing, (b) the levy and collection of special assessments or the establishment of other charges (including tap-in fees) to pay all or a portion of the costs of any facilities and improvements, (c) those powers, functions, and duties provided in Ohio R.C. 5709.40 - 5709.43, and (d) those powers, functions and duties provided in Ohio R.C. Chapter 133 and other sections of the Ohio Revised Code authorizing the financing of capital improvements, which all such exercise and performance shall be deemed to be per and consistent with this Contract.

Financial Contributions. At the request of the JEDD Board, and before the first allocation of Distributable Revenues, the Contracting Parties shall each contribute one-half an aggregate amount not to exceed \$5,000.00 to the District to pay initial administration and other costs generally identified in the request. This initial contribution shall be made within 14 days of receipt of the request of the JEDD Board. The Contracting Parties may, but are not required to, make other financial contributions to the District. Such contributions are not reimbursable.

Costs. Any costs incurred and paid by the Contracting Parties in connection with preparing this Contract or in identifying property owners and businesses within the District, describing the District boundaries, and obtaining signatures on petitions for the creation of the District shall be reimbursed to the respective Contracting Party from those revenues of the District before the initial distribution of Distributable Revenues as set forth in Section 11 of this Contract.

Section 9. Board of Directors. The Board of Directors for the District ("JEDD District") shall be established per Ohio R.C. 715.78 and composed of the following members:

- (a) One member representing Kent, as selected by the Kent mayor with the approval of the Kent council;
- (b) One member representing Rootstown, as selected by the Rootstown board of trustees;
- (c) One member representing the owners of businesses located within the District, as selected by the Kent mayor with the approval of the Kent council;
- (d) One member representing the persons working within the District, as selected by the Rootstown board of trustees;
- (e) One member selected by the members described above.

No member of the JEDD Board shall be affiliated with or a business associate of another member of the JEDD Board. The term "businesses" as used in Section 9(c) above means an entity located within the District who pays or has employees who pay the District income tax. JEDD Board members shall serve without compensation.

Of the members initially appointed to the JEDD Board, the member described in (a) above shall serve a term of one (1) year; the member described in (b) above shall serve a term of two (2) years; the member described in (c) above shall serve a term of three (3) years; and the members described in (d) and (e) above shall serve terms of four (4) years. Thereafter, terms for each member shall be for four (4) years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the JEDD Board, but no member shall serve more than two (2) consecutive terms on the JEDD Board. The member described in (e) above shall serve as chairperson of the JEDD Board.

A member of the JEDD Board may be removed by the appointing party for "cause," which means willfully failing to perform a duty expressly imposed by this Contract or by law regarding his or her office; or willfully performing any act forbidden by law regarding his or her office; or failing to achieve the faithful, efficient, and intelligent administration of his or her duties of office as required by this Contract or by law; or engaging in conduct unbecoming to such office. Removal shall be effective on receipt of written notice of removal and the reasons therefore by the JEDD Board member being removed.

The JEDD Board shall elect the following officers from among its members, who along with the chairperson, shall constitute the officers of the JEDD Board: a vice chairperson; a secretary; and a treasurer. The officers shall be elected at the first meeting of the JEDD Board and thereafter every year for a one-year term and shall serve until their respective successors take office. The JEDD Board shall establish a procedure for conducting those elections. The officers shall perform such duties as provided in this Contract, the Bylaws, and such additional duties as may be provided from time to time by the JEDD Board.

Section 10. Powers, Duties, Functions of the JEDD Board. The JEDD Board shall meet at least once each calendar quarter on a date determined by the JEDD Board, provided that the first meeting shall be within 30 days after this Contract becomes effective, on a date agreed to by the Contracting Parties. The JEDD Board shall adopt Bylaws for the regulation of the affairs of the JEDD board and the conduct of the business of the JEDD Board consistent with this Contract and in substantially the form attached as **Exhibit B**, and the Bylaws may be amended or supplemented from time to time by the JEDD Board with the approval of the Contracting Parties.

The JEDD Board shall establish a mailing address and shall hold its meetings at the location provided by Rootstown unless otherwise determined by the JEDD Board from time to time. For the purpose of conducting a JEDD Board meeting, the attendance of at least four (4) members shall be required and shall constitute a quorum; provided that if the JEDD Board is composed of less than five (5) members, at least three (3) of those members shall constitute a quorum. The JEDD Board shall act through written resolutions adopted by it and comply with Ohio R.C. 121.22. A resolution must receive the affirmative vote of at least four (4) members of the JEDD Board to be adopted; provided that if the JEDD Board is composed of less than five (5) members, a resolution must receive the affirmative vote of at least three (3) members to be adopted. A resolution adopted by the JEDD Board shall be immediately effective unless otherwise provided in that resolution or by Ohio R.C. 715.72 - 715.83.

The chairperson shall preside over and conduct the meetings of the JEDD Board in accordance with the Bylaws or other procedures adopted by the JEDD Board. The chairperson may call special meetings of the JEDD Board by giving notice of such meetings, as provided in the Bylaws. Any three (3) members of the JEDD Board may also call a special meeting by providing the same

notice. The vice chairperson shall act as chairperson in the temporary absence, incapacity, resignation, or removal of the chairperson. The secretary shall be the records officer of the JEDD Board and shall have those duties as set forth in the Bylaws. The treasurer shall be the fiscal officer of the JEDD Board and shall have those duties as set forth in the Bylaws. The Bylaws shall designate those officers who may sign documents on behalf of the JEDD Board and those officers who are required to obtain a fiduciary bond in connection with their duties to the District.

The JEDD Board shall obtain an EIN and adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of Kent. The budget shall estimate the revenues of the District and expenses of the District. The JEDD Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption. The JEDD Board shall establish an appropriations procedure to provide for payment of the expenses of the District and the distribution of income tax revenues (Distributable Revenues) per and consistent with this Contract.

The JEDD Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District per the purposes of this Contract and the funds appropriated or available for such actions or programs, and in doing so the JEDD Board may:

(1) Take such actions and do all acts and things necessary or convenient to carry out the powers granted in this Contract and Ohio R.C. 715.72 - 715.82.

(2) Purchase, receive, hold, lease, or otherwise acquire and sell, convey, transfer, lease, sublease or otherwise dispose of real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof including, but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

(3) Acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease, or rent to others, lease or rent from others, or operate facilities for the District;

(4) Make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;

(5) Apply to the proper authorities of the United States per appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate, and maintain such foreign trade zones;

(6) Establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the Contracting Parties, and such bank accounts as appropriate in its name (and under its EIN) to deposit and manage the Distributable Revenues allocated to the JEDD Board under this Contract;

(7) Promote, advertise, and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, Rootstown, Kent, Portage County, and the State of Ohio;

(8) Make and enter into all contracts and agreements and authorize one or more officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

(9) Employ employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys, and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the JEDD Board;

(10) Receive and accept from any federal agency, state agency, or other person grants for or in aid of the construction, maintenance, or operation of any District facility, for research and development

regarding District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor, or other things of value, to be filed, used and applied only for the purposes for which such grants, aid, or contributions are made; and

(11) Purchase fire and extended coverage and liability insurance for any District facility and for the office of the JEDD Board (if other than an office provided by Rootstown), insurance protecting the District and the JEDD Board, officers, and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the JEDD Board may determine to be reasonably necessary.

However, before incurring any obligation, debt, or liability (a) relative to the acquisition or improvement of real property within the District exceeding \$100,000.00 per transaction, (b) relative to any other transaction, except employment, exceeding \$25,000.00, or (c) relative to the hiring of any employee exceeding \$10,000.00, the JEDD Board shall first obtain the approval of the Contracting Parties. Further, the JEDD Board shall have no other powers beyond those enumerated in this Contract unless, before the exercise of any such powers, the Contracting Parties have approved such additional powers.

Section 11. Income Tax. In addition to the above authority, the JEDD Board is authorized to adopt a resolution to (a) levy an income tax at the rate of 2.00% on the income of individuals and net profits of businesses within the District except as otherwise provided in this Section 11 and the Kent Income Tax Ordinance (such resolution shall go into effect 60 days after adoption); and (b) arrange with Kent to administer, collect, and enforce the income tax on behalf of the District, provided that Kent may assign or subcontract such duty to another agency to perform those functions for the District, per the Kent Income Tax Ordinance, Chapter 187.

From the District income tax collected, the JEDD Board shall (a) annually set aside an amount equal to not less than one-half of one percent (0.5%) of the income tax collected (that is, all amounts collected from the levy of the District income tax each year), not to exceed \$5,000.00, for long-term maintenance and administration of the District, as determined by the JEDD Board; (b) on the first distribution only, pay Kent, as tax administrator, the start-up costs associated with the District income tax administration, collection, and enforcement in an amount not to exceed \$3,000.00 and reimburse the Contracting Parties for the start-up costs they respectively incurred as described in Section 8, Costs; and (c) distribute the net income tax collected ("Distributable Revenues") quarterly as follows:

- Beginning on the effective date of the District income tax and for a period of five (5) years thereafter, the JEDD Board shall allocate and pay the Distributable Revenues as follows:

59.5% to Rootstown; to Kent per the Table below; and 30.0% to the JEDD Board.

The Distributable Revenues are to be used by Rootstown and Kent to meet their respective and joint contributions to the District as set forth in Section 8, and along with the JEDD Board, to encourage and promote economic development in the District, including but not limited to maintaining and improving the infrastructure and facilities of the District, providing safety and health services within the District, providing urban and economic development planning, engineering, counseling, consulting, marketing, and financing services for the District, and generally improving the environment for those working and residing in the District and in the area, and for all other purposes as permitted by law and as to the Contracting Parties set

forth in Section 8. In addition, the JEDD Board shall establish a plan to assist Rootstown-area elementary, secondary, or high school schools in funding approved academic-related programs by providing limited grant money each year and a plan to promote and encourage private, commercial development within the District and to provide the infrastructure and facilities necessary for such development. Before implementing, such plans shall be approved by the Contracting Parties.

However, if within such 5-year period the Rootstown School District passes a bond levy to fund the construction of new school facilities (K-12) outside the District area (“Bond Levy”) and the Contracting Parties and the Rootstown School District enter into an agreement to make the existing school site at 4140 SR 44 (PPN 32-021-10-00-024), as shown in attached **Exhibit C**, available for private, commercial development (“Site Agreement”), then the JEDD Board shall allocate and pay the Distributable Revenues as follows:

Beginning in the first calendar year after the passage of the Bond Levy and in each calendar year thereafter until the Bond Levy expires:

14.5% to Rootstown; to Kent per the Table below; 75.0% to JEDD Board

From the Distributable Revenue allocated to it, the JEDD Board shall deposit \$700,000.00 or 95.0%, whichever amount is less, into a construction account each calendar year until the Bond Levy expires. The funds deposited into the construction account shall be held and paid out to the Rootstown School District under the terms and conditions established by the JEDD Board, which shall include amending the District area to include the area in and around the new school facilities zoned for commercial or industrial use, and approved by the Contracting Parties. If after making the deposit into the construction account the balance held by the JEDD Board from the Distributable Revenues allocated to it in that calendar year exceeds the sum of \$50,000.00, the JEDD Board shall within 30 days reallocate one half (1/2) of such amount to Rootstown, which money shall be used by Rootstown to meet its contributions to the District as set forth in Section 8.

The Site Agreement shall include a commitment by the Contracting Parties to not voluntarily terminate this Contract or decrease the District income tax while the Bond Levy is pending; however, such commitment shall not give the Rootstown School District an interest in this Contract or obligate the Contracting Parties or JEDD Board to any funding other than as set forth in this Contract. The annual deposit by the JEDD Board to the Rootstown School District contemplated under this Contract shall cease when the Bond Levy expires.

- If for any reason the Rootstown School District does not pass the Bond Levy or fails to enter into the Site Agreement within such 5-year period (or if such conditions are satisfied, in the first calendar year after the Bond Levy expires), then, at the end of such period, the JEDD Board shall allocate and pay the Distributable Revenues as follows:

45.0% to Rootstown; to Kent per the Table below; and 43.5% to the JEDD Board.

The Distributable Revenues are to be used by Rootstown and Kent to meet their respective and joint contributions to the District as set forth in Section 8 and, along with the JEDD Board, to encourage and promote economic development in the District, including but not

limited to maintaining and improving the infrastructure and facilities of the District, providing safety and health services within the District, providing urban and economic development planning, engineering, counseling, consulting, marketing, and financing services for the District, and generally improving the environment for those working and residing in the District and in the area, and for all other purposes as permitted by law and as to the Contracting Parties set forth in Section 8. In addition, the JEDD Board shall establish a plan to assist Rootstown-area elementary, secondary, or high school schools in funding approved academic-related programs and building maintenance and capital improvement-related programs by providing limited grant money each year and a plan to promote and encourage private commercial development within the District and to provide the infrastructure and facilities necessary for such development. Before implementing, such plans shall be approved by the Contracting Parties.

The income tax levied by the JEDD Board per this Contract and Ohio R.C. 715.74 shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger, or incorporation.

Table

The Distributable Revenue to Kent shall be as follows:

Initial distribution to 5-year anniversary of effective date of District income tax:	5-year anniversary of effective date of District income tax to 10-year anniversary date of effective date of District income tax:	10-year anniversary of effective date of District income tax until modified by the Contracting Parties:
10%	11%	12%

Provided that at no time during the term of this Contract shall the Distributable Revenues to Kent be less than \$75,000.00 annually unless the Distributable Revenues to Rootstown in that year are less than the Distributable Revenues to Kent, then in such year the Distributable Revenues to Kent will be decreased to equal the Distributable Revenues to Rootstown (if necessary, the Distributable Revenues to the JEDD Board will be adjusted to satisfy this requirement).

Exemption from Income Tax; Credit. No District income tax shall be levied against those individuals (a) who reside but do not work within the District, (b) who work within the District but are under the age of 18 years old, (c) who reside within the District and work as a sole proprietor out of such residence, and (d) who are otherwise exempt under the Kent Income Tax Ordinance. Further, to the extent permitted by law, those individuals subject to the District income tax who work within the District but are otherwise not subject to a municipal income tax and have a gross annual income under the Federal Poverty Level (FPL) for individuals may apply to the JEDD Board for a credit from the District income tax under rules adopted and program administered by the JEDD Board. Annually, the JEDD Board shall provide the Kent tax administrator with a list of those individuals eligible for such credit. The collective amount of such credit shall be paid by the JEDD Board.

Finally, all unencumbered funds of the JEDD Board shall at no time exceed \$1,500,000.00 unless otherwise authorized by the Contracting Parties and any excess shall be distributed as Distributable Revenues to Kent based on the then applicable percentage in the Table shown in this Section 11 above and the balance to Rootstown in addition to their respective quarterly percentages.

Section 12. Annexation. Per Ohio R.C. 715.79(B), Kent shall not annex any territory from within the District or support any petition for annexation of any property in Rootstown Township during the term of this Contract without the consent of Rootstown.

Section 13. Zoning; Planning; Building Standards. Rootstown shall be the zoning and planning authority for the District. Portage County shall be the building permit issuing and enforcing authority for the District. The provisions of this Section 13 constitute an agreement by the Contracting Parties per Ohio R.C. 715.80, provided that the Contracting Parties may enter into other agreements per Ohio R.C. 715.80.

Section 14. Defaults and Remedies; Mediation. A failure to comply with the terms of this Contract shall constitute a default. The Contracting Party in default shall have 60 days after receiving written notice from the other Contracting Party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting Contracting Party may sue the defaulting Contracting Party for specific performance under this Contract or for actual damages or both. Other than as provided in Section 7, this Contract may not be canceled or terminated because of a default unless Rootstown and Kent agree to such cancellation or termination.

If the Contracting Parties have a dispute under this Contract whether related to breach of or default under this Contract by a Contracting Party or otherwise, and prior to filing any litigation in connection with such dispute, the Contracting Parties and the JEDD Board shall participate in non-binding mediation ("Mediation") for a period of 90 days (or more if so determined by the Contracting Parties and the JEDD Board). The Mediation shall be conducted by the Portage County Probate Judge or his or her attorney designee per such mediation procedures established by the Portage County Probate Judge or his or her attorney designee.

Section 15. Binding Effect; No Third-Party Beneficiaries; Mandamus. This Contract shall inure to the benefit of and shall be binding on the District, Rootstown, and Kent and their respective permitted successors, subject, however, to its specific provisions. This Contract shall not inure to the benefit of anyone other than the District and the Contracting Parties and their respective permitted successors. All of the obligations and duties of the JEDD Board, Rootstown, and Kent under this Contract are established as duties specifically enjoined by law and resulting from an office, trust, or station on the JEDD Board, Rootstown, and Kent within the meaning of Ohio R.C. 2731.01.

Section 16. Support of Contract. The Contracting Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District, including, but not limited to, promoting the approval by the electors of Rootstown of the resolution authorizing this Contract, if necessary. In the event that this Contract or any of its terms, conditions or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Contract with the objective of upholding this Contract. The Contracting Parties shall each bear its own costs in any such proceeding challenging this Contract or any term, condition, or provision thereof, provided that the JEDD Board shall reimburse the Contracting Parties for such costs to the extent funds of the District are available and appropriated therefor. In the event that District funds are not available and appropriated therefor, the costs of any such proceeding shall be allocated among the

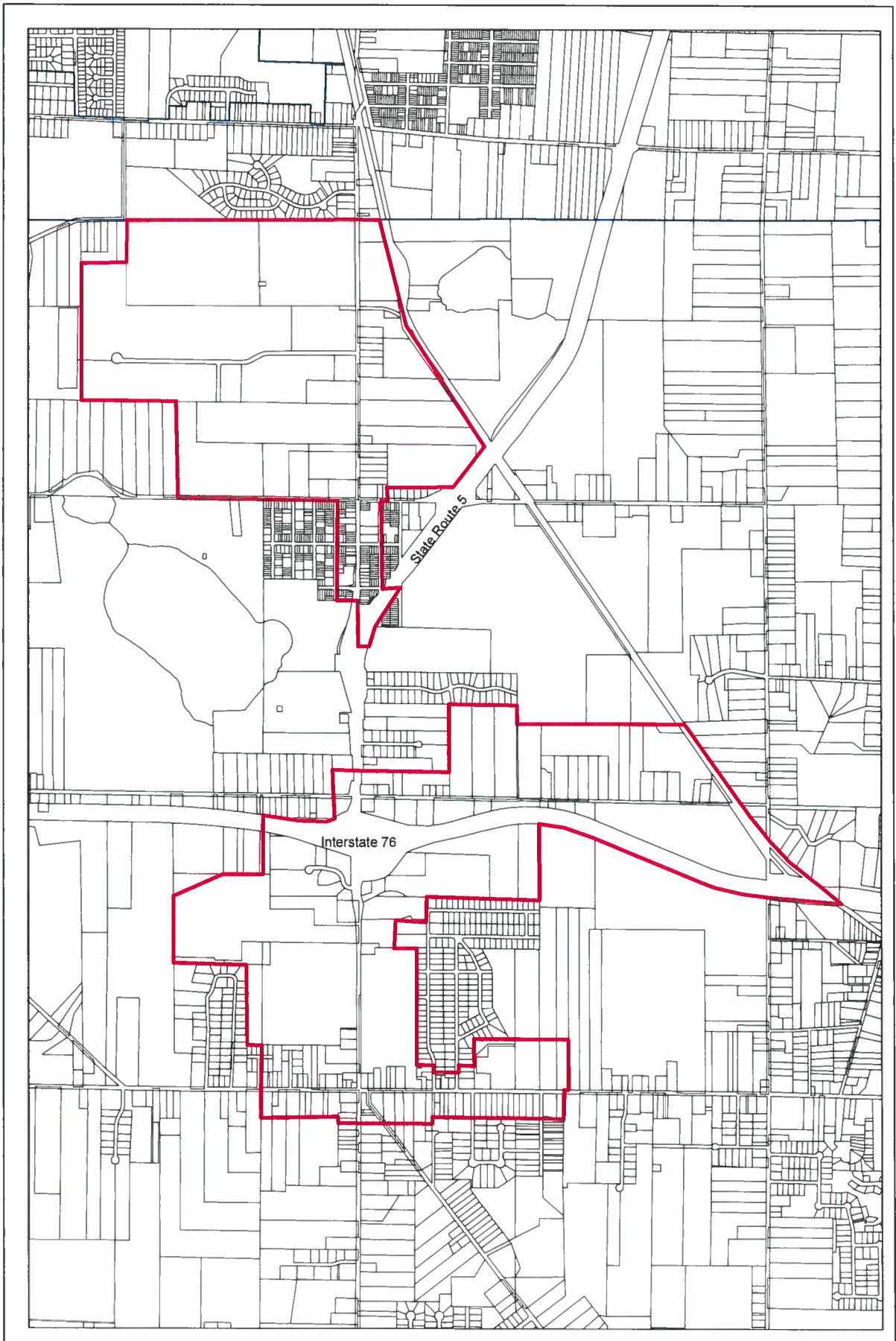
Contracting Parties as follows: to Kent based on the then applicable percentage in the Table shown in Section 11 above and the balance to Rootstown.

Section 17. Signing Other Documents. The Contracting Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely manner, all other necessary instruments and documents, and to take any and all actions, in order to effectuate the purposes of this Contract.

Section 18. Severability. In the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation, or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason (a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein, (b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and (c) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular Ohio R.C. 715.72 - 715.83. In the event that Ohio R.C. 715.72 - 715.83 are amended or supplemented by the enactment of a new section or sections of the Ohio Revised Code relating to joint economic development districts, the Contracting Parties may agree at the time to follow either the provisions of Ohio R.C. 715.72 - 715.83 existing on the date of this Contract or the provisions of those sections as amended or supplemented, to the extent permitted by law. Nothing in this Contract shall limit the ability of the District, Kent, or Rootstown to aggregate to acquire preferential rates for cable, telephone, gas, electric, or other utility services for the District.

Section 20. Miscellaneous. The captions and headings are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections in this Contract. When using the phrase "to the extent permitted by law," the "law" means statutes of the State as interpreted by the courts of the State or the federal courts.



Rootstown - Kent Potential JEDD





CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

TO: Dave Ruller, City Manager
FROM: David A. Coffee, Director of Budget and Finance
DATE: June 9, 2016
SUBJECT: 2017 Tax Budget and Public Hearing

The 2017 Tax Budget has been prepared and is submitted as attached for public hearing, along with the request for City Council approval and adoption. The Tax Budget is required to be submitted and adopted annually for each political subdivision in accordance with Ohio Revised Code, Section 5705, by July 15th and subsequently must be filed with the County Auditor by July 20th each year. Failure to do so shall result in the loss of the local government fund allocation, estimated to be in excess of \$0.71 million for fiscal year 2017. The requested Council approval does not appropriate any City of Kent funds for expenditure in the 2017 Fiscal Year.

Tax Budgets are reviewed by County Budget Commissions to certify the amount of monies to be collected from property taxes and levies based upon demonstrated needs. The political subdivisions in Portage County have voted to adopt an alternative formula for the distribution of Local Government Funds (LGF) which is likewise certified by the Budget Commission.

While preparation of the annual Tax Budget for the City of Kent is largely a procedural formality, it also serves as the first official step in our Capital and Operating Budget processes. Although the required format and presentation of Tax Budget numbers differs considerably from our Annual Budget, they both start with the same basic data and assumptions. The numbers in the Tax Budget reflect department requests that are consistent with our directive to hold Operating and Maintenance expenses to a zero increase compared to the 2016 budget, unless there is a substantiated and compelling reason for variance. Overall, the underlying O&M expense lines contributing to this year's Tax Budget remain comparable to the current budget level, however the Tax Budget format combines our annual budget's O&M, Capital, Debt Service, and Contingency categories into a single "Other" column.

Other format and presentation differences make direct comparisons between budget documents difficult and subject to misrepresentation. Overall we continue to apply conservative budget preparation principals. Our revenue projections reflect mixed current trends based upon source categories, but with a combined gradual increase overall. Income tax collections are projected to continue a healthy but less robust positive trend in 2017. Expenses in Personnel Services have been budgeted to reflect actual expenses plus a contracted average increase of 3.25% for most positions with some adjustments for special payouts related to retirements and sell backs of earned time. Additionally, it should be noted that Tax Budget numbers reflect initial departmental requests for the most part. Further budget review and refinement will occur as departmental budget hearings take place and the annual budget process continues preceding presentation in the Fall to City Council for approval and final adoption.

REVISED /88
 Prepare in Triplicate
 On or before July 20th, two copies of this Budget
 must be submitted to the County Auditor

CITY OF KENT, PORTAGE COUNTY, OHIO

June 22, 2016

This Budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 19th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Auditor of said County:
 The following Budget for the budget year beginning January 1, 2017, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed: _____
 David A. Coffee
 Title: Director of Budget and Finance

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION,
 AND COUNTY AUDITOR'S ESTIMATED RATES

For Municipal Use FUND (Include only those funds which are requesting general property tax revenue)	BUDGET YEAR AMOUNT REQUESTED OF BUDGET COMMISSION INSIDE/OUTSIDE Column 1	For Budget Commission Use			For County Auditor Use	
		BUDGET YEAR AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION Column 2	BUDGET YEAR AMOUNT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION Column 3	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED		
				INSIDE 10 M. LIMIT BUDGET YEAR 4	OUTSIDE 10 M. LIMIT BUDGET YEAR 5	
GOVERNMENTAL FUNDS	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	
GENERAL FUND, 001	\$1,609,778					
WESTSIDE FIRE, 101	\$249,744					
RECREATION, 106	\$1,149,289					
POLICE PENSION, 132	\$110,939					
FIRE PENSION, 133	\$110,939					
PROPRIETARY FUNDS	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	
FIDUCIARY FUNDS	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	
TOTAL ALL FUNDS	\$3,230,689					

FUND NAME: GENERAL FUND

EXHIBIT I

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

This Exhibit is to be used for the General Fund Only

DESCRIPTION	FOR 2014	FOR 2015	CURRENT YEAR	BUDGET YEAR
(1)	ACTUAL	ACTUAL	ESTIMATED FOR 2016	ESTIMATED FOR 2017
(1)	(2)	(3)	(4)	(5)
REVENUES				
Local Taxes				
General Property Tax - Real Estate	1,395,953.00	1,398,295.00	1,390,000.00	1,444,778.00
Tangible Personal Property Tax	4,675.00	3,027.00	6,400.00	5,000.00
Other Local Taxes	368,323.00	406,843.00	400,000.00	400,000.00
Total Local Taxes	1,768,951.00	1,808,165.00	1,796,400.00	1,849,778.00
State Shared Taxes and Permits				
Local Government	658,365.00	720,121.00	710,000.00	710,000.00
Estate Tax	1,020.00	104,600.00	0.00	0.00
Cigarette Tax	1,172.00	1,099.00	1,000.00	1,000.00
TPP (CAT) Tax Reimb	0.00	0.00	0.00	0.00
Liquor and Beer Permits	56,157.00	38,575.00	38,000.00	38,000.00
Property Tax Allocation	154,955.00	155,796.00	162,831.00	160,000.00
Brimfield JEDD	57,466.00	59,104.00	57,000.00	57,000.00
Franklin JEDD	502,278.00	453,272.00	475,000.00	475,000.00
Other State Shared Taxes and Permits	82,464.00	64,801.00	64,000.00	64,000.00
Total State Shared Taxes and Permits	1,513,877.00	1,597,368.00	1,507,831.00	1,505,000.00
Intergovernmental Revenues				
Federal Grants or Aid	11,143.00	45,684.00	0.00	0.00
State Grants or Aid	55,420.00	58,897.00	55,000.00	55,000.00
Other Grants or Aid	0.00	0.00	0.00	0.00
Total Intergovernmental Revenues	66,563.00	104,581.00	55,000.00	55,000.00
Special Assessments	0.00	0.00	0.00	0.00
Charges for Services	1,280,345.00	1,479,829.00	1,350,000.00	1,350,000.00
Interest Income	139,767.00	288,263.00	300,000.00	300,000.00
Fines & Forfeits	195,893.00	261,055.00	200,000.00	200,000.00
Fees, Licenses, and Permits	151,876.00	267,194.00	175,000.00	175,000.00
Miscellaneous	167,442.00	2,563,378.00	150,000.00	150,000.00
Other Financing Sources:				
Transfers	1,600,000.00	2,600,000.00	2,775,000.00	2,950,000.00
Advances	1,020,000.00	1,055,573.00	106,000.00	106,000.00
Total Other Financing Sources	2,620,000.00	3,655,573.00	2,881,000.00	3,056,000.00
TOTAL REVENUE	7,904,714.00	12,025,406.00	8,415,231.00	8,640,778.00

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL
 This Exhibit is to be used for the General Fund Only

EXHIBIT I

DESCRIPTION	FOR 2014	FOR 2015	CURRENT YEAR	BUDGET YEAR
(1)	ACTUAL	ACTUAL	ESTIMATED FOR 2016	ESTIMATED FOR 2017
	(2)	(3)	(4)	(5)
EXPENDITURES				
Security of Persons and Property				
Personal Services	0.00	0.00	0.00	0.00
Travel Transportation	0.00	0.00	0.00	0.00
Contractual Services	18,781.00	0.00	0.00	0.00
Supplies and Materials	4,242.00	0.00	0.00	0.00
Capital Outlay	0.00	0.00	0.00	0.00
Total Security of Persons and Property	23,023.00	0.00	0.00	0.00
Public Health Services				
Personal Services	217,682.00	284,379.00	303,850.27	314,485.02
Travel Transportation	8,999.00	4,936.00	5,034.72	5,135.41
Contractual Services	86,391.00	95,133.00	97,035.66	98,976.37
Supplies and Materials	12,443.00	14,792.00	15,087.84	15,389.60
Capital Outlay	0.00	0.00	0.00	0.00
Total Public Health Services	325,515.00	399,240.00	421,008.49	433,986.41
Total Leisure Time Activities	0.00	0.00	0.00	0.00
Community Environment				
Personal Services	624,428.00	771,218.00	798,210.63	826,148.00
Travel Transportation	7,952.00	5,745.00	5,859.90	5,977.10
Contractual Services	753,629.00	569,117.00	580,499.34	592,109.33
Supplies and Materials	3,782.00	4,865.00	4,962.30	5,061.55
Capital Outlay	0.00	0.00	0.00	0.00
Total Community Environment	1,389,791.00	1,350,945.00	1,389,532.17	1,429,295.97
Total Basic Utility Services	0.00	0.00	0.00	0.00
Transportation				
General Government				
Personal Services	1,145,266.00	1,266,769.00	1,311,105.92	1,356,994.62
Travel Transportation	47,714.00	8,547.00	8,717.94	8,892.30
Contractual Services/Misc.	1,297,896.00	1,583,035.00	1,614,695.70	1,646,989.61
Supplies and Materials	179,237.00	36,550.00	37,281.00	38,026.62
Capital Outlay	0.00	9,651.00	15,000.00	15,000.00
Total General Government	2,670,113.00	2,904,552.00	2,986,800.56	3,065,903.15
Other Uses of Funds				
Transfers	3,000,000.00	5,560,078.00	4,300,000.00	4,500,000.00
Advances	1,000,000.00	200,000.00	0.00	0.00
Other Uses of Funds	3,726.97	0.00	0.00	0.00
Total Other Uses of Funds	4,003,726.97	5,760,078.00	4,300,000.00	4,500,000.00
TOTAL EXPENDITURES	8,412,168.97	10,414,815.00	9,097,341.21	9,429,185.54
Revenues over/(under) Expenditures	(507,454.97)	1,610,591.00	(682,110.21)	(788,407.54)
Prepaid Expenses	0.00	0.00	0.00	0.00
Beginning Unencumbered Balance*	4,766,857.86	4,259,402.89	5,869,993.89	5,187,883.68
Ending Cash Fund Balance	4,259,402.89	5,869,993.89	5,187,883.68	4,399,476.14
Estimated Encumbrances (outstanding at year end)	372,328.82	0.00	0.00	0.00
Estimated Ending Unencumbered Fund Balance	3,887,074.07	5,869,993.89	5,187,883.68	4,399,476.14

* USE CASH BALANCE

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

To be used for any fund receiving property tax revenue except the General Fund.

Reproduce as needed

DESCRIPTION	FOR 2014 ACTUAL	FOR 2015 ACTUAL	CURRENT YEAR ESTIMATED FOR 2016	BUDGET YEAR ESTIMATED FOR 2017
(1)	(2)	(3)	(4)	(5)
REVENUE	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Local Taxes				
General Property Tax - Real Estate	224,420.00	224,710.00	219,202.00	223,044.00
Tangible Personal Property Tax	746.00	521.00	800.00	700.00
Total Local Taxes	225,166.00	225,231.00	220,002.00	223,744.00
State Shared Taxes and Permits				
Property Tax Allocation	25,254.00	25,138.00	28,261.00	26,000.00
CAT Tax	0.00	0.00	0.00	0.00
Total Shared Taxes and Permits	25,254.00	25,138.00	28,261.00	26,000.00
Miscellaneous	0.00	15.00	0.00	0.00
TOTAL REVENUE	250,420.00	250,384.00	248,263.00	249,744.00
EXPENDITURES	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
(Identify each program and object code at the same level shown on Exhibit I)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
(PROGRAM) (OBJECT)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Security of Persons and Property				
Personal Services	229,571.00	230,544.00	238,613.04	246,964.50
Contractual Services	19,813.00	20,532.00	20,942.64	21,361.49
Supplies and Materials	630.46	225.00	643.07	655.93
Capital Outlay	0.00	0.00	0.00	0.00
Total Security of Persons and Property	250,014.46	251,301.00	260,198.75	268,981.92
TOTAL EXPENDITURES	250,014.46	251,301.00	260,198.75	268,981.92
Revenues Over (Under) Expenditures	405.54	(917.00)	(11,935.75)	(19,237.92)
Beginning Unencumbered Fund Balance (Use actual cash balance in Col. 2 and 3)	95,186.27	95,591.81	94,674.81	82,739.06
Ending Cash Fund Balance	95,591.81	94,674.81	82,739.06	63,501.14
Estimated Encumbrances (outstanding at end of year)	1,728.14	0.00	0.00	0.00
Estimated Ending Unencumbered Fund Balance	93,863.67	94,674.81	82,739.06	63,501.14

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

Reproduce as needed

To be used for any fund receiving property tax revenue except the General Fund.

DESCRIPTION	FOR 2014 ACTUAL	FOR 2015 ACTUAL	CURRENT YEAR ESTIMATED FOR 2016	BUDGET YEAR ESTIMATED FOR 2017
(1)	(2)	(3)	(4)	(5)
REVENUE	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Local Taxes				
General Property Tax - Real Estate	1,034,184.00	1,035,571.00	1,022,298.00	1,030,289.00
Tangible Personal Property Tax	3,418.00	2,252.00	3,000.00	3,000.00
Total Local Taxes	1,037,602.00	1,037,823.00	1,025,298.00	1,033,289.00
State Shared Taxes and Permits				
Property Tax Allocation	114,816.00	113,668.00	117,095.00	116,000.00
CAT Tax	0.00	0.00	0.00	0.00
Total Shared Taxes and Permits	114,816.00	113,668.00	117,095.00	116,000.00
Intergovernmental Grants & Contracts	380,751.00	35,059.00	7,000.00	700,000.00
Fees, Licenses & Permits	98,736.00	114,408.00	1,200.00	1,200.00
Charges for Services	618,179.00	651,019.00	655,000.00	704,000.00
Miscellaneous/Transfer and Advance In	58,719.91	608,643.00	40,000.00	40,000.00
TOTAL REVENUE	2,308,803.91	2,560,620.00	1,845,593.00	2,594,489.00
EXPENDITURES	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
(Identify each program and object code at the same level shown on Exhibit I) (PROGRAM) (OBJECT)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Leisure Time Activities				
Personal Services	1,073,942.00	1,158,396.00	1,218,666.86	1,283,373.53
Travel and Transportation	27,152.00	15,510.00	15,820.20	15,820.20
Contractual Services	318,032.00	352,310.00	372,556.20	386,256.20
Supplies and Materials	159,989.00	162,469.00	165,718.38	165,718.38
Refunds	0.00	0.00	0.00	0.00
Capital Outlay	658,619.00	667,970.00	270,000.00	1,112,000.00
Total Leisure Time Activities	2,237,734.00	2,356,655.00	2,042,761.64	2,963,168.31
Repayment of Advance	20,000.00	235,000.00	50,000.00	50,000.00
TOTAL EXPENDITURES	2,257,734.00	2,591,655.00	2,092,761.64	3,013,168.31
Revenues Over (Under) Expenditures	51,069.91	(31,035.00)	(247,168.64)	(418,679.31)
Beginning Unencumbered Fund Balance (Use actual cash balance in Col. 2 and 3)	866,687.45	917,757.36	886,722.36	426,931.75
Ending Cash Fund Balance	917,757.36	886,722.36	639,553.72	8,252.44
Estimated Encumbrances (outstanding at end of year)	160,728.49	0.00	212,621.97	0.00
Estimated Ending Unencumbered Fund Balance	757,028.87	886,722.36	426,931.75	8,252.44

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

Reproduce as needed

To be used for any fund receiving property tax revenue except the General Fund.

DESCRIPTION (1)	FOR 2014 ACTUAL (2)	FOR 2015 ACTUAL (3)	CURRENT YEAR ESTIMATED FOR 2016 (4)	BUDGET YEAR ESTIMATED FOR 2017 (5)
REVENUE	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Local Taxes				
General Property Tax - Real Estate	95,745.00	95,592.00	92,869.00	98,614.00
Tangible Personal Property Tax	2,889.00	1,505.00	1,800.00	1,800.00
Total Local Taxes	98,634.00	97,097.00	94,669.00	100,414.00
State Shared Taxes and Permits				
Property Tax Allocation	10,509.38	9,887.00	10,525.00	10,525.00
CAT Tax	0.00	0.00	0.00	0.00
Total Shared Taxes and Permits	10,509.38	9,887.00	10,525.00	10,525.00
TOTAL REVENUE	109,143.38	106,984.00	105,194.00	110,939.00
EXPENDITURES	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
(Identify each program and object code at the same level shown on Exhibit I)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
(PROGRAM) (OBJECT)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Security of Persons and Property				
Personal Services	102,000.00	102,000.00	110,000.00	110,000.00
Contractual Services	0.00	0.00	0.00	0.00
Supplies and Materials	0.00	0.00	0.00	0.00
Capital Outlay	0.00	0.00	0.00	0.00
Total Security of Persons and Property	102,000.00	102,000.00	110,000.00	110,000.00
TOTAL EXPENDITURES	102,000.00	102,000.00	110,000.00	110,000.00
Revenues Over (Under) Expenditures	7,143.38	4,984.00	(4,806.00)	939.00
Beginning Unencumbered Fund Balance (Use actual cash balance in Col. 2 and 3)	5,034.02	12,177.40	17,161.40	12,355.40
Ending Cash Fund Balance	12,177.40	17,161.40	12,355.40	13,294.40
Estimated Encumbrances (outstanding at end of year)	0.00	0.00	0.00	0.00
Estimated Ending Unencumbered Fund Balance	12,177.40	17,161.40	12,355.40	13,294.40

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

Reproduce as needed

To be used for any fund receiving property tax revenue except the General Fund.

DESCRIPTION	FOR 2014 ACTUAL	FOR 2015 ACTUAL	CURRENT YEAR ESTIMATED FOR 2016	BUDGET YEAR ESTIMATED FOR 2017
(1)	(2)	(3)	(4)	(5)
REVENUE	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Local Taxes				
General Property Tax - Real Estate	95,744.00	95,592.00	92,869.00	98,614.00
Tangible Personal Property Tax	2,889.00	1,505.00	1,800.00	1,800.00
Total Local Taxes	98,633.00	97,097.00	94,669.00	100,414.00
State Shared Taxes and Permits				
Property Tax Allocation	10,509.95	9,887.00	10,525.00	10,525.00
CAT Tax	0.00	0.00	0.00	0.00
Total Shared Taxes and Permits	10,509.95	9,887.00	10,525.00	10,525.00
TOTAL REVENUE	109,142.95	106,984.00	105,194.00	110,939.00
EXPENDITURES	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
(Identify each program and object code at the same level shown on Exhibit I)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
(PROGRAM) (OBJECT)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Security of Persons and Property				
Personal Services	102,000.00	102,000.00	110,000.00	110,000.00
Contractual Services	0.00	0.00	0.00	0.00
Supplies and Materials	0.00	0.00	0.00	0.00
Capital Outlay	0.00	0.00	0.00	0.00
Total Security of Persons and Property	102,000.00	102,000.00	110,000.00	110,000.00
TOTAL EXPENDITURES	102,000.00	102,000.00	110,000.00	110,000.00
Revenues Over (Under) Expenditures	7,142.95	4,984.00	(4,806.00)	939.00
Beginning Unencumbered Fund Balance (Use actual cash balance in Col. 2 and 3)	5,038.29	12,181.24	17,165.24	12,359.24
Ending Cash Fund Balance	12,181.24	17,165.24	12,359.24	13,298.24
Estimated Encumbrances (outstanding at end of year)	0.00	0.00	0.00	0.00
Estimated Ending Unencumbered Fund Balance	12,181.24	17,165.24	12,359.24	13,298.24

STATEMENT OF PERMANENT IMPROVEMENTS
(Do not include expense to be paid from bond issues)
(Section 5705.29. Revised Code)

EXHIBIT IV

Description	Estimated Cost of Permanent Improvement	Amount to be Budgeted During Current Year	Name of Paying Fund
<u>Parks & Recreation Fund</u>			
Building Renovations	25,000.00	25,000.00	Recreation Fund, 106
Park and Trail Paving and Sealing	30,000.00	30,000.00	Recreation Fund, 106
Hike and Bike Trail Design (AMATs grant)	20,000.00	20,000.00	Recreation Fund, 106
Playground Equipment	20,000.00	20,000.00	Recreation Fund, 106
Concession Stand Equipment	7,000.00	7,000.00	Recreation Fund, 106
Fitness Equipment	10,000.00	10,000.00	Recreation Fund, 106
Pickup Truck Replacement	40,000.00	40,000.00	Recreation Fund, 106
Route 59 Trail Segment	950,000.00	950,000.00	Recreation Fund, 106
Rec. Center Needs Analysis	20,000.00	20,000.00	Recreation Fund, 106
Fund 106 Total	1,122,000.00	1,122,000.00	
<u>Fire & EMS Fund</u>			
Fire Inspection Vehicle Replacement	37,500.00	37,500.00	Fire/EMS Fund, 128
Fire Truck Replacement Fund	310,000.00	310,000.00	Fire/EMS Fund, 128
Med Unit (1812) Replacement	253,166.00	253,166.00	Fire/EMS Fund, 128
Fire Miscellaneous Equipment	35,000.00	35,000.00	Fire/EMS Fund, 128
Fund 128 Total	635,666.00	635,666.00	
<u>Water Fund</u>			
Avondale/Berkley Loop Waterline Improvements	123,000.00	123,000.00	Water Fund, 201
Garth/Spaulding & Suzanne Waterline Replacement	720,000.00	720,000.00	Water Fund, 201
Central Maintenance - Misc. Equipment	12,500.00	12,500.00	Water Fund, 201
Pick-up Truck	14,000.00	14,000.00	Water Fund, 201
Phase I Cedar Street Reconstruction & Sanitary Replacement	30,000.00	30,000.00	Water Fund, 201
SAC Roof Repair/Replacement	5,000.00	5,000.00	Water Fund, 201
Vehicle Maintenance Large Truck Lift	20,000.00	20,000.00	Water Fund, 201
Paint KSU Elevated Water Tank	400,000.00	400,000.00	Water Fund, 201
Miscellaneous Plant Equipment	50,000.00	50,000.00	Water Fund, 201
Clean Well #11	30,000.00	30,000.00	Water Fund, 201
Vehicle Replacement	30,000.00	30,000.00	Water Fund, 201
Safety and Service Phone and Network	16,000.00	16,000.00	Water Fund, 201
Fund 201 Total	1,450,500.00	1,450,500.00	
<u>Sewer Fund</u>			
Pickup Truck Replacement	14,000.00	14,000.00	Sewer Fund, 202
Short Street/Grove Avenue Sanitary Sewer Study	35,000.00	35,000.00	Sewer Fund, 202
Central Maintenance - Misc. Equipment	12,500.00	12,500.00	Sewer Fund, 202
Sewer Jet	150,000.00	150,000.00	Sewer Fund, 202
Phase I Cedar Street Reconstruction & Sanitary Replacement	30,000.00	30,000.00	Sewer Fund, 202
Concrete Repair Project	5,000.00	5,000.00	Sewer Fund, 202
River Street Sanitary Sewer Replacement	640,000.00	640,000.00	Sewer Fund, 202
Motor Control Center Replacement, Phase III Construction	185,000.00	185,000.00	Sewer Fund, 202
SAC Roof Repair/Replacement	5,000.00	5,000.00	Sewer Fund, 202
WRF Turbo Blower	250,000.00	250,000.00	Sewer Fund, 202
Vehicle Maintenance - Large Truck Lift	20,000.00	20,000.00	Sewer Fund, 202
WRF Miscellaneous Plant Equipment	50,000.00	50,000.00	Sewer Fund, 202
Safety and Service Phone and Network	16,000.00	16,000.00	Sewer Fund, 202
Fund 202 Total	1,412,500.00	1,412,500.00	

(Section 5705.29. Revised Code)	(continued)		EXHIBIT IV
Description	Estimated Cost of Permanent Improvement	Amount to be Budgeted During Current Year	Name of Paying Fund
Storm Water Fund			
Phase I Cedar Street Reconstruction & Sanitary Replacement Sewer Jet	40,000.00	40,000.00	Storm Water Utility Fund, 208
SAC Roof Repair/Replacement	150,000.00	150,000.00	Storm Water Utility Fund, 208
Annual Sidewalk/Street Program - Construction	5,000.00	5,000.00	Storm Water Utility Fund, 208
Safety and Service Phone and Network	50,000.00	50,000.00	Storm Water Utility Fund, 208
	16,000.00	16,000.00	Storm Water Utility Fund, 208
Fund 208 Total	261,000.00	261,000.00	
Capital Projects Fund			
Route 43 Signalization	2,800,000.00	2,800,000.00	Capital Projects Fund, 301
Central Maintenance - Misc. Equipment	22,500.00	22,500.00	Capital Projects Fund, 301
Miller/Harvey/Steel Storm and Water Replacement	163,000.00	163,000.00	Capital Projects Fund, 301
Annual Sidewalk/Street Program - Construction	1,350,000.00	1,350,000.00	Capital Projects Fund, 301
Vehicle Maintenance Large Truck Lift	40,000.00	40,000.00	Capital Projects Fund, 301
Hooklift Truck with V Box and Dump	170,000.00	170,000.00	Capital Projects Fund, 301
Automated Parking Ticket System	5,000.00	5,000.00	Capital Projects Fund, 301
Existing Police Building Minimum Repairs	25,000.00	25,000.00	Capital Projects Fund, 301
Police Miscellaneous Equipment	35,000.00	35,000.00	Capital Projects Fund, 301
GPS Equipment/Software for CAD Map	30,000.00	30,000.00	Capital Projects Fund, 301
Tasers	7,400.00	7,400.00	Capital Projects Fund, 301
Unmarked Vehicle Replacement -2 cars	35,000.00	35,000.00	Capital Projects Fund, 301
Police Emergency Siren Replacement	50,000.00	50,000.00	Capital Projects Fund, 301
Recording Equipment for Phone Lines	15,000.00	15,000.00	Capital Projects Fund, 301
Sidewalk Street Tree Damage Repairs	5,000.00	5,000.00	Capital Projects Fund, 301
SAC Roof Repair/Replacement	10,000.00	10,000.00	Capital Projects Fund, 301
Safety and Service Phone and Network	32,000.00	32,000.00	Capital Projects Fund, 301
Fund 301 Total	4,794,900.00	4,794,900.00	
TOTAL	9,676,566.00	9,676,566.00	

For the year being budgeted, list each contemplated disbursement for permanent improvements, exclusive of any expense to be paid from bond issues, by the fund from which the expenditures are to be made. Examples for describing the permanent improvements are: window replacement, vehicle purchase, furnishing offices, appliances for fire department kitchen.

EXHIBIT VI

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit *	Date of Issue	Date Due	Ordinance or Resolution	Serial or Term	Rate of Interest	Amounts of Bonds and Notes Outstanding at beginning of budgeted year Jan 1, 2017	Amount Required for Principal and Interest 1/1/2017 to 12/31/2017	Amount Receivable from Other Sources to Meet Debt Payments 1/1/2017 to 12/31/2017	BUDGET YEAR	
										Principal and interest budgeted in Fund 402	Debt Service budgeted in Fund 301
Payable from Bond Retirement Fund:											
INSIDE 10 MILL LIMIT:											
Redeemed 1998 Bonds - (Various Purpose Refunding Notes, Series 2015)		Aug. 16	Aug. 17			Unknown	\$420,000	\$426,300		Principal and interest budgeted in Fund 402	Debt Service budgeted in Fund 301
Fire Station Bond Anticipation Note (Various Purpose Notes, Series 2016)		Aug. 16	Aug. 17			Unknown	\$1,010,000	\$1,025,150		Principal and interest budgeted in Fund 301	
Streets (Alley 5, Erie&Depeyster) BAN (Various Purpose Notes, Series 2016)		Aug. 16	Aug. 17			Unknown	\$1,150,000	\$1,167,250		Principal and interest budgeted in Fund 302	
Parking Facility - LTGO Bond, Series 2013		Oct. 13	Dec. 17			2.00%	\$4,065,000	\$245,825		Principal and interest budgeted in Fund 302	
Streets (Alley 4, Erie&Depeyster) - LTGO Bond, Series 2013		Oct. 13	Dec. 17			2.00%	\$1,185,000	\$94,650		Principal and interest budgeted in Fund 302	
Safety Center Construction - LTGO Bonds, Series 2014		Dec. 14	Dec. 17			2.00%	\$4,285,000	\$296,275		Principal and interest budgeted in Fund 303	
Safety Center Construction - LTGO Bonds, Series 2015		Dec. 15	Dec. 17			3.00%	\$4,340,000	\$305,525		Principal and interest budgeted in Fund 303	
Note: All other City of Kent debt is supported by Special Assessments or Enterprise Revenues.											
TOTAL							\$16,455,000	\$3,560,975			
OUTSIDE 10 MILL LIMIT:											
TOTAL											

* If the levy is outside the 10 mill limit by vote enter the words "by vote" and the date of election. If outside the 10 mill limit without a vote, enter the reference to the statute under which the levy is exempt from the 10 mill limit.



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

TO: Dave Ruller, City Manager
FROM: Dave Coffee, Director of Budget and Finance
DATE: June 9, 2016
SUBJECT: Public Funds Depositories Resolutions

I am respectfully requesting City Council Finance Committee agenda time at the July 6, 2016 meeting seeking their authorizations of resolutions establishing approved depositories of public funds for the City of Kent.

The City is required by Ohio Revised Code, Chapter 135 – Uniform Depository Act, Section 135.12 (B) to designate the public depositories of the public monies every five years.

The first resolution needed will authorize initiation of the process by estimating the amount of active and inactive deposits to be awarded for deposit and fixing the period of designation and date of awarding. This notice will then be publicly advertised in at least two area newspapers and will provide direction for interested financial institutions to submit bid applications for servicing such deposits. For the five year period from September 17, 2016 to September 16, 2021 we estimate the aggregate amount of public funds on deposit at any one time to be:

Active Deposits: \$20 million
Interim Deposits: \$35 million
Inactive Deposits: \$35 million

The second resolution needed will authorize designation of depositories for the City of Kent pursuant to the public notice and the acceptability of responses received by the stated deadline and further authorizes the Director of Budget and Finance to deposit such funds accordingly. Because ORC requires that the new designation ordinance be approved no less than 3 weeks preceding expiration of the existing designation ordinance on 9/16/2016, I am respectfully requesting authorization of this second resolution to be placed on the August 17, 2016 Council Agenda.



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

TO: Dave Ruller, City Manager
 FROM: Dave Coffee, Director of Budget and Finance
 DATE: June 9, 2016
 SUBJECT: Renewal of City Debt and related Note Issuance Ordinances

I am respectfully requesting Finance Committee agenda time at the July 6, 2016 meeting to request authorization of separate ordinances related to City debt obligations as defined herein. Principal and Interest payments will be made for each obligation as scheduled in the 2016 budget with the exception of the 2014 Alley 5 and Other Streets BAN, which will be renewed without a principal pay down for this year only to better align with changes in PILOT revenue in the related fund and maintain target reserve balances. Following is a summary of the BANs that are scheduled to come due on August 31, 2016 along with the requested renewal principal amounts:

<u>Note Purpose</u>	<u>Current Principal</u>	<u>Principal Pay Down</u>	<u>2016 Renewal Principal</u>
2015 Main Fire Station BAN	- \$ 1,265,000	\$ 255,000	\$ 1,010,000
2015 Sanitary Sewer BAN	- \$ 495,000	\$ 60,000	\$ 435,000
2015 Alley 5 / Streets BAN	- \$ 1,150,000	\$ -0-	\$ 1,150,000

Following is a summary of the 2015 Various Purpose Refunding (of 1998 Bond) Notes that will also come due on August 31, 2016 along with the requested renewal principal amounts:

2015 Service Building Note	- \$ 430,000	\$ 145,000	\$ 285,000
2015 Fairchild Ave. Note	- \$ 200,000	\$ 65,000	\$ 135,000

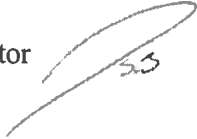
We have evaluated current and projected bond and note market conditions in addition to the City's overall financial position and determined that it is in the City's best interest at this time to continue refunding the above debt in the form of Notes (BANs) rather than convert to Bonds. We anticipate the spread between renewal rates for the one year notes and bond rates would likely be in the vicinity of an additional 325 basis points or higher at this point in time. On a principal balance of \$3.015 million the interest differential equates to over \$97,000 in reduced annual debt expense to the City which we believe adequately mitigates the interest rate risk by not bonding at this time.

Thank you in advance for your support of this request and the actions being recommended.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: David Ruller
Linda Jordan

FROM: Jim Bowling, Interim Service Director 

DATE: June 29, 2016

RE: Central Maintenance Division - Position Allocation Request

The Service Department is requesting Council consider a request to modify the position allocations in Central Maintenance Division. The request is to replace a current vacant laborer position with an account clerk position.

In 2014, the Central Maintenance Division began implementing a plan to reallocate the positions in the Division to better align with the current needs of the City. The plan would add lower cost laborer positions by reducing the number of higher cost service worker positions and eliminating the account clerk position. The plan was to be implemented as personnel retired or otherwise left the City and assumed that a time accounting software program would be installed to eliminate the need for an account clerk. There was also to be continuous evaluation of the plan as it progressed. Currently we have completed 3 steps in the plan and have increased the number of personnel in the Division from 24 to 25 while decreasing the overall labor cost in the division.

Due to recent personnel changes, there is currently a vacant laborer position. As we reevaluated the plan due to the need to fill positions, the following key factors have become apparent:

1. After a year of working with time management suppliers to replace the time clocks, it was determined that the purchase of new time management software would not significantly reduce the work effort to process payroll and overtime as currently required in our collective bargaining agreement.
2. The work that used to be performed by the Central Maintenance Account Clerk is now being performed by higher paid Service Workers, Division Managers and Senior Engineers, which is inefficient.
3. The ratio of four laborers to eight service workers is a good distribution of personnel to meet the management requirements in our AFSME contract and the needs to be addressed by the division.

Therefore, based on the reevaluation of the plan by a team of affected personnel, including the Utilities and Facilities manager, human resource director, chief operators and myself we recommend to replace a current vacant laborer position with an account clerk position. This change will keep the overall division salary lower than it would be if labor distribution in 2014 was still in effect. Attached is a table showing the overall division salary as it pertains to this request and the overall plan. We appreciate Kent City Council's time in considering this request.

c: John Osborne
Gerald Shanley
Liz Zorc
David Coffee

**Central Maintenance Division
Staffing Modification Request - 2016 Update**

2014 Labor Distribution	Staff No.	2016 Top Salary	Annualized Salary (2080 hrs)
Maintenance Worker/Carpenter	1	25.96	\$ 53,997
Chief Operator	3	28.48	\$ 177,715
Repair Operator	3	25.96	\$ 161,990
Servie Worker	11	24.76	\$ 566,509
Service Technician/Gardener	1	25.96	\$ 53,997
Laborer	0	17.64	\$ -
Account Clerk	1	22.42	\$ 46,634
Master Mechanic	1	28.98	\$ 60,278
Mechanic	3	27.12	\$ 169,229
Total	24		\$ 1,290,349

2016 Labor Distribution - CURRENT	Staff No.	2016 Top Salary	Annualized Salary (2080 hrs)
Maintenance Worker/Carpenter	1	25.96	\$ 53,997
Chief Operator	3	28.48	\$ 177,715
Repair Operator	3	25.96	\$ 161,990
Servie Worker	8	24.76	\$ 412,006
Service Technician/Gardener	1	25.96	\$ 53,997
Laborer	5	17.64	\$ 183,456
Account Clerk	0	22.42	\$ -
Master Mechanic	1	28.98	\$ 60,278
Mechanic	3	27.12	\$ 169,229
Total	25		\$ 1,272,668
Change from 2014 Labor Distribution			(17,681)

2016 Labor Distribution - RECOMMENDED	Staff No.	2016 Top Salary	Annualized Salary (2080 hrs)
Maintenance Worker/Carpenter	1	25.96	\$ 53,997
Chief Operator	3	28.48	\$ 177,715
Repair Operator	3	25.96	\$ 161,990
Servie Worker	8	24.76	\$ 412,006
Service Technician/Gardener	1	25.96	\$ 53,997
Laborer	4	17.64	\$ 146,765
Account Clerk	1	22.42	\$ 46,634
Master Mechanic	1	28.98	\$ 60,278
Mechanic	3	27.12	\$ 169,229
Total	25		\$ 1,282,611
Change from 2014 Labor Distribution			(7,738)

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Jordan

FROM: Jim Bowling *s/s*

DATE: June 10, 2016

RE: ODOT POR-SR 261 - 0.72 to 2.59; PID 98381

The Ohio Department of Transportation (ODOT) has requested the City of Kent's participate in the resurfacing of SR 261 in Kent from the western end of the divided highway segment and continuing east for approximately 1.9 miles. ODOT will be performing pavement repairs and then add a fine graded asphalt polymer overlay (1 1/4" thick). The project also includes some minor bridge repairs to the bridges over Plum Creek and the W&LE RR. The project is scheduled to be sold in 2018 and construction to be completed in 2019. ODOT estimates the City's share to be \$306,520 and be required in 2018. The City share is 20% of the resurfacing costs performed within the City limits. This expenditure will need to be programmed in the upcoming capital plan. ODOT's cost for this project is \$1,544,583. Attached is a copy of the request from ODOT.

The Service Department recommends approval to participate with ODOT on this project.

c: Pat Homan
file

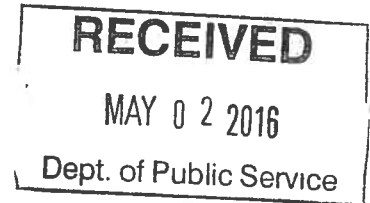


OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 4 • 2088 SOUTH ARLINGTON ROAD • AKRON, OHIO 44306 • (800) 603-1054
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • ANTHONY URANKAR, DISTRICT DEPUTY DIRECTOR

April 26, 2016

City of Kent
Department of Public Service
930 Overholt Road, 2nd Floor
Kent, Ohio 44240



Attention: Mr. James Bowling, P.E., City Engineer
Subject: POR-SR 261- 0.72 to 2.59 – PID 98381

Dear Mr. Bowling:

Attached are two (2) forms of Participatory Legislation for the subject project that will begin construction in fiscal year 2020. Per Section 5521.01 of the Ohio Revised Code, the Director of Transportation is required to request and receive legislation from municipalities, prior to making any necessary repairs to State Highways within the corporate limits. Please have both originals of the Legislation signed then return both to this office for further processing. Once they are signed in the District, one copy will be returned to you for your records.

This legislation may be retyped to suit local preferred format, however, no information may be deleted from the legislation, and the **Certificate of Copy, State of Ohio** must be returned signed and containing a line for the Director of Transportation's signature. Also, please put the county, route and section, along with the PID Number of the project on the cover letter, so the correct project information can be put with the related legislation. We would appreciate receiving this legislation as soon as it can be executed.

Once a scope is determined a copy will be sent for your review and comment. With the scope a breakdown of items that will be our cost will be included. Your cooperation is greatly appreciated in this matter. Should you have any questions, please feel free to contact me at (330) 786-4921.

Respectfully,

Steven J. Rebillot
Planning Administrator

James R. Bruner, P.E., GISP
Capital Planning/GIS Manager

SJR/JRB/dh

Enclosures

cc: file

PRELIMINARY PARTICIPATORY LEGISLATION
RC 5521.01

Ordinance/Resolution# _____
PID No. 98381
County/Route/Section POR SR 0261-00.00

The following is _____ enacted by the _____ of _____
(An Ordinance/a Resolution) (Local Public Agency) County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Fine polymer AC overlay of SR 261 from 0.72 to 2.59 in the City of Kent.

NOW, THEREFORE, be it ordained by the _____ of _____ County, Ohio.
(LPA)

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA agrees to participate in the cost of construction within the city limits at twenty percent (20%) total cost.

The LPA further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

(Optional-if required) The LPA further agrees to pay One Hundred Percent (100%) of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION V - Authority to Sign

The _____ of said _____ City of Kent _____ is hereby empowered on
(Contractual Agent) (LPA)
behalf of the _____ City of Kent _____ to enter into contracts with ODOT pre-qualified consultants
(LPA)
for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project.

Upon the request of ODOT, the _____ is also empowered to assign all rights,
(Contractual Agent)
title, and interests of the _____ City of Kent _____ to ODOT arising from any agreement with its
(LPA)
consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Passed: _____, 20____
(Date)

Attested: _____ (Clerk) _____ (Officer of LPA - title)

Attested: _____ (Title) _____ (President of Council)

This _____ is hereby declared to be an emergency measure to
(Ordinance/Resolution)
expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO

City of Kent of Portage County, Ohio,
(LPA)

_____, as Clerk of the City of Kent
(LPA)

of Portage County, Ohio, do hereby certify that the forgoing is a true and
correct copy of _____ adopted by the legislative Authority of the said
(Ordinance/Resolution)

City of Kent on the _____ day of _____, 20____
(LPA)

that the publication of such _____ has been made and certified of
(Ordinance/Resolution)

record according to law; that no proceedings looking to a referendum upon such
_____ have been taken; and that such _____

(Ordinance/Resolution) _____ (Ordinance/Resolution)
and certificate of publication thereof are of record in _____ Page _____

(Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if
applicable, this _____ day of _____, 20____

CITY SEAL

Clerk

City of Kent of Portage County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No
Seal is required to accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Kent of Portage County, Ohio
(LPA)

Attest: _____, Date _____

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: May 24, 2016
TO: David Ruller, City Manager
FROM: Tom Wilke, Economic Development Director
Subject: Semi-Annual EDA Revolving Loan Fund Certification

The Economic Development Administration (EDA) requires the City of Kent's Revolving Loan Fund (RLF) Review Committee and Kent City Council to semi-annually certify that the City is administering its EDA-funded RLF business loan program in accordance with the region's economic development plan and the EDA's regulatory requirements.

The RLF Committee met on May 23, 2016 and voted unanimously to certify that the City's EDA business loan program was administered in compliance with all regional and federal requirements for the period October 1, 2015 through March 31, 2016.

I am respectfully requesting time at the July 6, 2016 Committee session to seek Council approval of a resolution affirming that the City's program is consistent with the economic development focus for the region and that it is being administered in compliance with all EDA programmatic requirements and standards.

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

cc: Bridget Susel, Community Development Director
Linda Jordan, Clerk of Council



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: June 20, 2016
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *B.S.*
RE: Designation of The Davey Tree Company Building at 905 Bryce Road

The City of Kent's Committee on Design & Preservation received written correspondence from The Davey Tree Expert Company, requesting the Committee consider recommending to Kent City Council that the building located at 905 Bryce Road, which is owned and operated by the Company, be designated as a "Local Historic Property," as defined in the City's Historic Preservation Chapter 1393.

Pursuant to the requirements of Chapter 1393, the Committee on Design & Preservation held a meeting on June 14, 2016 to discuss the designation request and the members of the Committee voted unanimously to recommend to Council that the building located at 905 Bryce Road be designated as a "Local Historic Property."

A public hearing is scheduled to be held at 7:05 p.m., at the start of the July 6, 2016 Committee session, in order to seek comments from the public on the proposed designation.

I am respectfully requesting time at the July 6, 2016 Committee session to discuss the designation of the building in greater detail and to request Council affirm the Committee on Design & Preservation recommendation and formally approve designating The Davey Tree Expert Company building as a "Local Historic Property."

If you need any additional information in order to add this item to the July 6th Committee agenda, please let me know.

Thank you.

Cc: Dan Morganti, Grants & Neighborhood Programs Coordinator
The Davey Tree Expert Co. 905 Bryce Building Designation File, 2016



April 7, 2016

Committee on Design and Preservation
City of Kent
c/o Bridget Susel
Community Development Department
930 Overholt Road
Kent, Ohio 44240

RE: Historic Designation Request for 905 Bryce Road, Kent (Parcel No. 17-026-10-00-027-000)

Dear Members of the Committee on Design and Preservation,

As a representative of The Davey Tree Expert Company, the owner of the commercial property at 905 Bryce Road, known locally as "Davey Bryce Road," I would like to respectfully request that the members of the Committee on Design and Preservation consider my request to designate the building a "Locally Historic Property."

Davey Bryce Road meets the definition of a "Local Historic Property" per Kent City Ordinance No. 2012-21, which identifies a local historic property as "any building, structure, site, or object which has special character or special archaeological, historic or aesthetic value as part of the development, heritage, archaeological or cultural characteristics of Kent."

Constructed in 1953, Davey Bryce Road opened as the Davey Technical Services Center in 1954 and housed the office, library and laboratory for The Davey Tree Expert Company's technical staff. The building also was home to the Davey Institute of Tree Sciences (D.I.T.S.), which is Davey's flagship training program in biological sciences, safety, tree and plant care and management techniques. D.I.T.S. was founded in Kent in 1908.

For decades, Davey Bryce Road served as the home of the Davey Company's research and development efforts. The building housed the tech center, predecessor to the Davey Institute, until 1985 when Davey's new corporate center opened at 1500 N. Mantua St. and relocated both the tech center functions and Davey corporate office personnel operating in downtown Kent.

The building remained a functioning part of Davey's Kent operations. In 2015, the building underwent a massive internal renovation as a small group of natural resource consulting professionals operating as part of the larger Davey Resource Group in downtown Kent relocated to Davey Bryce Road.

The neighborhood in which Davey Bryce Road is located contains several other buildings tied to Davey's 135-year history in Kent.



April 7, 2016

John Davey, who founded Davey Tree in 1880 in Kent, lived at 338 Woodard Ave.—less than a mile from Davey Bryce Road—until his death in 1923. Less than a half-mile away stands Davey Elementary School, built in 1922 originally as Theodore Roosevelt High School. And the private residence at 814 Bryce Road was home to late Davey President Paul Hershey from 1975 until his death in 1984. All four of these structures are within three-quarters of a mile of each other.

We believe this 63-year-old building merits such a historic distinction. Please contact me if you have any questions regarding this request.

Sincerely,

Sandra Reid
Vice President, Corporate Communications
and Strategic Planning Administration
The Davey Tree Expert Company

Kent Police Department

MEMORANDUM

To: Dave Ruller, City Manager
Linda Jordan, Clerk of Council
From: Chief Michelle A. Lee
Date: June 20, 2016
Subject: Request for council time

PARTA has presented an idea that would support special event valet parking. PARTA could work cooperatively with the Kent Stage, KSU Hotel and Conference Center, etc. as an additional service for their special event.

The idea was discussed at the last Traffic Engineering and Safety Committee meeting. The committee believes that a valet station for PARTA could be easily configured much like the other valet stations on Erie St. With city council's pre-approval, PARTA would only need to contact the appropriate city departments to engage the valet service for the special event. The stations, signage, street blockage, etc. would then be easily erected by PARTA for the event.

I am meeting with Joe Yensel to discuss the details but we feel strongly that a workable solution can be agreed upon. We look for council's approval to mitigate delay on their behalf.

**City of Kent
Income Tax Division**

**May 31, 2016
Income Tax Receipts Comparison - (Excluding 0.25% Police Facility Receipts)**

Monthly Receipts

Total receipts for the month of May, 2016	\$1,226,790
Total receipts for the month of May, 2015	\$1,188,681
Total receipts for the month of May, 2014	\$1,029,906

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 May 31, 2016	\$6,077,048	43.00%
Total receipts January 1 through May 31, 2015	\$5,872,634	40.24%
Total receipts January 1 through May 31, 2014	\$5,379,176	41.06%

Year-to-date Receipts Through May 31, 2016 - 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>
2016	\$ 14,133,510	\$ 14,133,510	\$ 6,077,048	43.00%	57.00%

Comparisons of Total Annual Receipts for Previous Eight Years

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change From Prior Year</u>
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%
2011	\$ 10,711,766	2.48%
2012	\$ 12,063,299	12.62%
2013	\$ 12,397,812	2.77%
2014	\$ 13,099,836	5.66%
2015	\$ 14,592,491	11.39%

Submitted by David A. Coffey, Director of Budget and Finance

2016 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
(Excluding 0.25% Police Facility Receipts)
as of Month Ended May 31, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 935,222	\$ 1,133,206	\$ 1,154,690	\$ 21,484	1.90%
February	992,427	1,025,924	1,099,532	73,608	7.17%
March	1,027,737	1,092,324	1,182,357	90,032	8.24%
April	1,393,884	1,432,498	1,413,680	(18,818)	-1.31%
May	1,029,906	1,188,681	1,226,790	38,109	3.21%
June	1,170,257	1,172,480			
July	1,073,397	1,844,744			
August	997,630	1,126,103			
September	983,247	934,913			
October	1,138,675	1,148,218			
November	1,152,778	1,262,728			
December	1,204,676	1,230,671			
Totals	\$ 13,099,836	\$ 14,592,491	\$ 6,077,048		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 935,222	\$ 1,133,206	\$ 1,154,690	\$ 21,484	1.90%
February	1,927,649	2,159,130	2,254,221	95,091	4.40%
March	2,955,386	3,251,454	3,436,578	185,124	5.69%
April	4,349,270	4,683,953	4,850,258	166,305	3.55%
May	5,379,176	5,872,634	6,077,048	204,414	3.48%
June	6,549,433	7,045,114			
July	7,622,830	8,889,858			
August	8,620,460	10,015,961			
September	9,603,707	10,950,874			
October	10,742,382	12,099,092			
November	11,895,160	13,361,820			
December	13,099,836	14,592,491			
Totals	\$ 13,099,836	\$ 14,592,491			

2016 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)
as of Month Ended May 31, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 397,519	\$ 414,915	\$ 421,390	\$ 6,475	1.56%
February	361,700	380,146	385,108	4,962	1.31%
March	404,469	419,335	442,123	22,788	5.43%
April	412,661	421,050	422,702	1,652	0.39%
May	396,992	410,426	459,795	49,369	12.03%
June	425,614	445,804			
July	374,686	389,954			
August	389,902	400,211			
September	332,001	336,026			
October	407,748	407,766			
November	456,507	466,654			
December	418,293	424,587			
Totals	\$ 4,778,094	\$ 4,916,874	\$ 2,131,119		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 397,519	\$ 414,915	\$ 421,390	\$ 6,475	1.56%
February	759,219	795,061	806,499	11,437	1.44%
March	1,163,689	1,214,397	1,248,622	34,225	2.82%
April	1,576,350	1,635,447	1,671,324	35,877	2.19%
May	1,973,342	2,045,873	2,131,119	85,246	4.17%
June	2,398,956	2,491,676			
July	2,773,643	2,881,630			
August	3,163,545	3,281,842			
September	3,495,546	3,617,868			
October	3,903,294	4,025,633			
November	4,359,801	4,492,287			
December	4,778,094	4,916,874			
Totals	\$ 4,778,094	\$ 4,916,874			

2016 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 Eight Years

Year	Total Receipts	Percent Change
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%
2012	\$ 4,436,666	4.48%
2013	\$ 4,603,095	3.75%
2014	\$ 4,778,094	3.80%
2015	\$ 4,916,874	2.90%

2016 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 May 31, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 116,890	\$ 141,635	\$ 144,319	\$ 2,684	1.90%
February	124,039	128,226	137,426	9,200	7.17%
March	128,453	136,525	147,779	11,254	8.24%
April	174,216	179,042	176,690	(2,352)	-1.31%
May	128,723	148,568	153,332	4,763	3.21%
June	146,266	146,544			
July	134,159	230,567			
August	124,690	140,747			
September	122,892	116,851			
October	142,318	143,511			
November	144,081	157,823			
December	150,569	153,817			
Totals	\$ 1,637,295	\$ 1,823,856	\$ 759,546		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 116,890	\$ 141,635	\$ 144,319	\$ 2,684	1.90%
February	\$ 240,929	\$ 269,861	281,745	11,884	4.40%
March	\$ 369,382	\$ 406,386	429,524	23,138	5.69%
April	\$ 543,598	\$ 585,428	606,214	20,786	3.55%
May	\$ 672,321	\$ 733,997	759,546	25,549	3.48%
June	\$ 818,586	\$ 880,540			
July	\$ 952,745	\$ 1,111,107			
August	\$ 1,077,435	\$ 1,251,854			
September	\$ 1,200,327	\$ 1,368,705			
October	\$ 1,342,645	\$ 1,512,216			
November	\$ 1,486,726	\$ 1,670,040			
December	\$ 1,637,295	\$ 1,823,856			
Totals	\$ 1,637,295	\$ 1,823,856			

2016 CITY OF KENT, OHIO
Comparison of Total Income Tax Receipts - Including Police Facility Receipts
as of Month Ended May 31, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 1,052,112	\$ 1,274,841	\$ 1,299,009	\$ 24,168	1.90%
February	1,116,466	1,154,150	1,236,958	82,807	7.17%
March	1,156,190	1,228,849	1,330,135	101,285	8.24%
April	1,568,100	1,611,541	1,590,370	(21,170)	-1.31%
May	1,158,629	1,337,250	1,380,122	42,872	3.21%
June	1,316,523	1,319,024			
July	1,207,556	2,075,311			
August	1,122,320	1,266,850			
September	1,106,139	1,051,764			
October	1,280,993	1,291,729			
November	1,296,859	1,420,551			
December	1,355,243	1,384,487			
Totals	\$ 14,737,131	\$ 16,416,347	\$ 5,456,472		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 1,052,112	\$ 1,274,841	\$ 1,299,009	\$ 24,168	1.90%
February	2,168,578	2,428,991	2,535,967	106,976	4.40%
March	3,324,768	3,657,840	3,866,102	208,261	5.69%
April	4,892,868	5,269,381	5,456,472	187,091	3.55%
May	6,051,497	6,606,631	6,836,594	229,963	3.48%
June	7,368,020	7,925,654			
July	8,575,576	10,000,966			
August	9,697,896	11,267,815			
September	10,804,035	12,319,580			
October	12,085,028	13,611,309			
November	13,381,888	15,031,860			
December	14,737,131	16,416,347			
Totals	\$ 14,737,131	\$ 16,416,347			



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT APRIL 2016

FIRE INCIDENT RESPONSE INFORMATION

Summary of Fire Incident Alarms

	CURRENT PERIOD			YEAR TO DATE		
	2016	2015	2014	2016	2015	2014
City of Kent	51	48	47	197	179	185
Kent State University	1	5	7	22	17	28
Franklin Township	9	10	4	36	42	26
Sugar Bush Knolls	0	0	0	0	0	3
Brady Lake Village	1	2	0	5	2	0
Mutual Aid Given	0	5	6	7	12	18
Total Fire Incident Alarms	62	70	64	267	252	260

Summary of Mutual Aid Received by Location

City of Kent	0	1	0	1	3	1
Kent State University	0	0	0	0	0	0
Franklin Township	0	0	0	0	2	0
Sugar Bush Knolls	0	0	0	0	0	0
Brady Lake Village	0	0	0	1	0	0
Total Mutual Aid	0	1	0	2	5	1

EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

Summary of Emergency Medical Service Responses

	CURRENT PERIOD			YEAR TO DATE		
	2016	2015	2014	2016	2015	2014
City of Kent	196	200	172	719	759	698
Kent State University	42	44	42	143	126	140
Franklin Township	45	37	29	140	131	117
Sugar Bush Knolls	0	0	0	3	6	2
Brady Lake Village	4	2	0	9	8	0
Mutual Aid Given	1	1	3	8	10	12
Total Emergency Medical Service Responses	288	284	246	1022	1040	969

Summary of Mutual Aid Received by Location

City of Kent	1	1	4	5	4	8
Kent State University	0	1	0	1	1	1
Franklin Township	0	0	0	3	0	0
Sugar Bush Knolls	0	0	0	0	0	0
Brady Lake Village	1	0	0	2	0	0
Total Mutual Aid	2	2	4	11	5	9

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS	350	354	310	1289	1292	1229
TOTAL ALL RESPONSES , INCLUDING MUTUAL AID	352	357	314	1302	1302	1239



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT MAY 2016

FIRE INCIDENT RESPONSE INFORMATION

Summary of Fire Incident Alarms

	CURRENT PERIOD			YEAR TO DATE		
	2016	2015	2014	2016	2015	2014
City of Kent	48	57	62	245	236	247
Kent State University	3	4	5	25	21	33
Franklin Township	16	10	15	52	52	41
Sugar Bush Knolls	0	0	0	0	0	3
Brady Lake Village	0	1	0	5	3	0
Mutual Aid Given	2	4	7	9	16	25
Total Fire Incident Alarms	69	76	89	336	328	349

Summary of Mutual Aid Received by Location

City of Kent	0	0	0	1	3	1
Kent State University	0	0	0	0	0	0
Franklin Township	0	0	0	0	2	0
Sugar Bush Knolls	0	0	0	0	0	0
Brady Lake Village	0	0	0	1	0	0
Total Mutual Aid	0	0	0	2	5	1

EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

Summary of Emergency Medical Service Responses

	CURRENT PERIOD			YEAR TO DATE		
	2016	2015	2014	2016	2015	2014
City of Kent	193	193	208	912	952	906
Kent State University	13	17	21	156	143	161
Franklin Township	34	33	35	174	164	152
Sugar Bush Knolls	1	0	0	4	6	2
Brady Lake Village	1	3	0	10	11	0
Mutual Aid Given	1	3	3	9	13	15
Total Emergency Medical Service Responses	243	249	267	1265	1289	1236

Summary of Mutual Aid Received by Location

City of Kent	1	2	1	6	6	9
Kent State University	0	0	0	1	1	1
Franklin Township	0	0	0	3	0	0
Sugar Bush Knolls	0	0	0	0	0	0
Brady Lake Village	0	0	0	2	0	0
Total Mutual Aid	1	2	1	12	7	10

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

	<u>312</u>	<u>325</u>	<u>356</u>	<u>1601</u>	<u>1617</u>	<u>1585</u>
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TOTAL ALL RESPONSES , INCLUDING MUTUAL AID

	<u>313</u>	<u>327</u>	<u>357</u>	<u>1615</u>	<u>1629</u>	<u>1596</u>
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