RESOLUTION NO. 2017-133

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH PORTAGE COUNTY BOARD OF COMMISSIONERS, AND DECLARING AN EMERGENCY.

WHEREAS, the City and the Portage County Board of Commissioners has come to an agreement to have public parking at the new courthouse in Kent; and

WHEREAS, this agreement will allow for public parking in the evenings and on weekends and holidays; and

WHEREAS, the City and the County have agreed to split the costs of maintaining and repairing the parking lot; and

WHEREAS, enforcement of parking restrictions is split between the parties, with the County to enforce restrictions during business hours and the City doing enforcement after business hours; and

WHEREAS, the City will plow the lot.

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

SECTION 1. That the Kent City Council authorizes the City Manager or his designee to enter into an agreement with the Portage County Board of Commissioners to have public parking at the new courthouse in Kent in conformity with Exhibit “A”, which is attached hereto and made a part hereof.

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

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

PASSED: October 18, 2017
Date

JERRY T. FLIALA
Mayor and President of Council

EFFECTIVE: October 18, 2017
Date

ATTEST: TARA GRIMM, CMC
Clerk of Council

I, TARA GRIMM, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF RESOLUTION No. ____________, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON ____________________________, 20________.

TARA GRIMM, CMC
CLERK OF COUNCIL
(SEAL)
MEMORANDUM OF UNDERSTANDING
REGARDING THE PARKING LOT OF THE PORTAGE COUNTY MUNICIPAL COURT, KENT DIVISION

The Portage County Board of Commissioners ("County") and The City of Kent ("City") hereby enter into this Memorandum of Understanding setting forth certain responsibilities regarding the parking lot area surrounding the Portage County Municipal Court, Kent Division located at 303 East Main Street, Kent, Ohio ("Courthouse parking lot").

Whereas, On May 8, 2012, the County and City entered into a "Real Estate Exchange Agreement" concerning the site located at 214 South Water Street in Kent, Ohio and the site of what is now the New Portage County Municipal Court, Kent Division at 303 East Main Street, Kent, Ohio.

Whereas, Section 3 of that Real Estate Exchange Agreement enumerated items of consideration for the Agreement, including specific provisions regarding the Courthouse parking lot, which are described as follows:

- County will allow public use of the Courthouse parking lot from 5 PM until 3:00 AM on weekdays when the Courthouse is open for business, and allowing overnight parking on weekends, and legal holidays. Parking will be allowed until 3:00 AM on the nights before workdays when the Courthouse is open, to keep the lot clear for any potential snow plowing required before the Courthouse opens for business at 8:00 am.

- County and City will equally share the cost of maintenance and repairs of the parking lot, with the County having full discretion as to the vendor providing the repairs and maintenance. County will provide a copy of the repair plans and specifications to the City upon request. The County will give advance notice (90 days) to the City of any maintenance and repairs to be made to the parking lot so that the City can properly appropriate funds to pay for its share of the maintenance and/or repair costs.

- City will be responsible for parking lot snow removal, having full discretion as to the vendor providing this service.

- City will be responsible for litter and trash control of the parking lot on the weekends and may utilize the services of Coleman Professional Services. The Portage County Municipal Court may also assign individuals to perform litter and trash control as part of community work service. The County shall be responsible for the removal of trash and litter during weekdays.
Whereas, In order to further clarify the responsibilities of the County and City described above, the County and City (collectively referred to as the “Parties”) hereby enter into the Memorandum of Understanding regarding the “Courthouse parking lot”.

Now Therefore, the County and the City agree as follows:

I. Limited and Restricted Public Use of Courthouse Parking Lot

The County herein grants the City license to use the Courthouse parking lot as a municipal parking lot under the following terms and conditions. This license shall allow the City to use the Courthouse parking lot as a municipal parking lot after 5 PM on weekdays the Courthouse is open until 3:00 AM of the next day the Court is open. This license likewise allows the City to use Courthouse parking lot as a municipal parking lot on Saturdays, Sundays and legal holidays that Court is closed until 3:00 a.m. of the next day the Court is open. The City shall enforce parking restrictions pursuant to applicable City of Kent Codified Ordinances from any commencement of its use of the lot as a municipal parking lot until 6:00 a.m. of the next day the Court is open. The City shall issue citations and enforce towing of motor vehicles as deemed appropriate by the City and County. The City affirms that, in the event that City of Kent Police Department Parking Enforcement personnel are unavailable for after-hours enforcement, Patrol Division officers will be available and utilized for the preceding enforcement.

The County shall enforce parking restrictions during Court business hours, that time for purposes of this MOU, being 7 a.m. until 5 p.m. The City of Kent will provide mutual aid to the County during these hours to ensure timely and consistent parking enforcement. Both parties to this MOU recognize the need to work in a collaborative, good-faith manner to achieve enforcement described under this Section.

The City shall install appropriate signage at the Courthouse parking lot providing both the City of Kent Codified Ordinances and citation to those sections of the Ohio Revised Code which permit the City and County, respectively, to enforce parking restrictions on the Courthouse parking lot. The cost of the signage shall be split equally between the County and City.

II. Maintenance and Repair of Courthouse Parking Lot

The County will facilitate the maintenance and repair of the Courthouse parking lot, including contracting with the appropriate vendors and contractors when necessary. The expense and cost of any maintenance and repair of the Courthouse parking lot shall be born equally by
County and City. **The County shall notify the City of any repair and/or maintenance work to be done on the parking lot at least 90 days prior to the work being performed in order to give the City time to properly appropriate any funding needed to pay for said its share of the repairs/maintenance.** Upon request of the City, County will forward to the City copies of any repair plans and specifications for the Courthouse parking lot. The County will invoice the City its share of the cost and expense of the maintenance and repairs performed on the Courthouse parking lot by sending such invoice to the City c/o Kent City Service Director, 930 Overholt Rd., Kent, Ohio 44240, which shall be paid by the City within 60 days of receipt.

### III. Snow Removal at the Portage County Municipal Court, Kent Division

The City shall be responsible for keeping the **parking lot of the Portage County Municipal Court, Kent Division, free of snow, ice, and any other weather related condition. Snow removal services shall be provided any time any snow falls, or ice forms, or other weather conditions arise that may require removal services, as well as appropriate salting and any other appropriate actions and procedures to accomplish the purpose of keeping the areas surrounding the Portage County Municipal Court, Kent Division free of snow, ice and any other weather related condition, so that those coming and leaving the premises may safely and reasonably do so. The County shall be responsible for keeping the sidewalks, all steps, walkways, and any other area for ingress and egress into the Portage County Municipal Court, Kent Division building free of snow, ice and any other weather related condition.**

### IV. Kent Police Department Patrols

The Kent Police Department Patrol Division will conduct routine patrols of the parking lot during those times the Courthouse parking lot is used as a municipal parking lot.

### V. Litter and Trash Control of Courthouse Grounds

The City shall remove all trash and litter from Courthouse grounds following each use of the Courthouse lot as a municipal parking lot. Cleanup shall be complete by no later than 7:00 a.m. of the next day Court is open. The County will remove all trash and litter from Courthouse grounds while the Courthouse is open. Both parties herein recognize the need for the Courthouse grounds to present a professionally maintained appearance to the citizens of the City of Kent and of the County of Portage.
VI. **Term of Agreement and Dispute Resolution**

Both parties agree to bring any issue(s) or concern(s) that arise with this Agreement to the attention of the other party so that both parties may seek resolution through discussion up to and including renegotiation of this Agreement. If such effort(s) fail to resolve the issue(s) or concern(s), either party may then cancel this Agreement for any reason or no reason following ninety days' advance written notice to the other at the following address(es).

<table>
<thead>
<tr>
<th>When giving notice to the City:</th>
<th>When giving notice to the County:</th>
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<tbody>
<tr>
<td>City of Kent Law Director</td>
<td>Director of Internal Services</td>
</tr>
<tr>
<td>319 S. Water Street</td>
<td>Portage County Administration Building</td>
</tr>
<tr>
<td>Kent, OH 44240</td>
<td>449 S. Meridian Street</td>
</tr>
<tr>
<td></td>
<td>Ravenna, OH 44266</td>
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IN WITNESS WHEREOF, the undersigned by their representatives duly authorized have executed this Memorandum of Understanding on this ____ day of September, 2017.

**PORTAGE COUNTY BOARD OF COMMISSIONERS**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vicki A. Kline</td>
<td>President</td>
</tr>
<tr>
<td>Sabrina Christian-Bennett</td>
<td>Vice-President</td>
</tr>
<tr>
<td>Maureen T. Frederick</td>
<td>Board Member</td>
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**CITY OF KENT COUNCIL**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Melissa M. Long</td>
<td>Council-at-Large</td>
</tr>
<tr>
<td>Michael DeLeone</td>
<td>Council-at-Large</td>
</tr>
<tr>
<td>Roger B. Sidoti</td>
<td>Council-at-Large</td>
</tr>
<tr>
<td>Garret M. Ferrara</td>
<td>Ward 1</td>
</tr>
<tr>
<td>Jack Amrheim</td>
<td>Ward 2</td>
</tr>
<tr>
<td>Robin G. Turner</td>
<td>Ward 3</td>
</tr>
<tr>
<td>John M. Kuhar</td>
<td>Ward 4</td>
</tr>
<tr>
<td>Heidi L. Shaffer</td>
<td>Ward 5</td>
</tr>
<tr>
<td>Tracy Wallach</td>
<td>Ward 6</td>
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