ORDINANCE NO. 2018-6

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MILLENNIA HOUSING DEVELOPMENT, LTD. AND THE CITY OF KENT TO FURNISH AND MAINTAIN THE LANDSCAPE IN THE LAWRENCE COURT CUL-DE-SAC ISLAND, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to enter into a Memorandum of Understanding with Millennia Housing Development, Ltd. for the installation and maintenance of the landscaping and lawn in the middle of the new cul-de-sac on Lawrence Court; and

WHEREAS, the maintenance of the landscaping and lawn with be at the expense of Millennia Housing Development, Ltd.

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

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into a Memorandum of Understanding with Millennia Housing Development, Ltd. for the installation and maintenance of the landscaping and lawn in the middle of the new cul-de-sac on Lawrence Court at the expense of Millennia Housing Development, Ltd., and is more fully described in Exhibit “A” attached hereto and incorporated herein.

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

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

PASSED: January 17, 2018
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: January 17, 2018
Date

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 ORDINANCE No. _______________, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _________________________, 20 __________.

TARA GRIMM, CMC
CLERK OF COUNCIL

(SEAL)
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into this ______ day of ______________, 2017 (the “Effective Date”) by and between the CITY OF KENT, Ohio (the "City") and MILLENNIA HOUSING DEVELOPMENT, LTD., an Ohio corporation ("MHD"), or any of their assigns.

WITNESSETH

WHEREAS, a landscape island is being installed in the middle of the new cul-de-sac on Lawrence Court that will be in need of landscaping; and

WHEREAS, the City owns the land; and

WHEREAS, MHD owns a portion of the surrounding land; and

WHEREAS, MHD wishes to furnish and maintain the landscape in the Lawrence Court cul-de-sac island at its expense; and

WHEREAS, the lawn care and landscaping along the entire block should be continuous and consistent; and

WHEREAS, the parties desire to have an area that enhances the City and the space used by MHD's tenants and the general public; and

WHEREAS, the City and MHD wish to define the roles of the parties for the installation and maintenance of landscaping and lawn care in the cul-de-sac landscape island; and

WHEREAS, the City and MHD wish to outline the terms to continue the successful public/private partnership so that the installation and maintenance of landscaping and lawn care is viable and sustainable to the benefit of all.

NOW THEREFORE, for mutual consideration, the receipt of which is hereby acknowledged, the City and MHD express their mutual understanding as follows:

1) The area in need of landscaping and lawn care is shown on the map, attached hereto as Exhibit "A" and made a part hereof, consisting of the dirt and grassy areas contained in the Lawrence Court cul-de-sac island.

2) The City will be responsible for:
   a) managing and maintaining the cul-de-sac on Lawrence Court; and
3) MHD will be responsible for:
   a) the installation and maintenance of the landscaping and lawn in the
described area and the costs for said landscaping and maintenance; and

4) The term of this MOU shall expire fifteen (15) years from the Effective Date.
Thereafter, this MOU will automatically renew on an annual basis for a one (1) year period, unless
either party notifies the other, in writing, of its intent not to renew, by June 30th of such calendar
year.

5) This MOU may be executed in multiple counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same document.

6) This MOU, together with the attached exhibit(s), contains all of the terms and
conditions of the agreement between the parties, and any and all prior and contemporaneous oral
and written agreements are merged herein.

7) This MOU cannot be changed nor can any provision of this MOU, or any right or
remedy of any party, be waived orally. Changes and waivers can only be made in writing, and the
change or waiver must be signed by the party against whom the change or waiver is sought to be
enforced. Any waiver of any provision of this MOU, or any right or remedy, given on any one or
more occasions shall not be deemed a waiver with respect to any other occasion.

8) This MOU shall be binding upon and inure to the benefit of the heirs, executors,
successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first above
written.

CITY OF KENT, OHIO
an Ohio Municipal Corporation

By: ______________________________

Name: ______________________________

Title: ______________________________

MILLENNIA HOUSING DEVELOPMENT
an Ohio Corporation

By: ______________________________

Name: ______________________________

Title: ______________________________

City of Kent Service Director
8111 Rockside Road, Suite 200
c/o 930 Overholt Road
Valley View, Ohio 44125
Kent, Ohio 44240
216-520-1250
330-678-8105