

CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: August 27, 2024

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director

RE: Rental Licensing and Civil Offense KCO Amendments

The City of Kent has been involved in several court cases associated with the rental licensing program administered by the Community Development Department. The Portage County Court of Common Pleas issued an "Agreed Judgment Entry" in November 2023 (Case No. 2022CV00576) that found the City's rental licensing inspection program constitutional but determined the City's practice of certifying excessive unpaid civil offense fines onto the property owner's tax duplicate, when a landlord does not comply with the program, as unconstitutional.

The City still has the right to utilize other legal means to ensure compliance, including but not limited to securing an administrative warrant and/or injunctive relief. In order to ensure these other legal procedures are clearly delineated and to clarify other language associated with the civil enforcement of the rental licensing program, the Law and Community Development Departments developed the attached proposed amendments to the relevant KCO chapters.

I am respectfully requesting time at the September 4, 2024 Council Committee meeting to discuss the attached in greater detail and to request Council authorization, with emergency, of the proposed amendments.

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

Thank you.

Attachment

Cc: Hope Jones, Law Director
Eric Fink, Assistant law Director
Joan Seidel, Health Commissioner
Amy Wilkens, Clerk of Council
Rental Licensing Inspectors (CD & Health Depts.)

930 Overholt Rd., Kent, Ohio 44240 • (330) 678-8108 fax (330) 678-8030 • www.KentOhio.org

1367.98 VIOLATION OF "NOTICE TO TENANTS;" REQUIREMENT IN 1367.02.

Any owner or operator of a residential rental unit in violation of the standards set forth in Section 1367.02 shall be subject to a civil offense in accordance with Section 501.13 of the Codified Ordinances, including the right to notice, the right to answer a charge, the right to appeal, the amount of the fine, and the City's right to have the fine increase, but NOT including the right to a warning under Section 501.13(c) of the Codified Ordinances. Issuing a Notice of Civil Offense does not limit the City of Kent from pursuing any other additional legal remedies not prohibited by ordinance, including but not limited to seeking an administrative warrant and injunctive relief.

(Ord. 2016-40. Passed 4-20-16.)

1367.99 VIOLATING A MINIMUM STANDARD SET FORTH IN CHAPTER 1367.

Any owner or operator of a residential rental unit in violation of the standards set forth in Chapter 1367 other than Section 1367.02 shall be subject to a civil offense in accordance with Section 501.13 of the Codified Ordinances, including the right to notice, the right to answer a charge, the right to appeal, the amount of the fine, and the City's right to have the fine increase. Issuing a Notice of Civil Offense does not limit the City of Kent from pursuing any other additional legal remedies not prohibited by ordinance, including but not limited o seeking an administrative warrant and injunctive relief.

(Ord. 2019-90. Passed 8-21-19.)

501.13 CIVIL OFFENSES.

- (a) <u>Civil Offenses:</u> A property owner who violates a standard of conduct set forth in a section or chapter of the Kent Codified Ordinances listed in Section <u>501.13</u> (b) is liable for the civil offense fine specified in Section <u>501.13</u> (m). Neither the City of Kent, the State of Ohio, the United States Government, nor any other political subdivision, is liable for a civil fine imposed pursuant to this Chapter.
- (b) **Qualifying Civil Offenses:** A property owner who violates a standard of conduct set forth in Sections 505.22, 521.13; 521.15; 521.16; any part of Chapter 551; any Section of Part 11 of the City of Kent Zoning and Planning Code; any Section of Part 13 of the City of Kent Building Code; and/or any Section of Part 14 of the City of Kent Property Maintenance, Housing and Enforcement Code shall be deemed an offending property owner and is liable for the civil offenses specified in Section 501.13 (m n).

(Ord. 2018-117. Passed 10-17-18.)

- (c) <u>Procedures for violations of Section 521.13</u>; any Section of Part 11 of the City of Kent Zoning and Planning Code; any Section of Part 13 of the City of Kent Building Code; and/or any Section of Part 14 of the City of Kent Property Maintenance, Housing and Enforcement Code except Section 1414:
- (1) Unless otherwise exempted by Section <u>501</u>, prior to issuing a Notice of Civil Offense, the City officer or employee charged with enforcement of the Kent Codified Ordinances who observes a violation of Section <u>521.13</u>; any Section of <u>Part 11</u> of the City of Kent Zoning and Planning Code; any Section of <u>Part 13</u> of the City of Kent Building Code (except 1367.02); and/or any Section of <u>Part 14</u> of the City of Kent Property Maintenance, Housing and Enforcement Code (except Section <u>1414</u>), shall provide the offending property owner with a warning.

(NOTE: no amendments to any sections between 501.13(c) and (g) so not copied here)

(g) Answering a Notice of Civil Offense and Hearing for a Civil Offense:

- (1) An offending property owner served with a Notice of Civil Offense charging a civil offense may file a written answer admitting the civil offense. The answer may be delivered in person or mailed to the City of Kent Community Development Department and must be received by the City within ten (10) days from the date of the notice.
- (a) Payment of the civil offense fine specified in the notice shall be deemed an admission of the violation by the offending property owner;
- (b) An answer with a full payment admitting that the offending property owner violated an ordinance with proof of correction shall be evaluated by the Director of Community Development to determine whether the correction was made within the first forty-eight (48) hours of receiving the Notice of Civil Offense. If the correction was made within the first forty-eight (48) hours, the offending property owner will be eligible for a refund of fifty percent (50%) which will be issued within thirty (30) business days of the Director of Community Development's decision.
- (c) An offending property owner who fails to respond within the ten (10) days shall be deemed in default and an admission to the offense by the offending property owner. An offending property owner subject to a civil fine entered after default may request to have the default set aside. A hearing officer may set aside a default on a showing that the offending property owner had no actual knowledge of the Notice of Civil Offense and civil fine or that the default should be excused in the interest of justice.
- (2) An offending property owner served with a Notice of Civil Offense may file a written response to the notice which shall be delivered in person or mailed to the City of Kent Community Development Department and must be received by the City of Kent Community Development Department within ten (10) days from the date of the notice.
- (a) If the written response filed by the offending property owner denies the violation(s) listed in the Notice of Civil Offense, the offending party must submit a request for a hearing or the civil offense remains in effect.

(b) If the offending property owner has taken an administrative appeal authorized by the Kent Codified Ordinances from an order on which the offense was based, the offending property owner may request that the time for answering the Notice of Civil Offense be continued until the appeal has been finally resolved.

Hearings for Civil Offenses:

- (3) An offending property owner who denies the commission of a civil offense may request a hearing before a hearing officer. The request shall be filed with the Community Development Office for the City of Kent which shall set a date for the hearing and notify the offending property owner, in writing, of the date, time and location of the hearing. The hearing may be informal, but all testimony shall be under oath. The hearing officer shall be appointed by the Director of Community Development.
- (4) All hearings shall be scheduled within ten (10) days and will be held within fifteen (15) days from the date the request for a hearing is filed. Any hearing date may be modified if such modification is agreed to by the offending property owner, by the City officer or employee who issued the charge and by the hearing officer, or if such modification is necessary in the interest of justice.
- (5) The hearing officer shall enter into the record of the proceedings the notice of the civil offense and civil fine, the filing of or failure to file an answer, the substance of the answer, a finding of liability, the civil fine due, payments, delinquency and collection charges, and other relevant information.
- (6) The hearing officer shall issue a decision and make findings of fact from the record and conclusions of law in support of the decision within ten (10) days from close of the hearing. The findings and conclusions shall demonstrate that the decision is consistent with applicable laws, ordinances, regulations and the interest of justice. Any unpaid civil fine is due and must be paid within ten (10) days after the date of the hearing officer's decision.
- (7) If the offending property owner has taken an administrative appeal authorized by the Kent Codified Ordinances from an order on which the offense was based, the hearing officer must extend the time for answering the Notice of Civil Offense until the appeal has been finally resolved.

(NOTE: no amendments to any sections between 501.13(g) and (m) so not copied here)

(m) Fines:

- (1) The initial civil offense fine is \$100. This amount is due within ten (10) days of the offending property owner being personally or constructively served with a Notice of Civil Offense.
- (2) A second civil offense, for the same offense with the same offending property owner within two (2) years, fine is \$200.
- (3) A third or greater civil offense for the same offense with the same offending property owner within two (2) years is \$300.

- (4) Unless within ten (10) days of the offending property owner being personally or constructively served with a Notice of Civil Offense the fine is paid or an answer is filed, the civil offense fine shall automatically double on the eleventh day.
- (5) In accordance with Section 501.13 (g)(2)(a), if an individual requests a hearing and fails to attend, the civil offense fine shall automatically double.
- (6) The applicable civil offense fine shall be reduced by fifty percent (50%) if the person documents that the violation has been corrected within forty-eight (48) hours of the notice being posted.
- (7) If the fine is sent for collection, the applicable civil offense fine shall be doubled again plus any additional costs incurred by the City.
- (8) If after twenty (20) days the violation has still not been corrected, the City may hire someone to remove the nuisance, and the actual costs incurred by the City shall be added to the fine.
- (9) Any costs incurred by the City of Kent to abate a violation shall be assessed against the offending property owner. This amount shall not be subject to doubling.
- (10) Each day a property is in violation constitutes a separate offense and may be subject to a separate civil offense fine.
- (11) The Community Development Director shall have the right to reduce a civil offense fine if justice so requires based upon seriousness of the offense, the level of cooperation from the offending property owner, and/or the offending property owner's previous history of compliance.

(Ord. 2016-07. Passed 1-20-16.)



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: August 26, 2024

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director

RE: 252 N. Water Street: Exterior Façade Design Recommendation

The update to the Design Guidelines was adopted on December 20, 2023 and the Design Guidelines became recommendations only for development and sign projects occurring within the "Downtown/West River Overlay District" (Overlay District).

The City sold the property located at 252 N. Water Street on July 23, 2024 to Militello, LLC, and the new owners plan to redevelop the building as an Italian restaurant that will be called Maddalena's. The building is located within the Overlay District and Section 1104.01(C) of the Zoning Code requires that exterior façade alterations in the Overlay District be considered by the Architectural Review Board (ARB) for a Certificate of Appropriateness even though the updated Design Guidelines are now recommendations only. The ARB currently is not an active board, so it does not have a quorum to vote on a recommendation, so a recommendation is needed from Kent City Council.

Attached is a photo of the current façade and a rendering of the proposed exterior façade alterations for Maddalena's, which will include:

- 1. Replacement of one window and altering the existing second window space to the north in order to create two new windows, one of which will serve as a pick-up window at the street level (total of 3 windows once complete);
- 2. Installation of transom windows along the entire front façade above the doorway and windows;
- 3. Replacement of door to the south and removal and closure of second door space to the north with a street level wall panel;
- 4. Installation of a black awning along the entire front façade. Awning will display the name of the restaurant. The proposed awning and sign comply with current Zoning Code regulations;
- 5. Installation of a covered deck and fencing with ingress/egress gate to the street on the building's east and north elevations;
- 6. Restoration of damaged brick and painting of the building in a gray hue.

The proposed exterior façade design alterations are aligned with the recommendations in the current Design Guidelines authorized in December 2023.

I am respectfully requesting time at the September 4, 2024 Council Committee meeting to discuss the proposed exterior façade renovations in greater detail and to request a recommendation from Council on the exterior façade for the property located at 252 N. Water Street.

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

Thank you.

Attachments

Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council
CD Department Planning & Zoning staff





CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: August 26, 2024

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director

RE: TREX Agreement: Beware of the Leopard, LLC

In May of 2013, Council authorized a development agreement with Secret Cellar LLC, to authorize the transfer of a TREX liquor license into the City of Kent for operations in the basement space at 176 E. Main Street. The transferred liquor license was designated for the Secret Cellar, LLC. In 2016, the Secret Cellar sold its business to another business, known as the Franklin Hotel Bar, and the TREX license was utilized by the new business from 2016 until operations ceased in 2020. Another business received Council authorization for a TREX license in 2022, but for legal reasons outside of the City's purview, the business did not remain open.

Acorn At Kent, LLC, the owner of the property, has been in discussions with a new business owner, Beware of the Leopard, LLC, to enter into a lease for the currently vacant space.

Beware of the Leopard, LLC, in partnership with the property owner, Acorn At Kent, LLC, will assume the fixed leasehold improvement assets from the Franklin Hotel Bar, which will ensure that the investment that was considered for the initial TREX request, will remain in place. The new partners anticipate additional investment in the property to complete some minor modifications and establish needed inventory before opening the new business to the public.

I am respectfully requesting time at the September 4, 2024 Council Committee meeting to discuss this matter in greater detail with members of Council and to ask for authorization, with emergency, for the City to enter into a Development Agreement with Beware of the Leopard, LLC in support of the repurposing of the currently vacant commercial space.

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

Thank you.

Attachment

Cc: Hope Jones, Law Director Amy Wilkens, Clerk of Council

Eric Helmstedter, Economic Development Director

930 Overholt Rd., Kent, Ohio 44240 • (330) 678-8108 fax (330) 678-8030 • www.KentOhio.org

DRAFT 8-26-24

DEVELOPMENT AGREEMENT

THIS DEVELOP	MENT AGREEMENT (the "Agreement") is made and entered into this
day of	, 2024, by and between the CITY OF KENT, OHIO, a municipal
corporation duly organize	ed and existing under and by virtue of the constitution and laws of the
State of Ohio and a duly a	dopted Charter (hereinafter referred to as the "City"), and Beware of the
Leopard, LLC, an Ohio li	mited liability company (hereinafter referred to as the "Redeveloper").

WITNESSETH:

WHEREAS, the City has been active in the redevelopment and clearance of underdeveloped, blighted, and deteriorated areas in the City, and in this connection implemented the Downtown Urban Renewal Plan dated January 2001 (the "Urban Renewal Plan"); and

WHEREAS, Acorn At Kent, LLC currently owns the previously redeveloped property located at 176 East Main Street, Kent, Ohio (the "Property") which is an approximately 3,046 square foot retail/commercial space located in the basement, such improvements hereinafter referred to as the "Private Improvements;" and

WHEREAS, Acorn At Kent, LLC, as the owner of the Private Improvements, intends to enter into a lease with the Redeveloper for 176 East Main Street and the Redeveloper intends to use the space as a wine/beer jazz club bar; and

WHEREAS, the City believes that the redevelopment of the Property with the Private Improvements, pursuant to this Agreement and the fulfillment generally of this Agreement, are in the best interests of the City and its residents, and are necessary to provide for the productive development and reuse of property, to provide for the creation of jobs and employment opportunities, and to improve the economic and general welfare of the residents of the City; and

WHEREAS, the City has determined that it is in the best interests of the City and its citizens to aid the Redeveloper in its repurposing of the Private Improvements; and

WHEREAS, the Redeveloper needs to acquire liquor licenses in order to sell wine, beer and spirituous liquor at said location – specifically, D-1, D-2, D-3, D-3A, and D-6 licenses, using the TREX liquor license provisions of Ohio Revised Code § 4303.29.

WHEREAS, the Redeveloper's use of the Private Improvements is dependent upon the City agreeing to accept a transfer of a liquor license from another location in the State to the City (TREX license); and

WHEREAS, the City has previously acknowledged that the Private Improvements at 176 East Main Street, Kent, Ohio is at a minimum amount of \$175.00 per square foot for the completion of the build out of the space, the provided fixtures, a liquor license, inventory and supplies for the wine/beer jazz club bar; and

WHEREAS, pursuant to the provisions of Ohio Revised Code § 4303.29, the City of Kent will only agree to execute this agreement and approve the TREX liquor license, if its approval is required before Redeveloper may transfer the liquor license referred to above to another location and/or to another owner, whether at the same location or another location; and

WHEREAS, the Kent City Council considered the following criteria prior to consenting to entering into this Agreement:

- a) The financial strength of the Redeveloper; and
- b) The amount of monies previously invested into 176 East Main Street, Kent, Ohio; and
- c) The amount of square foot space being repurposed by the Redeveloper; and
- d) The character of the principals of Beware of the Leopard, LLC; and
- e) That it is D-1, D-2, D-3, D-3A, and D-6 licenses being requested.

WHEREAS, the Kent City Council authorized a TREX liquor license transfer policy based upon items listed above; and

WHEREAS, both parties acknowledge that the additions of new venues open for the sale of alcoholic beverages within the City, may cause additional work for the staffs of the Kent City Police Department and Fire Department.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the City and the Redeveloper agree as follows:

Section 1. Redevelopment of the Property.

(a) The Redeveloper agrees to repurpose the Private Improvements thereon consistent with all Federal, State and local laws.

The Redeveloper shall commence the Private Improvements when it is ready to do so and has the necessary approvals from the City.

All of the redevelopment on the Property shall be made in accordance with the Redeveloper's approved Project Plans.

The City and the Redeveloper each shall proceed in good faith and diligently, and in cooperation with the other, to carry out its activities necessary to meet the conditions of the Commencement Date.

The Redeveloper shall give notice to the City within ten (10) days of the occurrence of the Commencement Date. If the Commencement Date has not occurred by the 180 day anniversary of the execution of this Agreement by both the City and the Redeveloper, this Agreement shall terminate, unless that date is further extended in writing by the City and the Redeveloper. Any

such extension must be approved by City Council. If this Agreement terminates because the Commencement Date has not occurred within the permitted period, neither the City nor the Redeveloper shall be deemed to have defaulted hereunder and the sole remedy of the City and the Redeveloper is the termination or extension of this Agreement.

Section 2. Redevelopers Responsibilities.

In exchange for the approval of the transfer of the liquor license into the City by the City Council, described in Section 3 of this Agreement, the City shall permit the Redeveloper to use the property for a wine/beer jazz club bar. The Redeveloper shall:

- a) Repurpose the space at 176 East Main Street, which the City acknowledges has Private Improvements valued at a minimum of \$175.00 per square foot, which monies may include leasehold improvements, in the space consisting of approximately 3,046 square feet.
- b) Continually follow and obey all local, state and federal laws in the redevelopment of the property and in the operation of the wine bar.
- c) Receive the written permission of the City of Kent Council to transfer said license to a new location and/or to a new owner at the same or different location.

Section 3. Responsibilities of the City.

- a) The City, in exchange for the Redeveloper performing the requirements listed in Section 2, above, shall conditionally approve the transfer of a liquor license into the City of Kent pursuant to Ohio Revised Code § 4303.29, in the name of the Redeveloper, for location at 176 East Main Street, Kent, Portage County, Ohio.
- b) The City, upon written request from the Redeveloper, shall review any proposal to relocate the said liquor license to a different location within the City of Kent, or to transfer said liquor license to a different owner at the same or different location within the City of Kent. The City shall approve the transfer and/or relocation of the license within the City, if the City Council, after reviewing the following criteria, to see if the new owner will provide some or all of the following:
 - i) The financial strength of the proposed new owner is adequate to complete the new redevelopment criteria; and
 - ii) The amount of monies, if any, being invested into the new location in Kent, Ohio meet or exceed those expended by this Redeveloper; and
 - iii) The amount of square foot space being redeveloped by the new owner; and
 - vi) The character of the person or people constituting the new owner shall be upstanding; and

v) That it will sell wine, beer and spirituous liquor at said location – specifically, D-1, D-2, D-3, D-3A, and D-6 licenses are being transferred.

Said consent shall not be unreasonably withheld.

Section 4. Assignment or Sale of Liquor License.

The liquor license in question may only be transferred by the Redeveloper with the consent of the City as outlined in Section 3.

Section 5. Remedies.

- (a) General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by the Redeveloper, or any successor, the City may, upon written notice to the Redeveloper proceed to revoke the approval of the transfer of the liquor license into the Kent City limits within thirty (30) days after receipt of such notice. In case such action is taken by the City and the default or breach is not diligently pursued by the Redeveloper to cure the default or breach within a reasonable time, the City may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations; or to revoke the approval of the transfer of the liquor license into the City, mandating the closing of the wine bar and the relocation of the liquor license to a location outside of the City limits.
- (b) Force Majeure. Neither the City nor the Redeveloper shall be considered in default in its obligations to be performed hereunder, other than for the payment of money, if delay in the performance of such obligations is due to causes beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the federal or State government, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, or other events beyond the reasonable control of a party and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within 30 days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other party in writing of the duration of the delay.

Section 6. Conflict of Interest; City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No

member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

Section 7. Notice.

- (a) A notice, demand, or other communication under this Agreement by either the City or the Redeveloper to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and
 - (i) in the case of the Redeveloper is addressed to or delivered personally to the Redeveloper at:

Beware of the Leopard, LLC. 133 N. Pearl Street Kent, Ohio 44240 ATTENTION: Derek Salustro

(ii) in the case of the City, is addressed to or delivered personally to the City at:

City Manager 301 S. Depeyster Street Kent, Ohio 44240

with a copy to the Law Director at 320 S. Depeyster Street, Kent Ohio.

or at such other address with respect to either the City or the Redeveloper may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8. Counterparts.

This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9. Jurisdiction.

The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in a court of record in Portage County, Ohio or in the courts of the United States of America located in such state or commonwealth.

Section 10. Captions.

The captions to the section of this Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions of this Agreement.

Section 11. Severability.

The parties hereto intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Agreement is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of the City and Redeveloper under the remainder of this Agreement shall continue in full force and effect.

Section 12. No Oral Modification.

This Agreement may not be modified or discharged orally, but only by an agreement in writing signed by the City and Redeveloper.

Section 13. Costs of Enforcement.

Redeveloper agrees to pay the costs and expenses, including but not limited to reasonable attorneys' fees and legal expenses incurred by City in the exercise of any right or remedy available to the City under this Agreement.

IN WITNESS WHEREOF, the City of Kent, Ohio and ACES ENTERPRISE, LLC have each caused this Agreement to be duly executed in its behalf, on or as of the day and year first above written.

City of Kent, Ohio	
By	
Dave Ruller, City Manager	
Beware of the Leopard, LLC	
By	,

STATE OF OHIO)	
COUNTY OF PORTAGE)SS: E)	
RULLER, the City Managinstrument as the fully aut	ger for the City of Ken horized officer of said (r said County and State, personally appeared DAVID at, Ohio, who acknowledged that he signed the foregoing City of Kent, Ohio, a municipal corporation of the State of and his free act and deed, respectively, as such officer and
		nto set my hand and official seal at
Ohio, this da	y of	, 2024.
		NOTARY PUBLIC
STATE OF OHIO)	
COUNTY OF)SS:)	
	, Derek	d for said County and State, personally appeared Salustro, the Managing Member of Beware of the any, who acknowledged that he did sign the foregoing
		e act and deed of himself and of the company.
	HEREOF, I have hereury of	nto set my hand and official seal at, 2024.
		NOTARY PUBLIC
APPROVED AS TO FO	RM:	
Hope Jones, Law Director City of Kent	•	

Kent Police Department

MEMORANDUM

To: Council

From: Chief Nicholas Shearer

Date: August 26, 2024

Subject: Budget Amendment for 911 Fund Project

This memorandum is to serve as a request for a budget amendment to 1) purchase a recorder for our 911 lines and dispatch consoles, 2) the IntelliComm system which will integrate emergency medical dispatch information into our computer aided dispatch system, and 3) new microphones for our current dispatch system. These three projects are all capital projects that will put our dispatch center on the cutting edge of dispatching technology. To fund these projects, I am requesting a budget amendment in the Wireless 911 Fund to contract with these companies for the appropriate software and hardware necessary to upgrade the 911 system. The funds in our Wireless 911 Fund are only available for use to upgrade our 911 system capabilities, which all these projects are in line with. Attached to this memo, you will find a detailed description including proposals from the vendors we intend to purchase this equipment from.

The recorder project through Eventide is an upgrade to our existing system, therefore, Eventide is a single source vendor which will require the waiver of competitive bidding. I am requesting council approve this project and waive competitive bidding to allow staff to award this contract to Eventide.

I am also requesting that Council allow the Budget & Finance Director to appropriate the funds as follows:

The total cost of this project is \$184,333-84 and should be appropriated to account line 129-01-510-102-7680.

The IntelliComm system project is \$34,000 and should be appropriated to account line 129-01-510-102-7680.

The Motorola project is \$2,175.32 and should be appropriated to account line 124-01-510-103-7440.



Leaders in Public Safety Communications

APCO IntelliComm® Guidecard System

APCO International 351 N Williamson Blvd Daytona Beach, FL 32114 386-322-2500

Order Number: 00003575

Date: 7/26/2024

Expiration Date: 09/26/2024

Prepared For: Jennifer Ennemoser

Kent Police Department - OH 301 South Depeyster Street, Kent, OH 44240 (330) 676-7511

IntelliComm & Guidecard Products

Quantity	Product Name	Sales Price	Total Price	
4	IntelliComm Software (per position)	\$5,000.00	\$20,000.00	
1	IntelliComm Implementation (4 positions)	\$14,000.00	\$14,000.00	

Your center will be invoiced for the products and amount indicated in this order form upon the completion of the Software End User Agreement or APCO EMD Agreement, where applicable.

> Shipping & Handling: **Grand Total:**

\$0.00

On-Site IntelliComm Software Training- The cost of the training is \$4,500 for one day, and \$1,000 for each additional day up to a maximum of five days. The training is limited to 15 attendees.

Recurring Annual Maintenance

24/7/365 Maintenance - 20% of each software position cost. (Prorated from UAT Acceptance date to the first day of your fiscal year). At the beginning of your fiscal year, you will then owe 12 months of maintenance (20% of software position cost X positions).

Ancillary Cost

APCO IntelliComm Guidecard System is designed for all three disciplines to always be available on screen, making it easy to access all disciplines. If you do not want all three to be available on screen, APCO will turn off the others. If you need one or more disciplines turned on in the future, APCO will do that for an additional cost. Agency will be responsible for any CAD expenses required to interface to the new disciplines. Indicate which disciplines your agency takes calls for service.



Turning on disciplines in the future will result in additional fees. Agency will be responsible for any CAD expenses required to interface to the new disciplines.

CAD Interface

The agency and the agency's CAD vendor will be responsible for development and cost of the interface that enables the agency's CAD system to communicate with the IntelliComm™ software.



APCO IntelliComm® Guidecard System & EMD Program

APCO International 351 N Williamson Blvd Daytona Beach, FL 32114 386-322-2500 Order Number: 00003575

Date: 7/26/2024

Expiration Date: 09/26/2024

Prepared For: Jennifer Ennemoser

Kent Police Department - OH 301 South Depeyster Street, Kent, OH 44240 (330) 676-7511

Ship To		Bill To			
Name	lame Kent Police Department - OH		Kent Police Department - OH		
Address	301 South Depeyster Street	Address	301 South Depeyster Street		
City / State / Zip Kent OH 44240		City / State / Zip	Kent OH 44240		
		Contact Email	ennemoserjk@kent-ohio.org		

Authorized Signature:

Printed Name:

Jennifer Ennemoser

ORDER FOR PRODUCTS & SERVICES DO NOT PAY

Quotation Prepared by: Shellie Johnson IntelliComm Sales Manager (386) 944-2471 johnsonsh@apcointl.org



Proposal

Kent PD

Eventide Logging Recorder Project

April 17, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc. 500 W Monroe Street, Suite 4400 Chicago, IL 60661-3781

April 17, 2024

Jennifer Ennemoser Kent PD 301 South Depeyster Street Kent, OH 44240

Subject: Eventide Logging Recorder

Dear Jennifer,

Motorola Solutions, Inc. ("Motorola") appreciates the opportunity to provide Kent PD quality communications equipment and services. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of hardware, software and services. Specifically, this solution provides:

Program, Configure and Install Eventide Recording Solution

Motorola Solutions' proposal is conditional upon Kent PD's acceptance of the terms and conditions of the attached Communications System and Services Agreement, or a negotiated version thereof. Pricing will remain valid for 90 days from the date of this proposal.

Any questions Montgomery County has regarding this proposal can be directed to Chris Pfaff, Account Executive at 216-409-8806 or Christopher.pfaff@motorolasolutions.com

Our goal is to provide Kent PD with the best product and services available in the communications industry. We thank you for the opportunity, and we hope to strengthen our relationship by implementing this solution.

Sincerely,

David Shelton Sr. Customer Support Manager Motorola Solutions

PROJECT SUMMARY

Kent PD has requested that Interaction Insight Corporation (IIC) and Motorola Solutions provide an Eventide DX recording system designed to record their radio transmissions. System installation and training are included in this proposal.

This document provides a written SOW for this project and defines the deliverables, hardware and infrastructure requirements, the implementation schedule, and other considerations.

IIC/Motorola agrees to fully deliver and install the recording system, hardware, software, and decided-upon accessories detailed on the sales order. IIC/Motorola will ensure the system functions correctly with the customer's equipment and infrastructure. IIC/Motorola will train all necessary personnel set forth by the client to a level satisfactory to their standards. IIC/Motorola will provide support and maintenance as required for the first year (and beyond if agreed upon and purchased by the customer).

The new Eventide NexLog 740 DX Series recording system/s proposed will be equipped to record all channels described in our meeting and conference calls.

SOLUTION OVERVIEW

This Scope of Work (SOW) document defines the services and deliverables that will be provided by Interaction Insight Corporation (IIC) for the implementation of a new Eventide NexLog DX-Series Voice Recording Solution at the **Kent PD.**

The Eventide NexLog DX-Series is a Linux-based recording solution that will work with the County's Motorola Archive Interface Server (AIS) system to record and archive each of the County's audio voice transmissions, including all call-related metadata information. The 3U Eventide server will have two 2TB Hot Swappable Hard Drives set up in a RAID 1 array for storage. User playback is performed via the MediaWorks HTML5 web browser that will provide users with tools to search, replay, instantly access recently recorded calls, live monitor, reconstruct incidents, and export calls for necessary records requests.

The project consists of the following products and services:

- Motorola Astro P25 Upgrade Licenses and Equipment:
 - o 8 VoIP Talk Paths (RoIP) w Astro Licenses
 - Motorola Astro P25 Integrations
 - 2 Port DVSI Decoder for Playback

- Equipment staging, shipping, and delivery
- Project management
- System programming

ASSUMPTIONS/LIMITATIONS

- 1. IIC/Motorola reserves the right to make final decorative and functional design changes necessary to meet the objectives outlined in this SOW and to preserve current functionality within the product.
- 2. The customer is responsible for purchasing and installing all hardware and software needed to meet the needs of this project outside the SOW.
- 3. Functionality not explicitly listed in this SOW or the proposal must be revised. Additional functionality may require additional funding.

PROPOSAL

Qty	NexLog 740 DX-Series Recording Solution - System Hardware & Software	Part No.
1	Additional Internal IP G.711 8-Channel license pack	DX939
1	Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	271141
1	Integration to Motorola ASTRO 25 system - Initial ASTRO version - SINGLE AIS	209220
1	DVSI 2-Port USB Decoder Unit for Motorola Astro P25 - Max 8	324720
1	Initial license processing, handling and management per end user for Motorola Astro P25 (Manadory - Non-Discountable)	115015

SUPPORT COST & DESCRIPTION

The provision of Bronze Support Services for the Kent PD, where IIC will provide the 9 AM – 5 PM Support Package based on the terms and conditions set out below. As used herein, the term System shall refer to the equipment outlined in the Pricing Section of this proposal.

- a. Remote Support: Advice and assistance via telephone, internet, and e-mail are available during regular business hours, Monday through Friday, 9:00 AM to 5:00 PM EST, with a 4-hour response time. After-hours services are not part of this Agreement.
- b. Onsite Support: Onsite services are included as part of this Agreement but are available during regular business hours; onsite services performed after hours and on weekends are billable at \$275 per hour for services performed.
- c. Hardware Warranty: SCA will repair or replace any defective hardware components during the terms of this Agreement. Please Note: This Agreement does not cover archive drives, and cables are considered disposable products. This Agreement does not cover lost dongles. This Agreement does not cover components damaged by acts of God (i.e., fire, lighting, and water damage). If necessary, the licensee will be responsible for shipping charges to IIC. Return shipping will be covered under this Agreement.

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- d. Software Maintenance: You have the latest software license release with your Eventide recording system. During the terms of this agreement, IIC will provide all feature packs and service repairs, if deemed necessary, including installation, for your release at no extra charge. Please note that this agreement does not cover new major software releases and is considered software upgrades that must be purchased.
- e. Preventative Maintenance: One preventative maintenance inspection will be performed via remote access connection per annum at no additional charge.

PARTIES RESPONSIBILITIES

Kent PD's Responsibilities

- A Primary System Administrator (SA). This primary SA will be the IIC contact for all
 operational issues that require IIC support and will be trained on the administrative
 software. Having a primary point of contact on-site for any questions and issue
 resolution is our mutual benefit.
- Customer must provide network connection to the 2 other remote location utilizing the AIS Talkgroups
- Customer must complete and return the attached Kent PD IIC Motorola P25 CRQ document.

IIC/Motorola Responsibilities

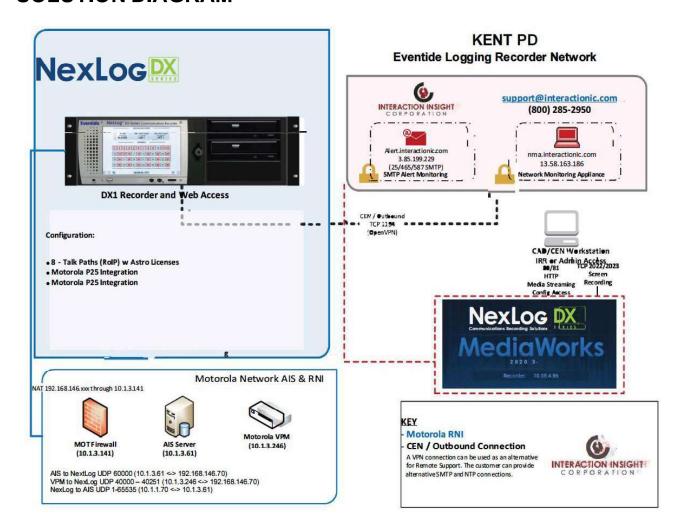
- Deliver related hardware and software to meet the specifications agreed upon in the statement of work and proposal.
- Provide a project manager and assigned staff for the project.
- Provide associated follow-up for the project.
- Free Unlimited Onsite, Remote, and Web-based Training, as long as the Kent PD is a Customer of IIC.
- Provide continued software/hardware maintenance and support to the customer by their established General Maintenance Agreement.
- Install and configure the AIS server and firewall and assist with connection to the recording system.
- Confirm network connections

ESTIMATED TIMELINE

Estimated completion is 8-12 weeks once we receive Purchase Order.

**The installation is included in the below pricing, providing all telephone/radio audio inputs are terminated to the blocks we provide. It will be necessary for you to supply the proper audio, AC, and data connections to the system's physical location and the necessary LAN and telephony interface components. Installation is expected to occur during M-F 9-5. If outside these hours additional charges may apply.

SOLUTION DIAGRAM



SYSTEM OVERVIEW

1. OVERVIEW

Motorola is pleased to present this proposal to provide Motorola Archiving Interface server software and a Firewall to interface with a Kent PD Supplied trunked logging recorder. The existing customer provided VPM and the PC are required for the Archiving Interface Server to work. Motorola understands that Kent PD will be supplying an MCC 7500 Voice Processor Module and the PC at the current release. The existing VPM will be loaded with the proposed voice encryption upgrade. The encryption algorithms to be added to the Voice Processor Module are DES-XL and AES.

The Archiving Interface Server (AIS) provides an interface between the radio system and a 3rd party logging recorder. The AIS provides flexible, high-quality archiving services for audio and data associated with various types of calls and events associated with radio resources. The AIS is a server which allows an IP-based logging recorder to "log onto" the radio system and request IP talkgroup and IP conventional channel audio be directed to it for recording. Once configured by the logging recorder, the AIS sends the audio and any information associated with the call to the recorder.

The user can configure the IP Logging Recorder to monitor and record a set of radio system resources (IP trunked or IP conventional). The AIS monitors the identified resources, passes call-control information to the logging sub-system via an API, and redirects audio for those monitored channels to the logging sub-system via the LAN. The logging recorder then records this information to its storage media.

The AIS is comprised of a personal computer and a Voice Processing Module (VPM) (The PC and VPM provided by Kent PD). Both the PC and the VPM have separate connections to the console site LAN switch. The VPM communicates with the AIS PC via Ethernet. There is no direct physical connection between the VPM and the PC.

Secure calls can be handled in one of two ways in a radio system that employs encryption. The AIS can be configured to decrypt a secure call and pass the clear audio to the recorder along with the call control information. Or, it can be configured to only pass the call control information to the recorder and not pass any audio. This configuration is under the control of the customer.

2. EQUIPMENT OVERVIEW

1. Archiving Interface Server Equipment Overview

The proposal for Kent PD includes one AIS server that is to be installed on the existing MCC7500 console LAN.

- The AIS equipment is expected to be rack-mounted in an existing rack provided in the equipment room. This rack is assumed to be 19 inches wide.
- No additional connectivity to the Master site will be required.

 DES-XL encryption Algorithm is included to be loaded on the existing KVL 4000 and then loaded into the VPM. It is assumed that AES encryption Algorithm is existing and will be loaded into the VPM as well.

Since the AIS will be installed on the Radio Network on Kent PD's existing MCC7500 LAN but the logging recorder will be installed on the City's enterprise network; a firewall is required. Motorola has included a Juniper Firewall for the interface between the AIS and the City supplied trunked logging recorder. This firewall will be set up in accordance to the requirements set forth by the logging vendor. Motorola has only included the firewall required between radio dispatch computer network and the network that will have the logging recorder.

2. Archiving Interface Server Session Limitations

The AIS functions as a trunked resource, much like a trunking RF site. The number of radio resources the AIS is programmed to record can exceed its simultaneous transmissions capacity, just like the number of talkgroups at an RF site can exceed the number of channels available at the site. The difference between the two is that the AIS begins to shed transmissions based on the priority of the transmissions whereas the trunking system busies transmissions when the capacity of the RF site is exceeded. No indication to the talking parties is provided if a transmission is shed. If shedding transmissions is not acceptable, then the number of resources the AIS is programmed to record should not exceed the capacity of the server.

If both clear and encrypted talkgroups are present in a VPM-based AIS, the AIS overall capacity is defined by the algorithm with the lowest capacity. The following formula governs the **simultaneous** processing capacity of the AIS:

```
(# of clear calls) + 2 \times (\# \text{ of encrypted calls}) \le 120
```

The (# of encrypted calls) must be less than or equal to the lowest capacity limit of the algorithms that are present in the AIS.

3. Archiving Interface Server Application Programming Interface (API)

The MCC 7500 AIS is used with a 3rd party logging recorder system. The interaction between the AIS and the recorder system is based on an Application Programming Interface (API) designed by Motorola. The recorder system uses the API to specify which talkgroups it wishes to record. The AIS uses the API to pass call control information and vocoded audio packets associated with radio calls to the recorder system via the LAN for storage and retrieval.

Keeping the audio in its vocoded format allows the recorder to store it in the exact form in which it was passed through the radio system. This completely eliminates any degradation of the audio quality due to compression techniques used by most recorder vendors.

1. Supported Call Types and Events

The following types of radio system calls are capable of being processed via the AIS:

- 1. Trunking Talkgroup Call
- 2. Trunking Announcement Group Call
- 3. Trunking Emergency Call

The following types of trunking radio system events are capable of being processed via the AIS:

- 1. Emergency Alarm
- 2. Emergency Acknowledge
- 3. Emergency Knockdown
- 4. Repeater On/Off
- 5. System Access Priority Selection (Tactical/Normal)

Kent PD is responsible for working with their logging vendor to interface to the AIS using the API to meet their logging requirements especially as it pertains to additional information logged besides the audio.

4. Design Assumptions

- This proposal does not include any spares.
- This proposal includes the addition of on encryption algorithm only (DES-XL).
- This proposal does not include any racks/shelves or mounting kits. The existing rack space will be reused for the new proposed equipment
- This proposal does not include any KVM monitors. It is understood that the existing monitor will be shared across the existing CAM and the new AIS.

EQUIPMENT LIST

1. AIS EQUIPMENT LIST

LINE ITEM	QTY	NOMENCLATURE	DESCRIPTION
1	1	B1905	MCC7500 ASTRO 25 SOFTWARE
2	1	B1933	MOTOROLA VOICE PROCESSOR MODULE
2a	1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
2b	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
2c	1	CA00143AC	ADD: DES-OFB ALGORITHM
2d	1	CA00182AB	ADD: AES ALGORITHM
2e	1	CA00245AA	ADD: ADP ALGORITHM
2f	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
3	1	T8742	MCAFEE FOR WINDOWS CLIENT, A2019.2
4	1	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE
5	1	T8639	JUNIPER FIREWALL APPLICATION
6	1	BLN1297	VPM POWER SUPPLY MOUNTING KIT
7	1	CLN1868	2930F 24-PORT SWITCH
8	1	DSCL5708IN	ATEN 8-PORT 19IN LCD INTEGRATED KVM USB/PS2 COMBO
9	1	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK
10	1	BLN1297	VPM POWER SUPPLY MOUNTING KIT

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WARRANTY/MAINTENANCE

1. WARRANTY SUPPORT SERVICES

The Year 1 services for the proposed new equipment include the same customized services as those that are separately contracted for the existing dispatch site.

Services proposed for add-on equipment assumes and requires the existing dispatch sites and system to separately include and be contracted for the same services and for the same duration as proposed.

PRICING

Project Scope Statement

Description		Final Price
System Hardware and Software		\$ 89,505.00
Services and Installation		\$ 13,692.30
Maintenance Agreement and Support (Year 1)		\$ 6,665.54
VPM/AIS/FW Equipment and Warranty		\$ 74,471.00
TOTAL		\$184,333.84

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Kent PD ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1.	EXHIBITS.	The Exhibits	listed bel	ow are	exhibits	related	to	the	System	sale	and
impleme	entation. These	Exhibits are inc	orporated ir	nto and i	nade a pa	rt of this	Agr	eeme	ent.		
Exhibit A	Գ "Motorola S	oftware License	Agreemer	ıt"							
Exhibit E	B "Payment"										
Exhibit (C Technical a	and Implementat	ion Docum	ents							
	C-1	"System Descr	iption" date	d							
	C-2	"Pricing Summ	ary & Equip	oment Li	st" dated .				_		
	C-3	"Implementation	n Statemer	nt of Wo	rk" dated ₋				_		
	C-4	"Acceptance T	est Plan" oi	"ATP" (dated						
	C - 5	"Performance	Schedule" o	lated							
Exhibit ["System Acceptance Certificate"										

- 1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.
- 1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- "Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.
- "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to

Communication System and Services Agreement v.5.25.2023

recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

- "Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.
- **"Deliverables"** means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.
- "Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.
- "Effective Date" means that date upon which the last Party executes this Agreement.
- **"Equipment"** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- "Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.
- **"Force Majeure"** means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.
- "Motorola Software" means software that Motorola or its affiliated companies owns.
- "Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.
- "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- "Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.
- **"Proprietary Rights"** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- "Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum

and/or SOW.

- "Software" (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.
- "Software License Agreement" means the Motorola Software License Agreement (Exhibit A).
- "Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.
- "Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.
- **"Solution Data"** means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.
- **"Specifications"** means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- "SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.
- **"Subsystem"** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- "System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.
- "System Acceptance" means the Acceptance Tests have been successfully completed.
- "System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.
- **"Warranty Period"** for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform

this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

- 3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.
- ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the 3.4. Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en us/registration and the shop support telephone number is (800) 814-0601.
- 3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.
- 3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.
- 3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.
- 3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License

Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

- 4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.
- During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP https://www.motorolasolutions.com/content/dam/msi/secure/services/software policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

- 4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.
- 4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.
- 4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.
- 4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found

to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

- 4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.
- 4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.
- 4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.
- 4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.
- 4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

- 6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.
- 6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is \$184,333.84. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

- 6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.
- 6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.
- 6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: Jennifer Ennemoser

Address: 301 South Depeyster Street

Phone: 330-673-7732

INVOICE. To receive invoices via email: ustomer Account Number:
ustomer Accounts Payable Email:
ustomer CC(optional) Email:
ne address which is the ultimate destination where the Equipment will be delivered to Customer in ame:
ldress:
ne Equipment will be shipped to the Customer at the following address (insert if this information is known ame:
ldress:
none:

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

- 7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.
- 7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

- 9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.
- 9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.
- 9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.
- 9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or

Customer changes to load usage or configuration outside the Specifications.

- 10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.
- 10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.
- 10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.
- 10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.
- 10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.
- 10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.
- 10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS

AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

- 11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.
- 11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

- 12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.
- 12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.
- 12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.
- 12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.
- 12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either

Party.

Section 13 DEFAULT AND TERMINATION

- 13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.
- 13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

- 14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.
- 14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer

by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

- 14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.
- 14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.
- 14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death. Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

- 16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.
- 16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.
- 16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.
- 16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.
- 16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.
- 16.4 DATA AND FEEDBACK.
- 16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created

solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

- 16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").
- 16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

- 17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.
- 17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- 17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.
- 17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority

to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

- 17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.
- 17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.
- 17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.
- 17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.
- 17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

- 17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.
- 17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

motorola colationo, moi	
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
	Exhibit A
MOTOROLA S	OFTWARE LICENSE AGREEMENT
This Exhibit A Motorola Software License ("Motorola"), and	Agreement ("Agreement") is between Motorola Solutions, Inc
For good and valuable consideration, the	parties agree as follows:

Customer

Section 1 DEFINITIONS

Motorola Solutions Inc.

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).
- 3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

- 4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.
- 4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software, (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain: (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.
- 4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.
- 4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

- 6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, errorfree, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.
- 6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.
- 6.3. Warranty claims are described in the Primary Agreement.
- 6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

- 8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.
- 8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and

that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

- 9.1 This Section 9 only applies to U.S. Government end users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.
- 9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

- 13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.
- 13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including

export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

- 13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.
- 13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.
- 13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.
- 13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.
- 13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.
- 13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.
- 13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 50% of the Contract Price due upon contract execution (due upon effective date);
- 2. 50% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types						
Levels	Project Management	System Engineering	System Technologist	Project Administration			
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00			
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00			
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00			
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00			

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name:	
Project Name:	
This System Acceptance Certificate memorializes the Customer acknowledge that:	occurrence of System Acceptance. Motorola and
 The Acceptance Tests set forth in the Acceptance Te The System is accepted. 	est Plan have been successfully completed.
Customer Representative:	Motorola Representative:
Signature: Print Name: Title: Date:	Signature: Print Name: Title: Date:
FINAL PROJECT ACCEPTANCE: Motorola has provided and Customer has received all owork required for Final Project Acceptance.	
Customer Representative:	Motorola Representative:
Signature: Print Name: Title: Date:	Signature: Print Name: Title: Date:



500 W. Monroe Chicago Illinois 60661 USA

Bill To

City of Kent PD

319 S Water St

Kent, OH 44240

ATTENTION: Capt Ennemoser

Ship To:

City of Kent PD 319 S Water St Kent, OH 44240

ATTENTION: Capt Ennemoser

QUOTE #	Q428
CASE #	
QUOTE DATE:	1/26/24
EXPIRY DATE	4/26/24
CUSTOMER NUMBER	1000309684
SITE NAME	City of Kent PD

ITEM	MODEL NUMBER	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
1	MBMN1000E	MCC 7500 Boom Mic	\$543.83	4	\$2,175.32
			EQUIPMENT SI	S & H	\$2,175.32 No Charge \$2,175.32

QUOTE VALID FOR 90 DAYS

TERMS: NET 30 DAYS FROM SHIP DATE

-1/31/24 - Emailed re: Model # +
returning others
- 4/4/24 - Sent to 201

Melina Buechler

1/26/24

DATE

Melina Buechler **MOTOROLA SOLUTIONS**

melina.buechler@motorolasolutions.com



CITY OF KENT, OHIO DEPARTMENT OF BUDGET AND FINANCE Rhonda C. Hall, CPA, Director

To: Dave Ruller, City Manager

From: Rhonda C. Hall, CPA, Director of Budget and Finance

Date: August 22, 2024

Re: Request Council Resolution to Certify Amounts and Rates for 2025

Please find attached a draft resolution accepting the amounts and rates of the City's various tax levies as determined by the Portage County Budget Commission, and further authorizing the necessary tax levies and certifying them to the Portage County Auditor. This is a recurring process that is required by Ohio Revised Code, Sections 5705.34 & 5705.35 to be submitted to the County Auditor before October 1st of each year.

I am respectfully requesting City Council's approval of this resolution as an authorized agenda item at the September 4, 2024 City Council Meeting.

Thank you in advance for your support of this request and the action being sought. Should there be any questions regarding this matter I would certainly be happy to respond accordingly.

RESOLUTION NO. 2024-xxx

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR (CITY COUNCIL)

Revised Code, Secs. 5705.34 & 5705.35

	11 of the City of Ke			, Portage County, Onio, met in
	session on the Kent City Council	18tn	aay	of <u>September</u> , <u>2024</u> at the with the following members present:
	Trent city council			with the following memoers present.
Mr	moved the	adoption of	the follo	owing Resolution:
adopted a and	The state of the s			th the provisions of law has previously commencing January 1 st , 2025
tax necessa	eon to this Council together	with an estinctly and wha	mate by	Portage County, Ohio has certified its the County Auditor of the rate of each tereof is without, and what part within
Ohio, that and the san	RESOLVED, By the Control the amounts and rates, as define are hereby accepted; and	ouncil of the etermined by be it further	City of the Bud	, Portage County lget Commission in its certification, be
the rate of	-		•	evied on the tax duplicate of said City out the ten mill limitation as follows:

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES Rev. Code Sec. 5705.34 & 5705.35

Rev. Code Sec. 5/05.34 & 5/05.35 Office of the Budget Commission, Portage County, Ravenna, Ohio

To the Taxing Authority of:

KENT CITY

SCHEDULE A

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

FUND	AMOUNT APPROVED BY BUDGET COM- MISSION INSIDE 10 M. LIMITATION	AMOUNT APPROVED BY BUDGET COM- MISSION OUTSIDE 10 M. LIMITATION	COUNTY ESTIMATE RATE TO INSIDE 10 M. LIMIT	AUDITOR'S OF TAX BE LEVIED OUTSIDE 10 M. LIMIT
	Column I	Column II	III	IV
General	\$ 1,713,763	\$ 340,101	3.6 & 0.9	1.16
Police Pension	147,484		0.30	
Fire Pension	147,484		0.30	
West Side Fire Station		267,500		0.73
Recreation		1,232,242		3.45
TOTAL	\$ 2,008,731	\$ 1,839,843	4.2 & 1.5	5.34

\$ 3,848,574

COUNTY AUDITOR'S ESTIMATE

\$491,613,230

	T	Ψ+31,013,230
COUNTY AUDITOR'S ESTIMATE	OF RATE IN MILLS	
Kent City	Field LSD	Kent CSD
LEVIES INSIDE OF 10 MILL	LIMITATION	
County	2.00	2.00
City	1.50	4.20
School	6.50	3.80
JVS		
TOTAL:	10.00	10.00
LEVIES OUTSIDE OF 10 MILL	LIMITATION	
County	12.12	12.12
City	5.34	5.34
School	58.82	105.75
JVS	4.00	0.00
Library	0.00	1.80
Portage Park District	1.00	1.00
TOTAL:	81.28	126.01
TOTAL LEVIES:	91.28	136.01

Tax estimates as they will appear on the 2025 Official Certificate of Estimated Resources.

General Fund	\$ 2,053,8	64
Police Pension	147,4	34
Fire Pension	147,4	34
Westside Fire Station	267,5	00
Recreation	1,232,2	<u> 12</u>
Tax Revenue Estimate	\$ <u>3,848,5</u>	<u>74</u>

SCHEDULE B

LEVIES OUTSIDE 10 mill limitation

Levy Purpose	Date of Vote & Duration of Levy		Maximum Rate Authorized to be Levied	Estimate	Auditor's of Yield of evy
General	03/17/20	5 years	1.16	\$	340,101
West Side Fire Station	11/03/20	5 years	0.73		267,500
Recreation	11/03/15	Cont	1.00		366,438
Recreation	11/03/15	Cont	0.43		157,568
Recreation	11/03/09	Cont	0.50		184,268
Recreation	11/07/06	Cont	1.52		523,968

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CERTIFICATE OF COPY ORIGINAL ON FILE

The State of Ohio, Portage County.								
I,, Clerk of the Council of the City of								
in said County, and in whose custody the Files a	and Records of said Council are requi	red by the						
laws of the State of Ohio to be kept, do hereby ce	rtify that the foregoing is taken and co	opied from						
the original								
now on file, that the foregoing has been compared same is a true and correct copy thereof.	l by me with said original document, a	nd that the						
WITNESS my signature, this day of								
	Clerk of Council							
		City						
	Portage County, Ohio	·						
RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.								
(City Council)								
Filed,								
County Auditor								

Kent Police Department

MEMORANDUM

To: Dave Ruller, City Manager

Kent City Council

From: Chief Nicholas Shearer

Date: July 16, 2024

Subject: School Resource Officer Program Renewal

This memorandum is to serve as a request for a continued partnership with the Kent City Schools for the School Resource Officer Program. Police representatives have met with school representatives to discuss the 2024-2025 school year contract. The SRO salary will be the responsibility of the City of Kent when school is not in session.

The Kent Police Department and the Kent City Schools administration agree that Officer Dominic Poe will continue in his role as the resource officer.

Items to Note:

- The period in which Officer Poe will work at KCSD is August 19, 2024-June 2, 2025
- KCS is billed quarterly for the Officer's (wages, benefits, insurance, etc)
- Average yearly costs to KCS reimbursed to the city of Kent is estimated at \$100,000

CITY OF KENT DEPARTMENT OF PUBLIC SERVICE DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller

Amy Wilkens

FROM: Jim Bowling

DATE: July 26, 2024

RE: Safe Routes to School – School Travel Plan

The Service Department is requesting council time and approval of the attached School Travel Plan (STP). The STP was created in conjunction with the Kent School District (KSD) and incorporates significant public input. Public input was received from caregiver surveys, a stakeholder meeting, school administration meetings, walk audits and a public open house held at Theodore Roosevelt High School. The recommendations in the STP include infrastructure and non-infrastructure recommendations and are shown on pages 32-45 of the STP. A highlight of some the STP recommendations include:

- Improve Hudson Road by filling in gaps on the west side of Hudson Road and providing safe crosswalks
- Intersection improvements at SR 43 at River Bend Blvd.
- Implement the Lake Rockwell Trail
- Install a Safety Town at Holden Elementary
- Increase speed enforcement in school zones

A key purpose of the STP is that items included in the plan are eligible for federal funding through the Ohio Department of Transportation (ODOT). The funding is limited but can provide up to \$500,000 for infrastructure projects and up to \$60,000 for non-infrastructure programs. To be eligible for the funding, Kent City Council and the Kent School Board need to approve the plan for submittal to ODOT. The Kent School Board will be presented with the STP for approval at their next meeting in September.

Thank you for your time and consideration of this request.

C: Melanie Baker Hope Jones Hallie Stone Rhonda Hall Jon Giaquinto Cathy Wilson

CITY OF KENT

SAFE ROUTES TO SCHOOL SCHOOL TRAVEL PLAN JULY | 2024















Project Team

Lead Contact

James Bowling, P.E.

City of Kent Superintendent of Engineering/Deputy Director

Phone: 330-678-8106

Email: jim.bowling@kentohio.gov

930 Overhold Rd Kent, OH 44240

Safe Routes to School Team Members:

Name	Firm/Division/Role
School Representatives:	
Jim Soyars	Kent City Schools Director of Business Services and Homeless Liaison
Shawn Bates	PE Teacher at Longcoy ES & Holden ES
Aaron Hido	Dean of Students for KSD
Edward "Chip" Hawks	Gifted Teacher at Walls & Holden Elementary
Community Representative	s:
Jennifer Mapes	Kent State University, Associate Professor of Geography, Parent
Stefan Meyer	Kent Cycle Shop Owner
Aimee L Ward	Assistant Professor, Department of Geography Instructor, College of Public
Aimee L Ward	Health
Ann Ward	Kent Environmental Council
Colleen Cornici	Parent
Local Government Represei	ntatives:
Rhonda Boyd, P.E, P.S.	City of Kent Senior Engineer
Jim Bowling, P.E.	City of Kent Engineer
Kailyn Cyrus	City of Kent
Hallie A. Stone	City of Kent
Health Representatives:	
Joan Siedel	City of Kent Health Commissioner
Jalessa Caples	Accreditation Coordinator, Kent City Health Department
Public Safety Representativ	es:
Nicholas Shearer	City of Kent Police Department Chief























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Section 1: Introduction

Safe Routes to School

Safe Routes to School (SRTS) is an international movement that uses policies, programs, and infrastructure to encourage youth K-12 to walk and bike to school. SRTS seeks to improve safety conditions near schools and encourage more walking and bicycling when safe to do so. Nationally, walking and biking to school has declined dramatically, from 48 percent in 1969 to just 11 percent in 2017. SRTS programs like the Ohio Department of Transportation (ODOT) SRTS Program seek to reverse this trend through a collaborative approach.

Safe Routes to School Benefits

Improve safety for students walking and biking. In recent years, Ohio has seen an increase in the number of people involved in crashes while walking.² Safe Routes to School is focused on improving student safety during their journey to and from school. Through infrastructure improvements, walking and biking to school can become a safer and more appealing choice for children and parents.

Improve physical and mental health. A healthy lifestyle is best cultivated in people while they are children. Regular physical activity is an integral component of a healthy lifestyle and contributes to mental well-being. For children, bicycling and walking to school provides opportunities to include physical activity as a part of daily life. Daily physical activity is known to improve academic performance and social, emotional, mental, and physical health.

Equitable choice for all people. In 2021, the US Census Bureau reported that 7.5 percent of households in Ohio do not have a vehicle and 13.4 percent of households in the City of Kent do not have a vehicle.³ For families without cars or those with limited access to cars, it is especially important for children to have safe ways to walk or bicycle to school and around their neighborhood. Additionally, Safe Routes to School improvements benefit not only children, but quality of life for neighborhoods and the entire community. Shifting vehicle trips to walking or biking trips reduces greenhouse gas emissions, decreases school-related traffic congestion, reduces transportation costs, and can lead to greater independence for community members who cannot or choose not to drive.

³ US Census https://www.census.gov/acs/www/about/why-we-ask-each-question/vehicles/























¹ McDonald NC, Brown AL, Marchetti LM, Pedroso MS. U.S. school travel, 2009 an assessment of trends. Am J Prev Med. 2011 Aug;41(2):146-51. doi: 10.1016/j.amepre.2011.04.006. PMID: 21767721.

² Walk. Bike. Ohio Pedestrian Safety Analysis

 $[\]underline{https://transportation.ohio.gov/static/Programs/WalkBikeOhio/Walk.Bike.Ohio.PedestrianSafetyAnalysis.pdf}$

The E's

The ODOT Safe Routes to School Program is built upon "E's" that provide a comprehensive approach to youth traveling to school. The E's are:



Engineering:

Bringing engineering experts to assist the community in evaluating streets and identifying improvements for walking and biking to school.



Education:

Improving traffic safety and awareness. Teach students how to navigate busy streets and make the connection between active transportation, traffic safety, health, and the environment.



Encouragement:

Providing incentives and support to help students and families try walking or bicycling instead of driving.



Enforcement:

Influencing student or driver behavior through consequences.



Evaluation:

Helping schools measure walking and bicycling through parent surveys and student hand-raising tallies to indicate how students get to school and what barriers should be addressed.



Equity:

Tailoring the School Travel Plan (STP) development process and implementation to meet the specific cultural, linguistic, and contextual needs of the diverse populations within a community including students with disabilities, students of different races, and students in low-income households.























Target Schools

All six public schools in the Kent City School District are target schools. The following tables and maps provide information on the student demographics and school locations.

Table 1. Target Schools

School District	School Name	School Address	Grades Served		
Kent City School District	Davey Elementary	196 N Prospect St.	PK-5		
		Kent, OH 44240			
Kent City School District	Holden Elementary	132 W School St.	K-5		
		Kent, Ohio 44240			
Kent City School District	Longcoy Elementary	1069 Elno Ave.	K-5		
		Kent, Ohio 44240			
Kent City School District	Walls Elementary	900 Doramor St.	K-5		
		Kent, Ohio 44240			
Kent City School District	Stanton Middle School	1175 Hudson Rd.	6-8		
		Kent, Ohio 44240			
Kent City School District	Theodore Roosevelt	1400 N Mantua St.	9-12		
	High School	Kent, Ohio 44240			

Table 2. Student Demographics (2022-2023)

School	Average Daily Student Enrollment	Black, non- Hispanic	American Indian or Alaska Native	Asian or Pacific Islander	Hispanic	Multi-racial	White, non- Hispanic	Economically Disadvantaged	English Learner	Students with Disabilities	Migrant
Davey Elementary	454	90			18	37	303	205		125	
Holden Elementary	240	51			12	36	139	135		44	
Longcoy Elementary	271	55			14	26	170	122		70	
Walls Elementary	367	45		12		42	260	162	25	81	
Stanton Middle School	655	122		13	25	72	423	347	10	145	
Theodore Roosevelt High School	1,056	134		19	36	85	781	365		162	























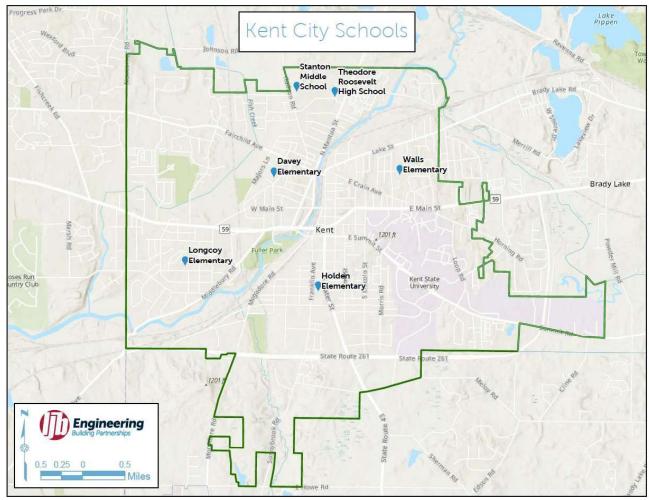


Figure 1. Target Schools

Purpose and Vision

The statewide vision statement for the Safe Routes to School program is: Walking and biking in Ohio will be a safe, convenient, and accessible transportation option for everyone.

Several stakeholders shared their vision for the City of Kent School Travel Plan. These visions included:

- Easier access for everyone, particularly students during all seasons.
- Reduced vehicular travel speeds on roadways city-wide.
- Make walking cease to be the exception.
- A feeling of reconnected community, where residents look out for students.
- Biking for transportation
- Policy that supports improved public health

The purpose of this School Travel Plan (STP) is to identify policy, program, and infrastructure recommendations for Kent City School District.























Section 2: Existing Conditions for Walking and Biking to School

Current Student Travel

Teacher tallies, walk-audits, caregiver surveys, and observations of student arrival and dismissal helped the project team and stakeholders understand students' daily experiences. The tables and charts below provide information about trends in student travel to and from school.

Table 3. Number of students within walking and biking distance of target schools

School	Students within ¼ mile of school	% students within ¼ mile of school	Students within ½ mile of school	% students within ½ mile of school	Students within 1 mile of school	% students within 1 mile of school	Students within 2 miles of school	% students within 2 miles of school
Davey Elementary	18	4.0%	63	13.9%	164	36.1%	345	76.0%
Holden Elementary	27	11.25%	87	36.25%	150	62.5%	178	74.2%
Longcoy Elementary	8	3.0%	66	24.4%	134	49.5%	235	86.7%
Walls Elementary	15	4.1%	66	18.0%	131	35.7%	102	63.5%
Stanton Middle School	2	0.3%	15	2.3%	80	12.2%	244	37.25%
Theodore Roosevelt High	4	0.4%	30	2.8%	87	8.2%	223	29.4%

Table 4. Mode of travel to school in the morning

School	Percent Walking & Biking	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Davey Elementary	19%	20	1	52	34	1	1	0
Holden Elementary	33%	20	6	19	32	2	1	0
Longcoy Elementary	14%	10	1	41	26	3	0	0
Walls Elementary	18%	20	0	58	28	2	1	0
Stanton Middle School	15%	21	7	85	74	4	0	0
Theodore Roosevelt High	8%	11	8	70	147	13	2	2























Table 5, Mode of travel from school in the afternoon

School	Percent Walking & Biking	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Davey Elementary	17%	18	1	53	32	4	1	0
Holden Elementary	33%	22	4	20	28	4	1	1
Longcoy Elementary	15%	11	1	49	17	3	0	0
Walls Elementary	18%	20	0	62	26	0	1	0
Stanton Middle School	23%	36	7	100	41	7	0	0
Theodore Roosevelt High School	8%	25	7	71	135	10	3	2

Table 6. Morning and Afternoon Travel Mode Comparison

Period	Number of Trips	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Morning	5060	7.29%	1.72%	45.61%	41.13%	3.18%	0.22%	0.85%
Afternoon	4899	9.68%	1.47%	45.60%	38.38%	3.57%	0.08%	1.22%

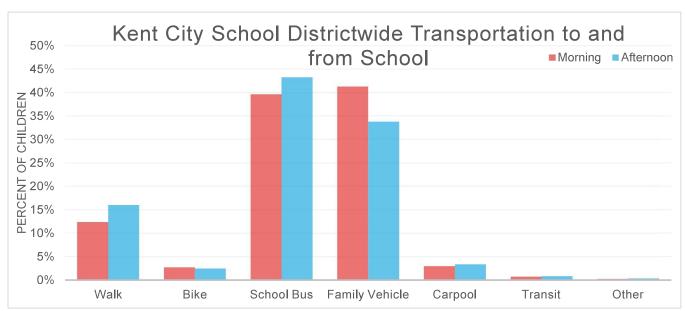


Figure 2. Preferred method of transportation for all the Kent City Schools























Main Routes for Walking and Biking to School

Davey Elementary School

The primary routes for walking and biking to school are:

- » Whittier Drive between Park Ave. and Woodard Ave.
- » Fairchild Ave. between Majors Lane and N. Mantua Street

The primary intersections crossed by students walking and biking to school are:

- » Whittier Ave. and Woodard Ave.
- » Fairchild Ave. and Woodard Ave.

Holden Elementary School

The primary routes for walking and biking to school are:

- » W. School Street between Franklin Ave. and S. Water Street
- » Franklin Ave. between W. Elm Street and Cherry Street

The primary intersections crossed by students walking and biking to school are:

- » School Street and S. Water Street
- » Franklin Ave. and Cherry Street

Longcoy Elementary School

The primary routes for walking and biking to school are:

- » Elno Ave. Between Munroe Falls Kent Road and Roosevelt Street
- » Roosevelt Street between Elno Ave. and Gardenview Street

The primary intersections crossed by students walking and biking to school are:

- » Gardenview Street and Roosevelt Street
- » Elno Ave. and Roosevelt Street

Walls Elementary School

The primary routes for walking and biking to school are:

- » Doramor Street and Harvey Ave
- » Crain Ave and Miller Ave

The primary intersections crossed by students walking and biking to school are:

- » Harvey Ave. and Doramor Street
- » N Willow Street and Crain Ave

Stanton Middle School & Theodore Roosevelt High School

The primary routes for walking and biking to school are:

- » N. Mantua between River Bend Blvd. to Fairchild Ave.
- » Hudson Road between Johnson Road and Fairchild Ave.

















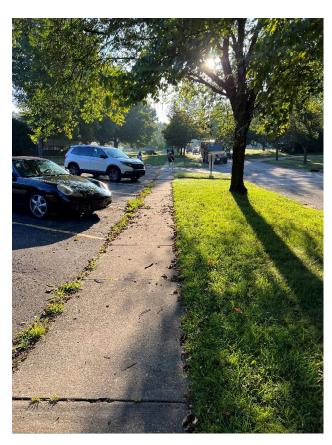






The primary intersections crossed by students walking and biking to school are:

- N. Mantua and School Entrance
- N. Mantua and River Bend Blvd.
- **Hudson Road and School Campus Drive**



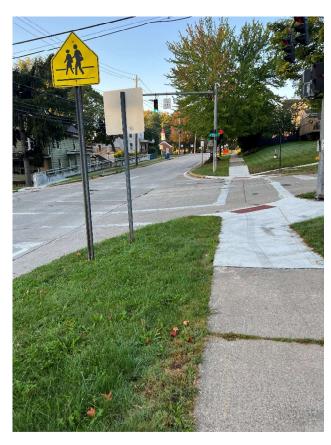


Figure 3. Pedestrian facilities in front of Longcoy Elementary (left) and at Mantua St & Park Ave (right)

Walk Audit

On September 14, 2023, a group of eleven volunteers performed a walk-audit for the Kent City School District. The volunteers made a note of issues they felt made the walk to and from school unsafe. Volunteers included members of the Kent City School Administration, employees for the City of Kent, representatives from Kent State University, and engineers from LIB Inc. The volunteers were split into five groups and assigned routes to walk during arrival and dismissal times for all six schools. The routes assigned are included in the Appendix.

General takeaways include:

- » The 4-foot-wide sidewalks felt too narrow for two folks walking side by side or especially if a pedestrian and cyclist traveling in opposite directions have to pass each other.
- » Effective sidewalk width was further reduced in several cases due to adjacent overgrown vegetation.
- » There were streets without sidewalks on all routes. With the morning dew, most walkers had wet feet in the morning.























Table 7 Notes from Walk Audit

School	Notes
Davey Elementary	 At Woodard Ave. & Whittier Dr., parked cars reduce the visibility of pedestrians crossing Woodard Ave. West side sidewalk along Hudson Rd. ends midblock with no advance warning or a safe marked crossing. The traffic signal at Fairchild Ave. & Woodard Ave. lacks pedestrian signal heads or pushbuttons. Because no vehicular signal heads face north, pedestrians crossing Fairchild Ave. north to south are unable to determine when it is safe to cross. For residents west and north of school, cutting through the park at Bowers Field is more direct than walking around, but no paved walkway exists through the field. Majors Lane is a narrow 2-lane road and does not include a sidewalk, and feels unsafe around a blind curve at Bryce Rd. Several side street crossings lack curb ramps with detectable warnings. Fairchild Ave. at Majors Dr. is a two-way stop-controlled intersection, and crossing was difficult during dismissal due to heavy traffic.
Holden Elementary	 No pedestrian signals or pushbuttons exist at Franklin Ave. & Cherry St. signal. Vehicles parked on the tree lawn on Dodge St. Missing or worn crosswalk lines at Franklin Ave. & Elm St Traffic signal at Franklin Ave. & School St. operates on flash until 8 am and does not include pedestrian signals or pushbuttons. No sidewalk exists along Franklin Ave. south of Cherry St.
Longcoy Elementary	 » Roosevelt Street is the eastern end of this school and is a narrow road and does not include any sidewalk. » Existing sidewalk along Elno Avenue is deteriorated in certain portions and does not meet ADA requirements. » There are several streets in the school vicinity without sidewalks. » Residents were concerned about a loud dog on Leonard Blvd. It is believed that the property includes an invisible fence. The section between Francis St. and Judith St. has no sidewalk and it is difficult for pedestrians to know confidently where the fence boundary is set.
Walls Elementary	 At Lake & Crain signal, push buttons on the southwest quadrant were hard to reach due to overgrown bushes. Residents expressed concerns about higher vehicle speeds, including buses. At Doramor St. & Harvey Ave., the curb radius is insufficient for buses to complete turns.























School	Notes
Stanton Middle School & Theodore Roosevelt High School	 Cars were blocking the crossing of Hudson Dr. at the school drive intersection. No direct sidewalk route between Middle School and High School. Because sidewalk is not consistently provided on both sides of the roadway that connects the two, crossing the roadway is necessary during high traffic, potentially more than once. The most direct route between the schools, and therefore the choice for students, is through the Stanton soccer field and track. The parking lot behind the school wraps around and there are ballfields north of the school, but marked crossings or sidewalks are provided.

Existing Programs and Policies

District Bus Policies

The Kent City School District policy for busing provides transportation to families outside of their respective school's walk zones⁴. These walk zones vary by school type:

- » Elementary schools 1 mile
- » Middle school 1.25 mile
- » High school 2 miles

School Travel Policies

School travel policies are described in the Student Transportation Handbook. While the manual primarily focuses on policies related to bus riding, there are a few rules that influence walking:

- » Kindergarten and preschool children must be met at the bus stop by an adult or older sibling.
- » Transportation must be the same every day of the week.

While not stated in the Student Transportation Handbook, parents and teachers at the stakeholder meeting mentioned that students are not permitted to bike alone to school until 5th grade by school policy. In addition, the City of Kent Section Codified Ordinance 373.10 restricts anyone under 14 years of age from riding on the street where sidewalks are available.

Existing Programs

Kent City Schools currently provide bicycle lessons for all kindergarteners as part of their Physical Education class. This effort is supported by a grant that is used to purchase and maintain bicycles. Incoming kindergarteners are also offered Safety Town. Kent participates in the Father Walk program in which one morning per year fathers or male caregivers are encouraged to walk their students to school.

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1373213/KCS-Student-Transportation-Handbook.pdf























⁴ Student Transportation Handbook:

Safety Data Review

Table 8, Bicycle and pedestrian crashes near schools (2013-2022)

School	Number of bicycle and pedestrian crashes within ½ mile	Number of bicycle and pedestrian crashes within 1 mile	Number of bicycle and pedestrian crashes within 2 miles	Total number of serious or fatal injury bicycle and pedestrian crashes within 2 miles
Davey Elementary	0	15	43	74
Holden Elementary	3	11	41	94
Longcoy Elementary	0	2	6	70
Walls Elementary	0	11	64	78
Theodore Roosevelt High School	1	1	16	99
Stanton Middle School	1	1	16	99

Note: Crashes may fall inside the radius of multiple schools where they overlap

An overview of the crashes within ½ mile of schools includes:

- 1. An adult pedestrian directing traffic was struck on the south approach at the Stanton Middle School drive to Hudson Rd. by a left-turning vehicle causing a minor injury. The crash occurred at 2:43pm on a Monday.
- 2. A cyclist was struck while crossing the west approach at Needham Ave. & Mantua St. The cyclist and driver stated they were unable to see each other due to a lawn obstruction. Some vegetation was cleared after this crash in 2014. Because the cyclist was recorded to be 18 years old at the time of the accident, it is unclear whether they were a student. No injuries were recorded.
- 3. A pedestrian in a wheelchair was struck crossing the west approach of the School St. & Water St. intersection, resulting in minor injuries. This crash occurred in June during the noon hour.
- 4. A pedestrian was struck while crossing the south approach of Cherry Ave. & Franklin Ave. by a northbound PARTA bus making a right turn on red. The crash occurred in November during the 8pm hour.
- 5. A pedestrian was struck walking in the northbound lane of Franklin Ave. by the University Plaza during the 1am hour.

Based on time, dates, and ages of those involved, the first two crashes described may have been related to school travel. When increasing the buffer distance from schools, additional pedestrian and bicycle crashes were found in the radius. Most of these crashes occurred on or around Kent State University campus and are not related to primary or secondary school travel.























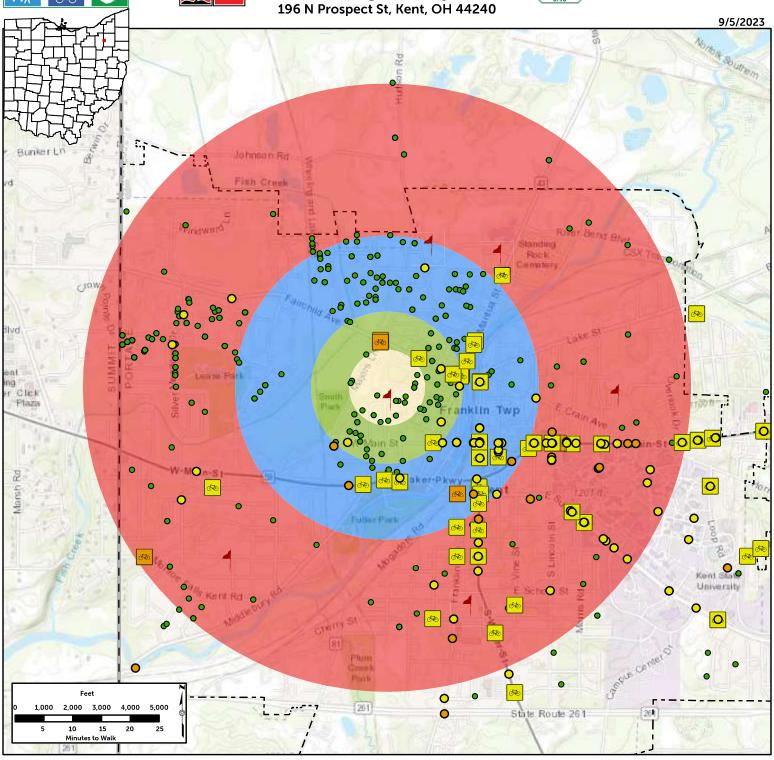


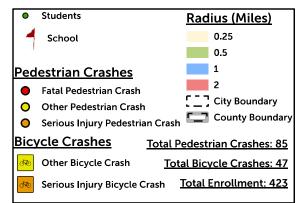


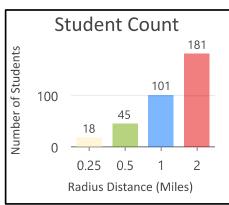
Davey Elementary School Kent City Schools Portage County

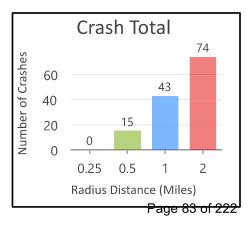










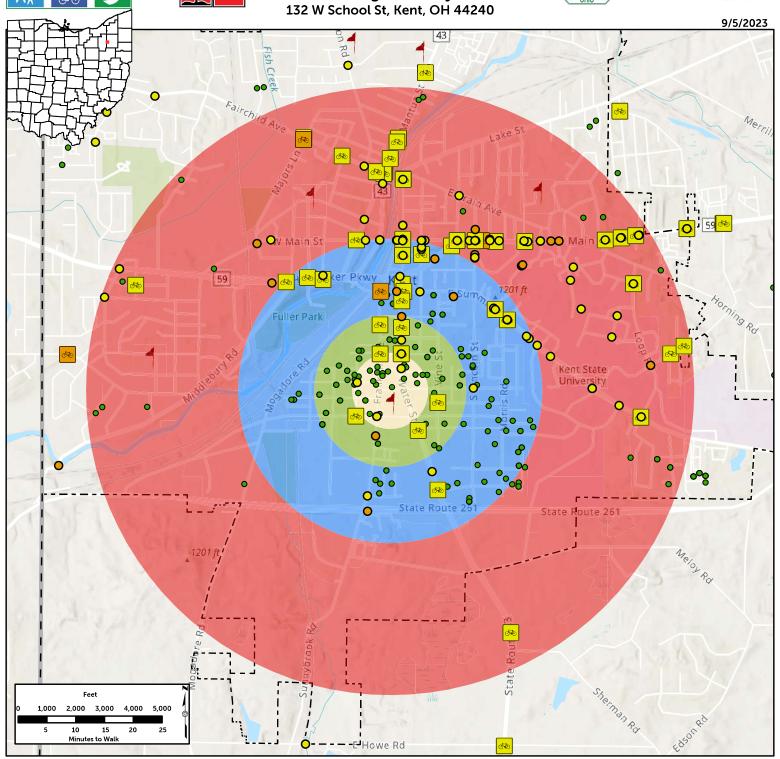


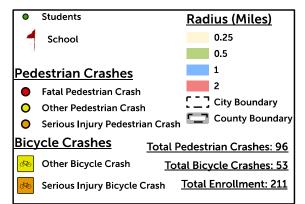


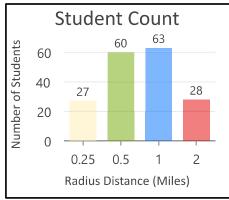
Holden Elementary School Kent City Schools Portage County

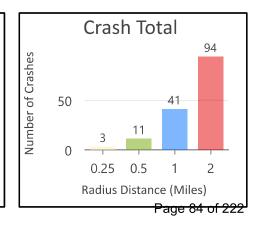


OHIO DEPARTMENT OF TRANSPORTATION **Division of Planning** Office of Program













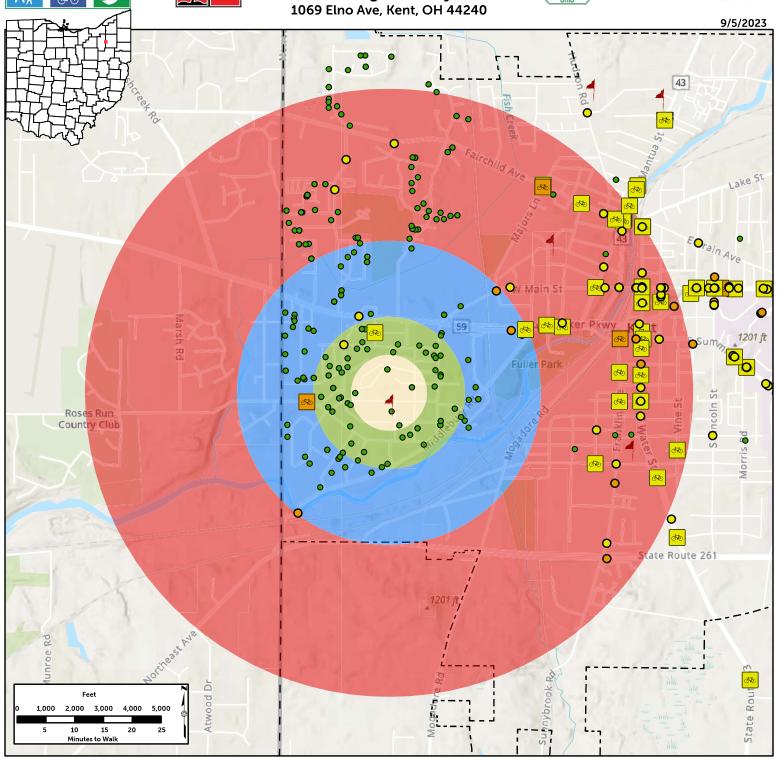
Kent City Schools Portage County

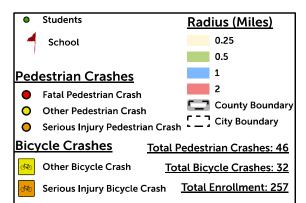
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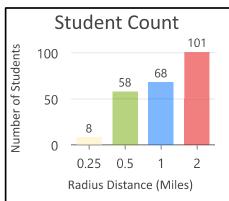
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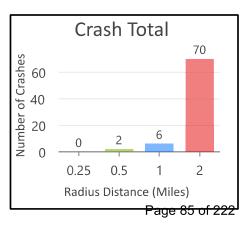
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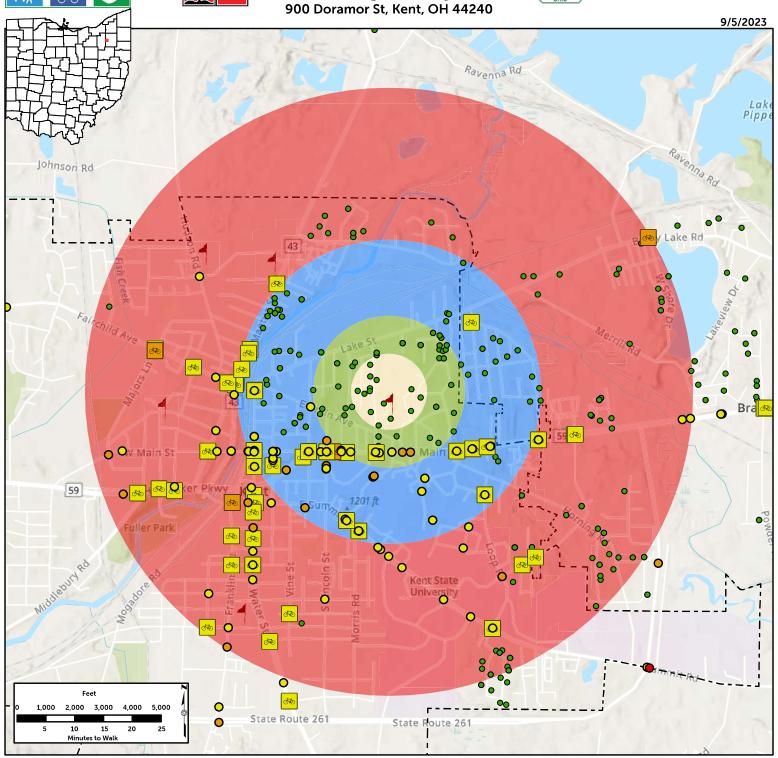


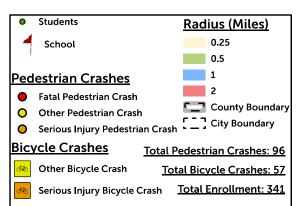


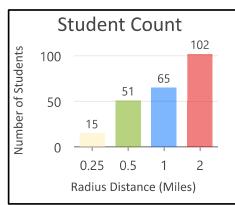
Walls Elementary School Kent City Schools Portage County

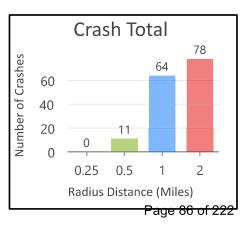
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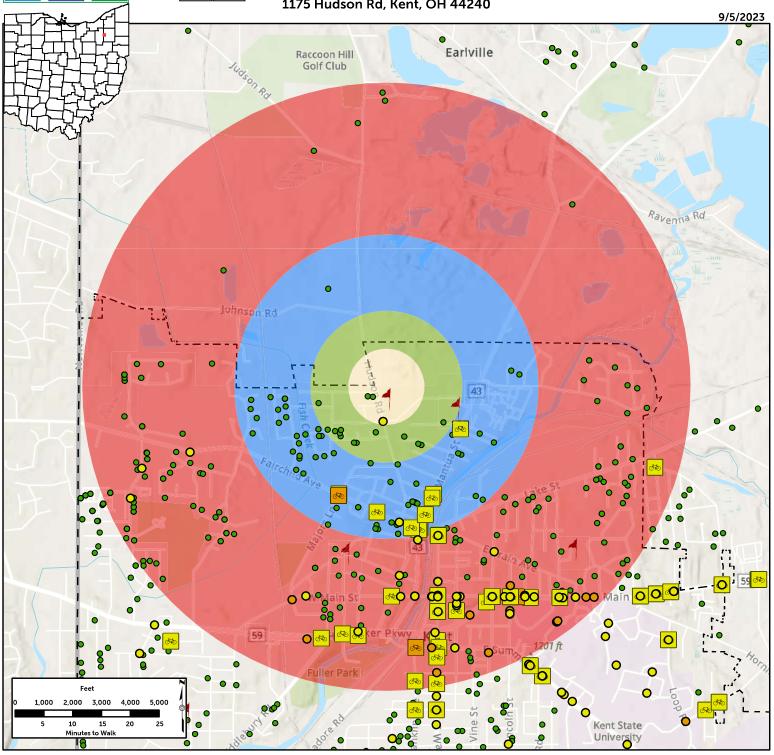


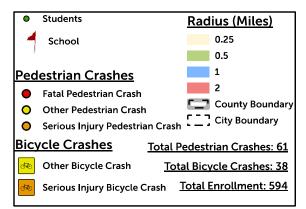


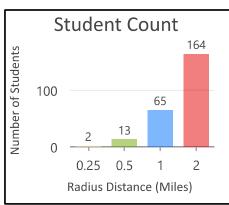
Stanton Middle School Kent City Schools Portage County 1175 Hudson Rd, Kent, OH 44240

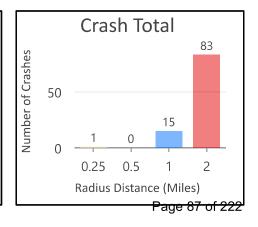
















Theodore Roosevelt High School Kent City Schools Portage County

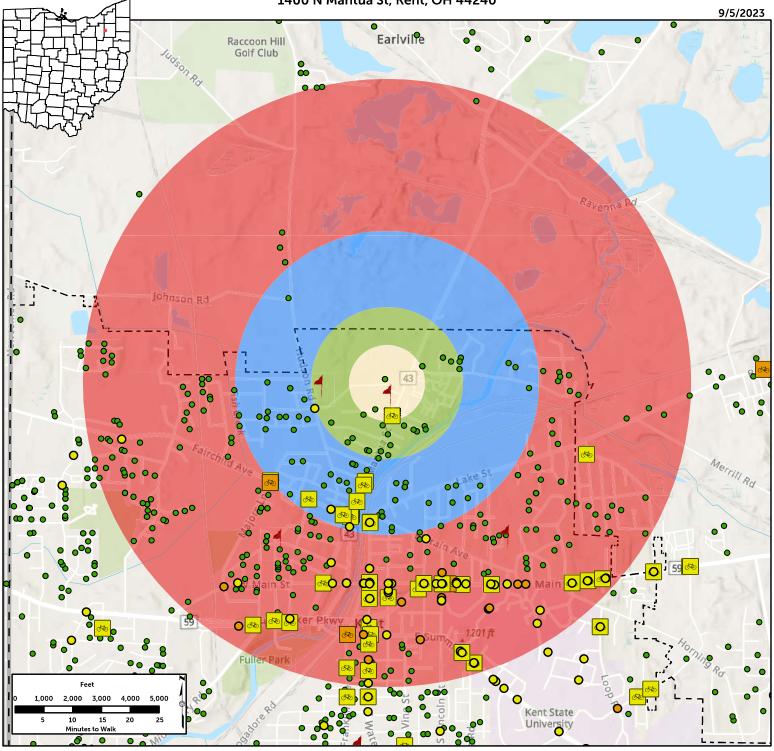
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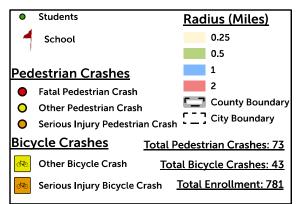


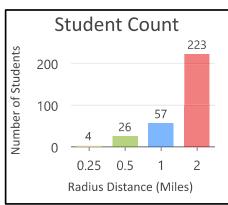
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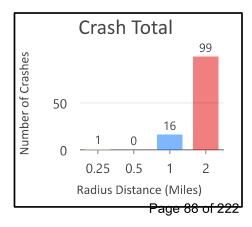
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Equity Analysis

To understand the state of walking and biking to school in a community it is critical to identify areas where individuals are more likely to walk and bike due to economic necessity. The Active Transportation Needs Analysis uses socio-demographic data from the American Community Survey (ACS) to identify geographic concentrations of disadvantaged residents, considered more vulnerable to unsafe, disconnected, or incomplete active transportation networks.

The equity factors included in the analysis include:

- Minority groups
- Youth and older adults
- Poverty
- Educational attainment
- Limited English proficiency
- No access to a motor vehicle

The map on the following page highlights levels of need across the school district. The darker shaded and yellow block groups represent areas with higher levels of minority, low income, linguistically isolated, or older adult populations than other areas in the state.

The greatest concentration of disadvantaged residents lives near Holden Elementary School in Block Groups 14001 and 14002. Students are more likely to walk and bike in these block groups to due lack of personal vehicles available and 62.5% of Holden Elementary students live within one mile of the school, too close to be offered busing. Holden Elementary has the highest percent of walking and biking students.

Parts of Block Group 14002 and nearly all of 14001 fall inside the high school walk zone of 2 miles. High School students living in the block groups in the southern portion of the city may not be offered transportation and are more likely to walk or bike given the higher percentage of low-income residents in those block groups in comparison to other block groups.

There is also a higher concentration of low-income residents surrounding Kent State University. Note that block group 15022 is predominately composed of apartments marketed towards college students, although the enrollment maps show several primary and secondary students. These students would be provided transportation to Walls Elementary School, and those in the south end of the block group would be provided transportation to middle and high school.













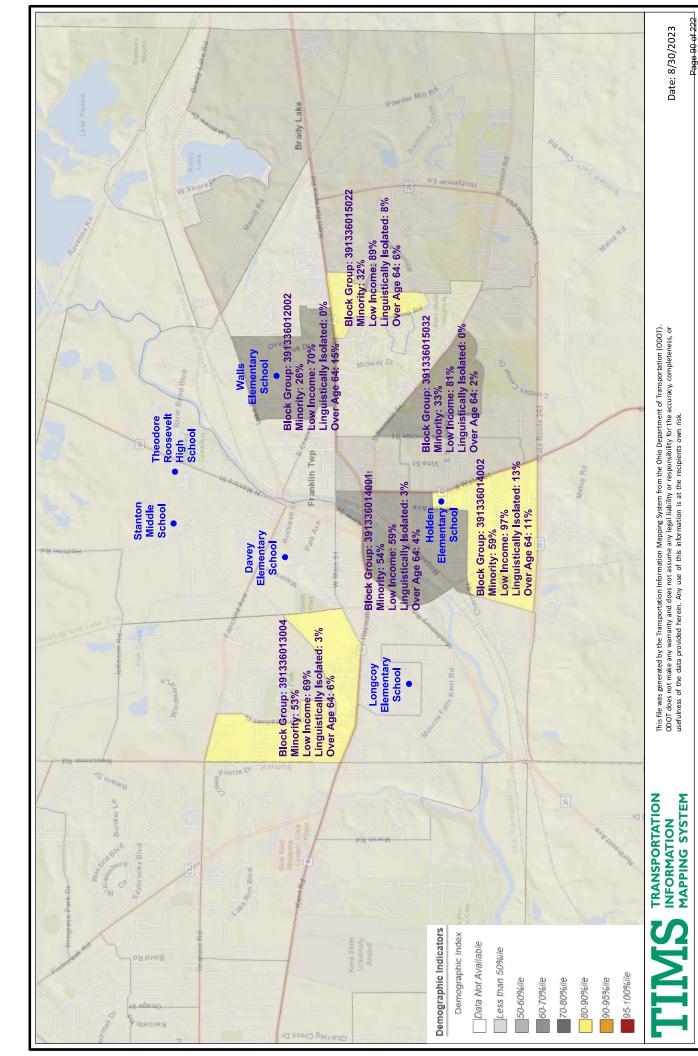












Current and Proposed Improvements

There are several planned improvements that are either currently under construction or soon to be built. Portions of these projects related to active transportation may be eligible for SRTS funding. Planned improvements include:

- » Gas line repair near Davey Elementary School: This current construction project was discussed in public comments and at the Kent school administration meeting as causing some traffic disruptions for pedestrians and vehicles. Street closures were observed during the walk audit, although sidewalks remained open in those areas. However, where gas lines were repaired underneath the sidewalk, portions were temporarily replaced with gravel. These will be replaced with permanent concrete sidewalks after completion of the work.
- » North Mantua Street Roundabout: An intersection improvement is planned north of the River Bend Blvd/Roosevelt High School drive intersection with Mantua St. The roundabout would provide access to the Davey Tree campuses on the east and west side of the road. The project would also construct a sidewalk on both sides of Mantua Rd. from River Bend Blvd. to the north side of the roundabout.
- » <u>Lake Rockwell Bike Trail:</u> A bike trail path will be constructed along existing City of Akron right-of-way from the northeast of the city, between the middle and high schools, along Majors Ln. near Davey Elementary, and through the neighborhood surrounding Longcoy Elementary.
- » Stow St. Bridge: The Stow Street Bridge is going to be rehabilitated and pedestrian facilities will be approved along the south side of Stow Street. This project is being headed by Portage County.

















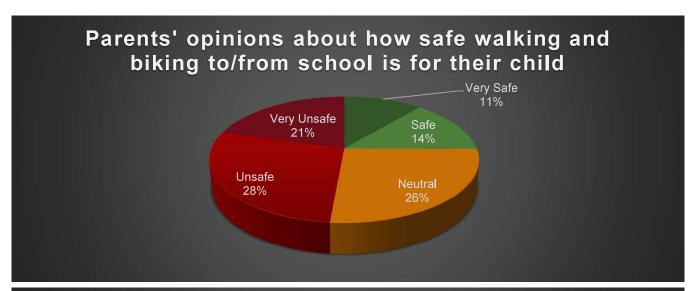


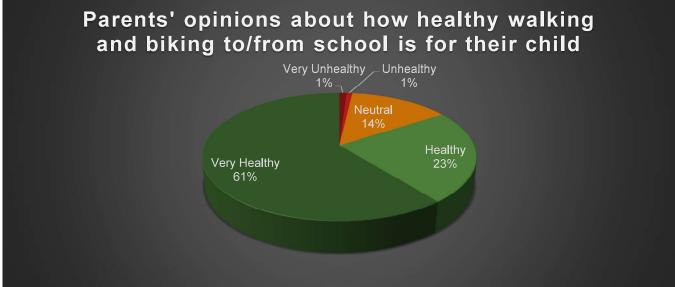


Section 3: Community Engagement

Community engagement is an essential tool in the STP development process. Involving the public builds trust in the plan and improves the overall quality of the findings. The project team used several strategies to collect public input including a caregiver survey, a meeting with the Kent school administration, a stakeholder meeting, and a public meeting.

Caregiver Survey





Parent Attitudes Towards Walking and Biking

As shown in the figure below, the top six reasons why parents do not allow their child to walk include issues with the amount of traffic, distance to school, the speed of traffic, safety of intersections, weather, and presence and























condition of sidewalks. These issues will be addressed for each school and how the problem can be addressed to encourage more Kent City School children to walk/ride to school.

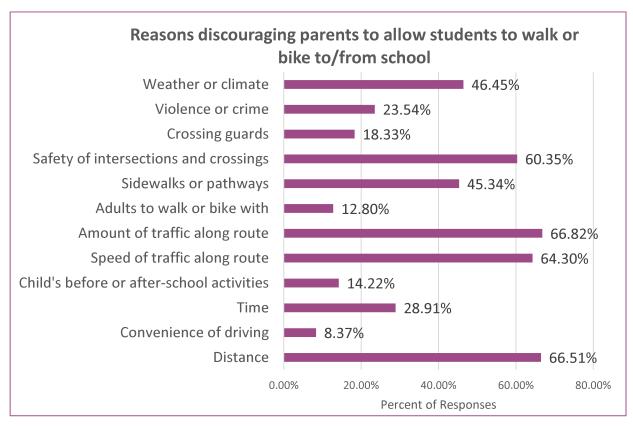


Figure 4. Issues reported by parents who do not allow their child to walk or bike to/from school.

Other Public Input (Meetings, Pop-Ups, etc.)

The project team held meetings with various groups to gain input from a wider perspective. These meetings included:

- School Administration (September 12, 2023): The project team described the process of developing a School Travel Plan, planned surveys and walk audit at a meeting of Kent Schools administration. Attendees of this meeting include school principals, superintendent, and administrators. The attendees provided information about the schools they oversee and supported the data collection efforts.
- » Stakeholder Meeting (September 14, 2023): The project team presented a description of the School Travel Plan process to a broad group of stakeholders, including city staff, teachers, school administrators, parents, and representatives from Kent State University. Then large format maps were provided for attendees to mark up with comments, suggestions, and concerns. These maps were taken, and comments added for consideration during development of countermeasures.
- Public Meeting (February 28, 2024): The project team hosted a public meeting at Roosevelt High School where the Lake Rockwell Bike Trail Map and the infrastructure and non-infrastructure























countermeasures were presented. The meeting was advertised on the city's website and emails and text messages were sent to the school district's contact list. Copies of the preliminary report were available for review in-person. The meeting was attended by stakeholders, school staff, city staff, parents, and members of the community. City Engineer Jim Bowling made a presentation and answered questions. Survey forms were distributed as paper copies and as an online version, accessible through the city website, with a response deadline set of March 15, 2024. Suggestions and comments gathered from this public meeting and feedback forms were carefully considered in the formulation and prioritization of countermeasures.























Section 4: Recommendations

Key Barriers

The project team identified the top five issues and barriers for each school individually affecting children from walking and biking. These issues were determined through community engagement, existing conditions analyses, field observations, and stakeholder guidance. The data collected and analyzed can be seen in the figures below.

Davey Elementary School

ISSUE/ DESCRIPTION

1. Distance from School

Although approximately 1/3 of the students live within a mile radius of the school, many parents believe the distance is too far for their child to walk at their age.

2. Amount of Traffic Along Route

The traffic and parked cars on Woodard are a concern for child safety due to blocked visibility.

3. Safety of Intersections and Crossings

Many parents expressed their concern about the safety of crossing intersections alone. Fairchild Ave., Majors Ln., and Woodard Ave. are the main roads of concern.

4. Speed of Traffic Along Route

The speed of traffic on Fairchild Ave. is a main barrier causing parents to feel uncomfortable allowing their child to walk to school.

5. Sidewalks or Pathways/Weather

Parents convey their discomfort with the lack of pedestrian and bicycle infrastructure along their route. Mainly the lack of pedestrian crossing warning signs and pedestrian traffic signals. Also, parents are concerned about letting their young child walk long distances in poor weather.

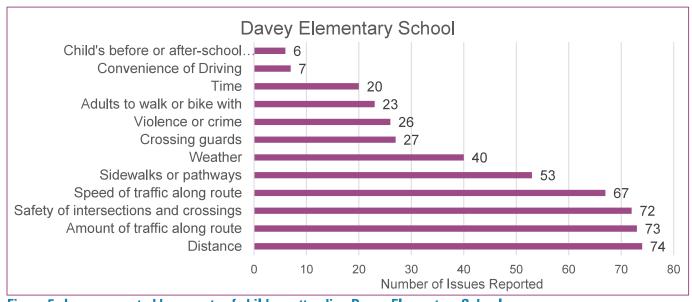


Figure 5. Issues reported by parents of children attending Davey Elementary School























Holden Elementary School

ISSUE/ DESCRIPTION

1. Safety of Intersections and Crossings

The intersection south of the school at Cherry St. and Franklin Ave. raises concern due to pick up traffic and lack of pedestrian infrastructure helping children cross safely.

2. Speed of Traffic Along Route

Although grateful for the crossing guard at S. Water St. and School St., parents still worry about the traffic speeding though the school zone.

3. Distance from School

Although more than 1/2 of the students live within a mile radius of the school, many parents believe the distance is too far for their child to walk at their age.

4. Amount of Traffic Along Route

The amount of traffic along Franklin Ave. and School St. during pickup/drop off along with heavy traffic traveling S. Water St.

5. Sidewalks or Pathways/Weather

Lack of sidewalk on Franklin Ave. south of Cherry St., along with snow maintenance on sidewalks in the winter raises worry about children's safety walking or riding to school. Parents are also concerned about letting their young child walk long distances in poor weather.

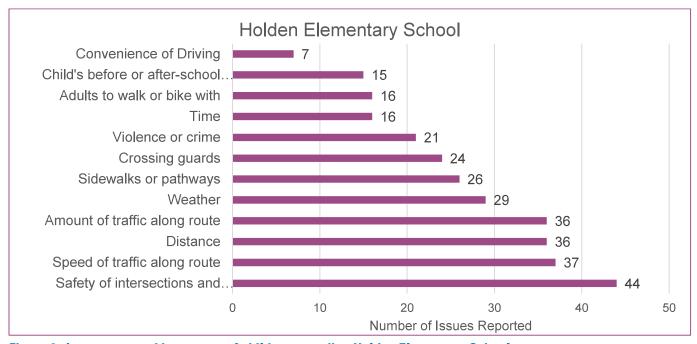


Figure 6. Issues reported by parents of children attending Holden Elementary School

























Longcoy Elementary School

ISSUE/ DESCRIPTION

1. Safety of Intersections and Crossings

Past accidents occurring at the intersection of Elno Ave., Emich Dr., and Munroe Falls Kent Rd. have given parents reason to prohibit their children from walking to school.

2. Distance from School

Although approximately 1/2 of the students live within a mile radius of the school, many parents believe the distance is too far for their child to walk at their age.

3. Amount of Traffic Along Route

Traffic build-up on Roosevelt St. and Gardenview St. from parent drop-off, create issues for walkers or bikers trying to get to the school safely. Parents have been dropping off their children in front of the school rather than the drop-off location causing traffic build-up.

4. Speed of Traffic Along Route

Parents have noticed school buses speeding around the school as well as parents rolling through stop signs. In addition, concerns noted parents rushing out after drop-off or pick-up while not paying attention to the children crossing.

5. Sidewalks or Pathways/Weather

Roosevelt St. has section of sidewalk missing causing parents to feel uncomfortable letting their child walk or ride to school. The road and sidewalk conditions around the school were also mentioned as an issue. Parents are concerned about letting their young child walk long distances in poor weather along with having to walk through snow caused by unshovelled sidewalks.

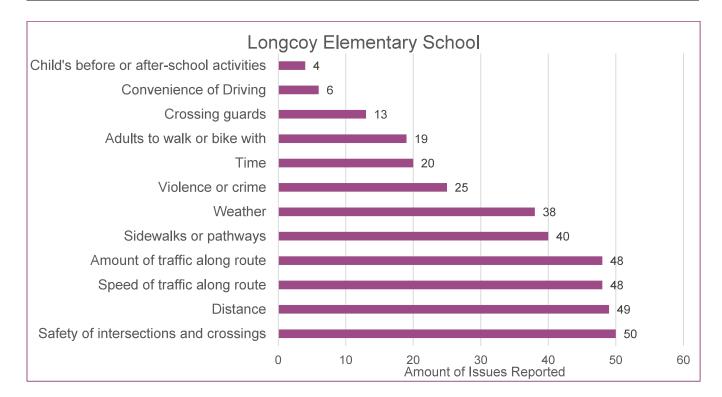


Figure 7. Issues reported by parents of children attending Longcoy Elementary School























Walls Elementary School

ISSUE/ DESCRIPTION

1. Distance from School

Although approximately 1/3 of the students live within a mile radius of the school, many parents believe the distance is too far for their child to walk at their age. Those who are concerned the most are families who live in the townships around Kent, which are further away from the school.

2. Speed of Traffic Along Route

School buses notably speed on the streets near the school. Cars will roll through stop signs and buses struggle to enter the school driveway and have been noted, sometimes, driving over the curb.

3. Amount of Traffic Along Route

The disorganization and quality of the road in the school drop-off zone causes traffic build-up. The flow has angered parents waiting to drop-off or pick-up their children.

4. Safety of Intersections and Crossings

The main intersection leading into the school, Doramor St. and Harvey Ave. is an intersection about which parents expressed concern. Even with a crossing guard, parents still worry about the small size of the intersection. Crain Ave and N Willow Street is a 4-way stop; parents worry about drivers who do not respect the stop signs.

5. Sidewalks or Pathways/Weather

Some parents expressed interest in the addition of a sidewalk on Oakwood Dr. towards Elmwood Dr. There is an unofficial cut through, behind the school through a patch of woods, that leads out to Oakwood Dr. Parents are concerned about letting their young child walk long distances in poor weather along with having to walk through snow on unshoveled sidewalks.

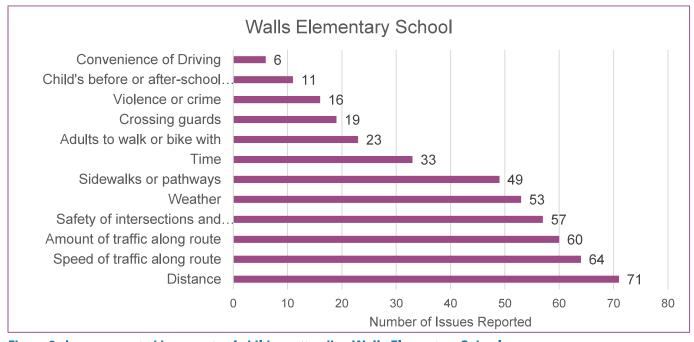


Figure 8. Issues reported by parents of children attending Walls Elementary School























Stanton Middle School and Roosevelt High School

ISSUE/ DESCRIPTION

1. Amount of Traffic Along Route

The flow of traffic for drop-off and pick-up into the high school causes traffic build-up along N. Mantua St. and the roads inside school property. This traffic building creates unsafe walking from the student parking lot to the doors of the high school.

2. Speed of Traffic Along Route

Many parents expressed their disapproval of the lack of speed enforcement on N. Mantua St. during school zone hours. They fear the speed of the traffic if their child was to walk to school, not only crossing the road but walking alongside the road on a narrow sidewalk.

3. Distance from School

Only fifteen percent of middle school and high school students combined live within a mile of school. Most middle schoolers ride the bus and most high school students are dropped off or drive themselves to school. This could be caused by the lack of sidewalks on or around the schools' campus or caused by the distance families are located.

4. Safety of Intersections and Crossings

Approximately fifty percent of the comments submitted by caretakers were about the safety of the N. Mantua St. intersection at the entrance of the school. Parents would feel more comfortable letting their children walk/ride to school if this intersection was safer (i.e., crossing guards, enforced speeds, etc.).

5. Sidewalks or Pathways/Weather

Many comments were about the lack of sidewalks on Roosevelt/Stanton property post recent construction. Parents believe the most unsafe portion of their child's route to school would be on school property. Parents are also concerned about letting their child walk/ride in poor weather conditions.

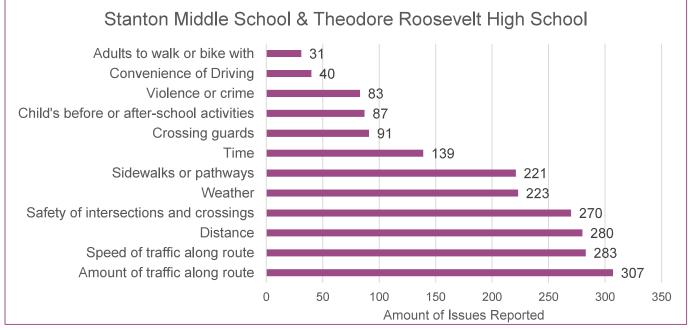


Figure 9. Issues reported by parents of children attending Stanton Middle School and Theodore Roosevelt High School























Infrastructure Countermeasure Recommendations

rapid flashing beacons (RRFBs) or at high volume crossings. Rows highlighted in blue are related to the Lake Rockwell Bike Trail. Rows highlighted non-infrastructure countermeasures. Infrastructure recommendations refer to physical, built projects that change how roadways are configured in <mark>Orange</mark> are the top 3 projects based on Public Input. Several funding options are presented in **Table 9** and **Table 10**. These are options but are This plan makes recommendations that will promote and support Safe Routes to School through a combination of infrastructure projects and to provide space for students walking and biking. Note that ladder-style crosswalks are preferred, especially in combination with rectangular not an exhaustive list. These options include:

- Local: Funding by either the City of Kent, Kent City School District, or other city or county agency. Note that some local match is required for other funding sources as well
- ODOT Highway Safety Improvement Program (HSIP): Funds from ODOT to design and build countermeasures for locations with crash history or systemic crash risk factors.
- Akron Metropolitan Area Transportation Study (AMATS)
- Congestion Mitigation and Air Quality (CMAQ): Funding for projects that relieve congestion and improve air quality
- Surface Transportation Block Grant (STBG): Funding for a wide variety of projects including highways, transit and bicycle and pedestrian facilities. STBG funds are not eligible for design, only construction and right-of-way.
- Transportation Alternatives (TA): Funding for bike and pedestrian facilities. 0
- Pavement Repair and Sidewalk Ramp Program (PRSRP): Funding for full/partial depth pavement repairs and sidewalk ramp upgrades on ODOT Urban Paving Program projects. All state routes within municipalities are eligible. 0
- Safe Routes to School (SRTS): Funding for infrastructure and non-infrastructure plans and projects that encourage K-12 students, including those with disabilities, to take active transportation to school.

Table 9. Infrastructure Recommendations

Мар	School	Project Type	Location	Description	Cost	Priority Level	Potential Funding Source
ı	All schools	Sidewalk	Areawide	Clear overgrown vegetation that blocks or reduces sidewalk width	Medium		Local
ı	All schools	Sidewalk and Intersection improvement	Areawide	Repair damaged sidewalk sections. Upgrade curb ramps to meet ADA standards where missing or non-compliant.	High		Local

























Мар	School	Project Type	Location	Description	Cost	Priority Level	Potential Funding Source
ı	All schools	Intersections	Areawide	Add crosswalks with yield markings and warning signs at all permitted crossings. Provide RRFBs at high volume and key crossings.	High		Local HSIP SRTS
1	All schools	Signage	Fairchild Ave and 43	Add a "No Turn on Red" sign at this intersection to reduce pedestrian crashes	Low		Local
ı	All schools	Sidewalk	Lake Rockwell Bike Trail	Construct the planned trail along existing City of Akron ROW	High		Local CMAQ
ı	All schools	Sidewalk	Lake Rockwell Bike Trail	Create connections from the proposed Lake Rockwell Bike Trail to schools.	High		STBG TA SRTS
	All schools	Lighting	Lake Rockwell Bike Trail	Provide pedestrian-level lighting for the proposed trail.	High		Local
1	Davey Elementary	Sidewalk	West side of Hudson Rd. from 1048 Hudson Rd. to Fairchild Ave.	Close gaps in sidewalk network on the west side of Hudson Rd.	\$118,000		Local STBG TA SRTS
2	Davey Elementary and Stanton Middle	Intersection improvement	Hudson Rd. from (McKinney Blvd. to Cuyahoga St.)	Provide marked crossings of Hudson Rd. at each intersection with curb ramps at intersection, particularly near end of west side sidewalk at Whetstone Dr.	\$187,000 (including 5 RRFB crossings)		Local HSIP TA SRTS
m	Davey Elementary	Intersection improvement	Fairchild Ave. & Woodard Ave.	Add pedestrian signals and pushbuttons	Medium	High	Local SRTS

















ı				l		
Potential Funding Source	Local HSIP CMAQ TA SRTS	Local CMAQ TA SRTS	Local HSIP TA SRTS	Local TA SRTS	Local CMAQ TA SRTS	Local HSIP SRTS
Priority Level		Low				\$86,000
Cost	Medium	High	Medium	Medium	Medium	Medium
Description	Construct a paved path connecting Majors Ln., the playground, and Davey Elementary. Provide an enhanced crossing from the existing and/or proposed trail to reach this path.	Provide sidewalk on the east side.	Add RRFB to the east approach crossing & ladder style crosswalks.	Improve access to school by enhancing crossing in front of school or providing sidewalk on the north side of Whittier Dr. along the front of the school parking lot and adjacent property.	Provide sidewalk along the route, likely on the south side.	Add pedestrian signals and pushbuttons
Location	Bowers Field	Majors Ln. from 341 Majors Ln. to Bryce Rd.	Majors Ln. & Fairchild Ave.	Whittier Dr. from school parking lot to Woodard Ave.	Longcoy Ave./Majors Ln. from Hudson Rd. to Fairchild Ave.	Franklin Ave. & Cherry St.
Project Type	Sidewalk	Sidewalk	Intersection improvement	Sidewalk	Sidewalk	Intersection improvement
School	Davey Elementary	Davey Elementary	Davey Elementary	Davey Elementary	Davey Elementary	Holden Elementary
Мар	4	72	9	7	∞	6



















School Project Type Location		Locatio	<u> </u>	Description Adiust signal timing to run signal	Cost	Priority	Potential Funding Source
Holden Intersection Franklin Ave. & Elementary improvement School St.	_ 0,	Franklin Ave. & School St.	ox.	Adjust signal timing to run signal during arrival and dismissal. Add pedestrian signals and pushbuttons.	Medium		Local
Holden Intersection between Oak St. to Williams St.		Franklin Ave. between Oak Williams St.	St. to	Enhance crosswalks at Oak, Hall, and Williams St. with high visibility markings, crossing signs, or RRFB	Low (cross- walks), Medium (RRFB)		Local HSIP TA SRTS
Holden Sidewalk 1535 Franklin Ave. from Elementary Cherry St.		Franklin Ave. 1535 Franklin Cherry St.	from Ave. to	Close gap in sidewalk network on east side of Franklin Ave to complete sidewalk to SR 261	Medium		Local TA SRTS
Holden Sidewalk Valleyview St.		Valleyview St.		Provide sidewalk from Vine St. to Lincoln St.	Medium		Local TA SRTS
Holden Elementary				Install Safety Town	Medium		Local
Holden Elementary, Roosevelt High, and Stanton Middle		Near school entrance, posil for safe access cyclists	tioned for	Add additional bike racks at schools where bike parking approaches capacity. Move bike racks that are not in prominent positions to more visible, safer locations.	Low		Local SRTS
Longcoy and Bridge/ Summit St. across the Holden Sidepath Cuyahoga River Elementary	ء	Summit St. acr Cuyahoga Rivel	oss the	On proposed structure, provide a shared use path from trail on west side of the river to Franklin Ave.	High		Local CMAQ STBG HSIP SRTS









Close gaps in sidewalk network	, , , , ,	Close ga
on Roosevelt St., from Munroe Falls Kent Rd. to Gardenview St. and Meredith St. to Leonard Blvd. Provide curb ramps where missing.	on Roos Falls Ker and Mer Blvd. Prr missing.	On Roo Falls Ke and Me Blvd. P missing
Add sidewalks and crossings to connect sidewalks at Gardenview & Roosevelt with walkway to Longcoy.	1	Add sie Gardenview St. west connect of Roosevelt St. walkw
Provide sidewalk on Haymaker Pkwy. from Middlebury Rd. to W. Main St.	Provide side Pkwy. from W. Main St.	Provide Haymaker Pkwy. Pkwy. 1 W. Ma
Provide sidewalk on the south side of Munroe Falls Kent Rd. from the existing trail to Elno Ave. In addition, connect the existing trail to the proposed Rockwell Bike Trail along Munroe Falls Kent Rd.	Provide side of from the Ave. In existing Rockwe	Provide side of from the from
Reorient pedestrian signals and pushbuttons		Lake St. & Crain Ave. pushbu
Provide crossing of Lake St with curb ramps and advance pedestrian warning signs		Provide Lake St. & Harvey St. curb ra pedest



























oje	Project Type	Location	Description	Cost	Priority Level	Potential Funding Source
Sidewalk O	õ	Oakwood Dr.	Pave footpath through wooded area between Oakwood Dr. and Walls Elementary School. Connect to sidewalk on Oakwood.	Medium		Local TA SRTS
Intersection N E	Cra	N Depeyster St. & Crain Ave.	Improve and/or add crossing across Crain Ave.	Medium		Local HSIP TA SRTS
Intersection Cra	Cra Wil	Crain Ave. & N Willow St.	Enhance crosswalks, add All-Way plaques, and larger stop signs at intersection for emphasis.	Medium		Local HSIP SRTS
Over Woo Sidewalk Elmv Fran Fran	Over Woo Fairv Elmv Fran Crair	Overlook Dr. Woodhill Dr. Fairview Dr. Elmwood Dr. Frances Dr. Crain Ave.	Provide sidewalk in the neighborhoods surrounding the Elementary school to promote walking/biking.	High		Local CMAQ HSIP SRTS
Sidewalk Huds	Huds	Hudson St.	Provide sidewalk from Stanton Middle drive to Johnson Dr. Provide a pedestrian and bicycle connection, such as a shared use path, between the existing trail at Hudson St. & Judson Rd., the schools, and the proposed Lake Rockwell Trail.	High		Local HSIP CMAQ STBG TA SRTS
Sidewalk betw	Scho betw and I	School Campus Dr. between Hudson Rd. and Mantua St.	Construct sidewalk on south side of street.	High		Local CMAQ HSIP SRTS













Мар ID	School	Project Type	Location	Description	Cost	Priority Level	Potential Funding Source
28	Roosevelt High	Sidewalk	High School parking lot	Add raised islands, pavement markings, and walk for pedestrians in school parking lots to separate pedestrian area and vehicular circulation/parking areas	Medium		Local
29	Roosevelt High	Intersection improvement	N. Mantua St. & River Bend Blvd.	Improve crossing of Mantua St. at River Bend Blvd./north high school drive.	High	High	Local HSIP SRTS
30	Roosevelt High	Sidewalk	Behind school	Provide sidewalk along the north side of the rear parking lot with marked crossings to connect the ballfields and school	Medium		Local SRTS
31	Roosevelt High	Intersection improvement	N. Mantua St. & Carthage Ave	Enhance crosswalks at Carthage Ave. with high visibility markings, crossing signs, or RRFB	Medium		Local HSIP SRTS

Potential































































Non-infrastructure Countermeasure Recommendations

non-infrastructure countermeasures. Program and policy recommendations aim to re-prioritize walking and bicycling and to change the culture This plan makes recommendations that will promote and support safe routes to school through a combination of infrastructure projects and around active transportation and help increase use through encouragement, education, engagement, enforcement, and evaluation. Row highlighted in Orange is a priority based on public input.

School Project Type	Project Type	"E's"	Description	Leaders	Timeframe
All schools	Program	Encouragement	Bike lock giveaway or rental program where students can check out bike locks for one day	Kent City School	Fall 2024
			or longer periods	District	
All schools	Policy	Fnforcement	Increase sneed enforcement in school zones	Kent Police	Fall 2024
	62:0			Department	
	,		Send crossing guard(s) to ODOT's Adult	Kent City	
All schools	Program	Education	School Crossing Guard Training Program ⁵	School District ODOT	
				בוזנווכנ, ספסו	
			Conduct Parent Surveys hiannually to track	Kent City	Bi-annual
All schools	Policy	Evaluation		School	
			01081533	District	
			Develop mileage clubs which create	Kent City	
All schools	Program	Encouragement	competition between classes or grades based	School	
			on distance traveled/commuted	District	
			Review city crime information to research	Kent City	Periodically
All schools	Program	Evaluation	reasons for and to preyent future crime	School	
				District	
			Participate in events such as International	Kent City	
All schools	Program	Encouragement	Walk to School Day or National Bike to School	School	
			Day	District	

⁵ https://www.transportation.ohio.gov/working/training/active-transportation-academy











School	Project Type	"E's"	Description	Leaders	Timeframe
All schools	Program	Encouragement, Education	Host fix-it events at schools in partnership with local bike shops or advocacy groups where students can bring their bike to school for minor repairs and checks	Kent City School District, Local Bike Shops	
Elementary schools	Event	Encouragement and Education	Hire or recruit volunteers to lead a group of students and/or parents to walk to school together. Plan a route that maximizes student participation.	Kent City School District	Fall 2024, repeat annually or biannually
Elementary schools	Program	Encouragement, Education	Hold a bicycle rodeo to create a fun environment for students to learn safe cycling practices. Rodeos are often held on a weekend for a few hours.	Kent City School District	
Elementary schools	Program	Encouragement and Education	Construct a facility with pedestrian scale roadway elements to hold Safety Town and similar events. Holden Elementary School site has been requested by public to install Safety Town.	Kent City School District, City of Kent	
Davey Elementary School	Policy	Enforcement	Enforce parking restrictions on Woodard Ave. to keep clear sight distance for crossing Woodard Ave.	Kent Police Department	Fall 2024
Holden Elementary	Policy	Enforcement	Monitor speeds on Water St. near School St.	Kent Police Department	
Walls Elementary	Policy	Enforcement	Train and reinforce speed and safety expectations with drivers	Kent City School District	
Walls Elementary	Policy	Enforcement	Revise bus routes at school's entrance to avoid buses turning out of school parking lot due to lack of turn radius for buses	Kent City School District	







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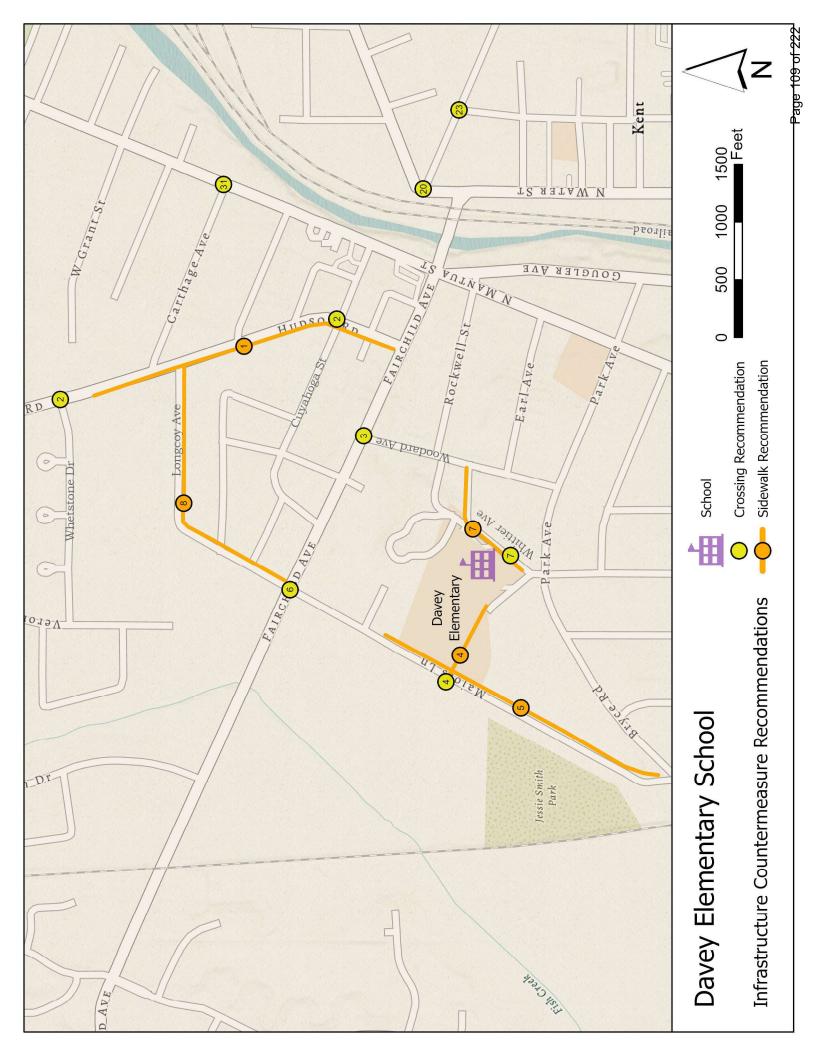
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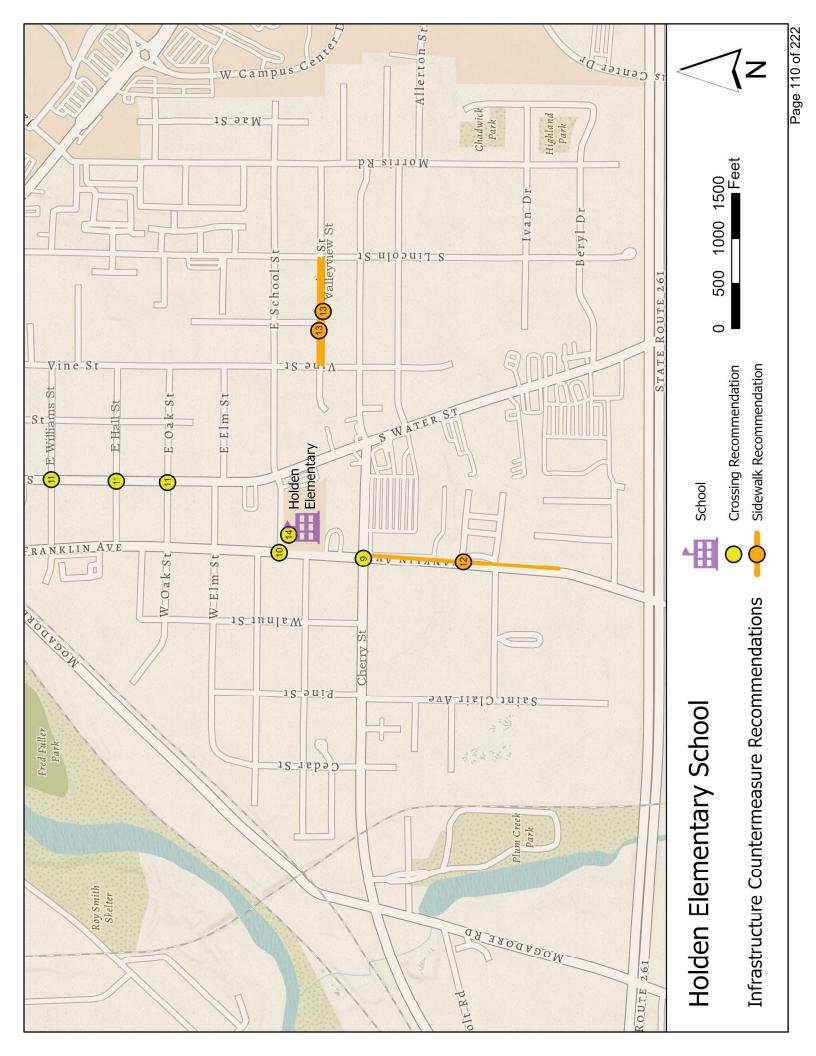
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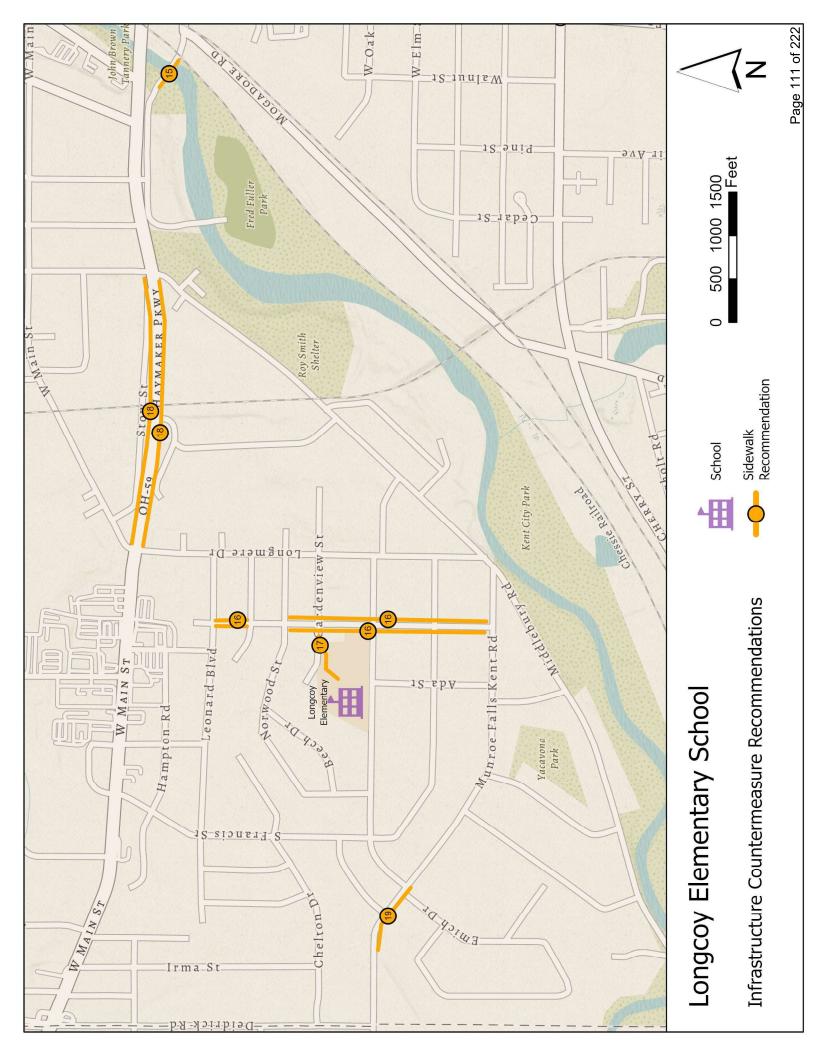
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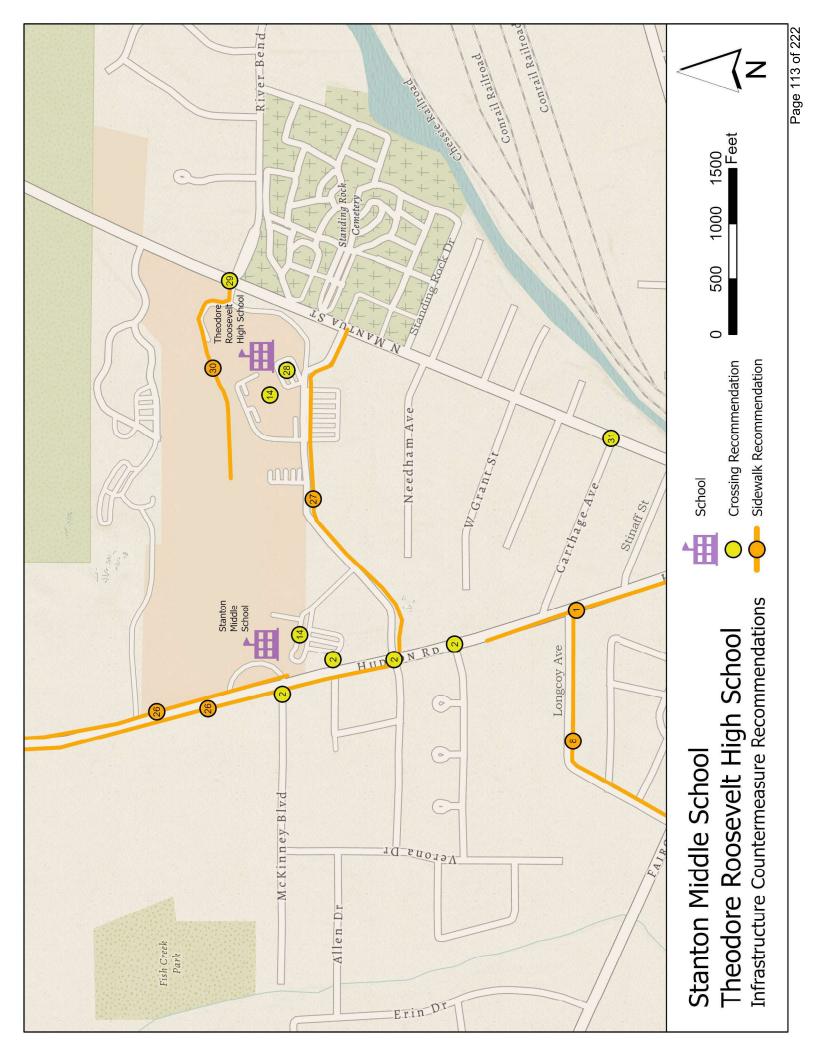








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Implementation

Collaboration is the first step towards successful implementation of the Kent STP. Stakeholders involved in the planning process will be collectively involved in the development, design, funding, maintenance, monitoring, and/or evaluation of the SRTS recommendations. See the table below for a list of implementation responsibilities and prioritized projects. The detailed cost estimates for the top 3 Infrastructure projects is included in **Appendix F**.

Agency	Role/responsibility	Timeline for implementation
School District, Police and Engineering Department	Install and Implement Safety Town at Holden Elementary (Program & Infrastructure project)	2 years
Engineering Department	Apply for funding for priority 1 and 2 infrastructure projects along Hudson Road	2 years
Public Health Department	Priority 2 evaluation recommendations	2 years





















Pledge of Support

The City of Kent and Kent City School District are joining together to improve safety and encourage more students to walk and bicycle to school. The vision for Safe Routes to School in our community is:

Several stakeholders shared their vision for the City of Kent School Travel Plan. These visions included:

- Easier access to sidewalks/pedestrian features for everyone, particularly students during all seasons.
- Reduced vehicular speeds on roadways city-wide
- Make walking cease to be the exception
- A feeling of reconnected community, where residents look out for students
- Encourage biking for transportation
- Policy that supports improved public health

Letters of support and signatures will be sought from a diverse group of stakeholders, including those who contributed to this plan. Examples of supporting individuals include principals, school administrators, city council, the mayor, PTA representatives, and the City Engineer.























Appendix A Walk Audit Route Maps























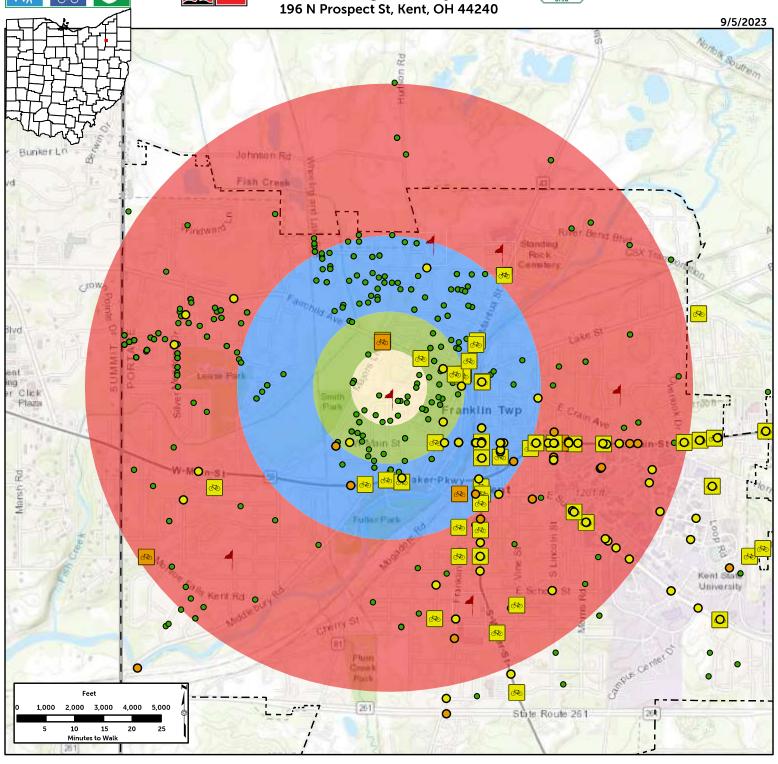


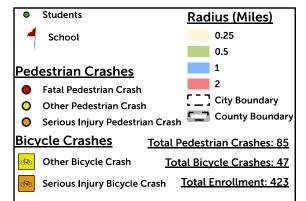


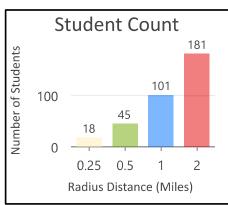
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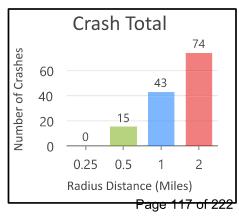












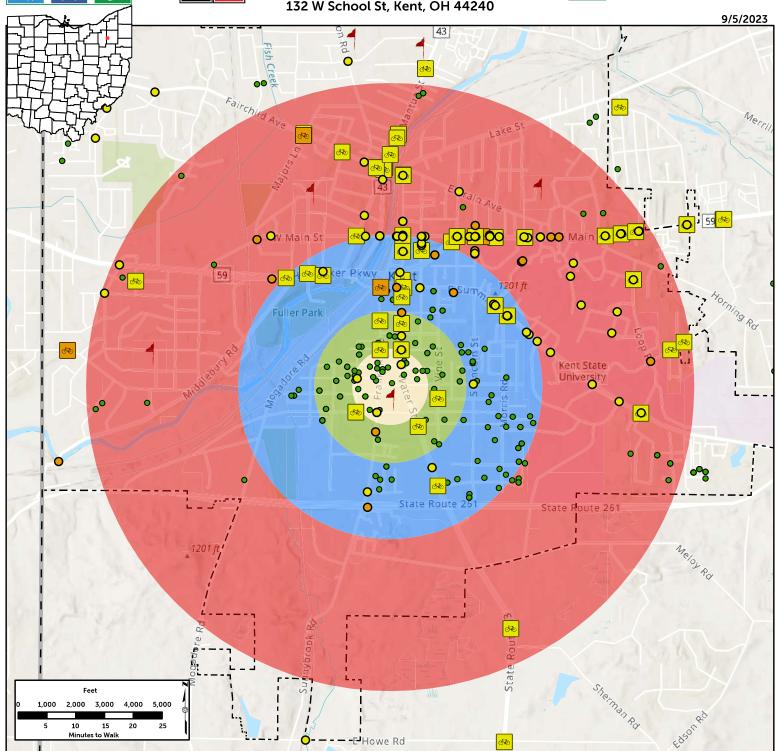


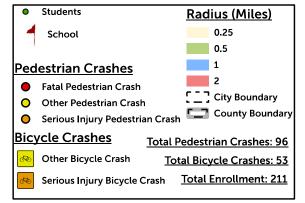
Holden Elementary School Kent City Schools Portage County

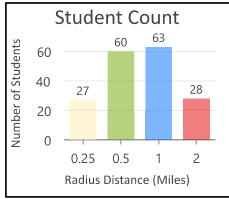
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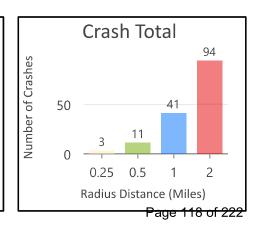


OHIO DEPARTMENT OF TRANSPORTATION **Division of Planning** Office of Program









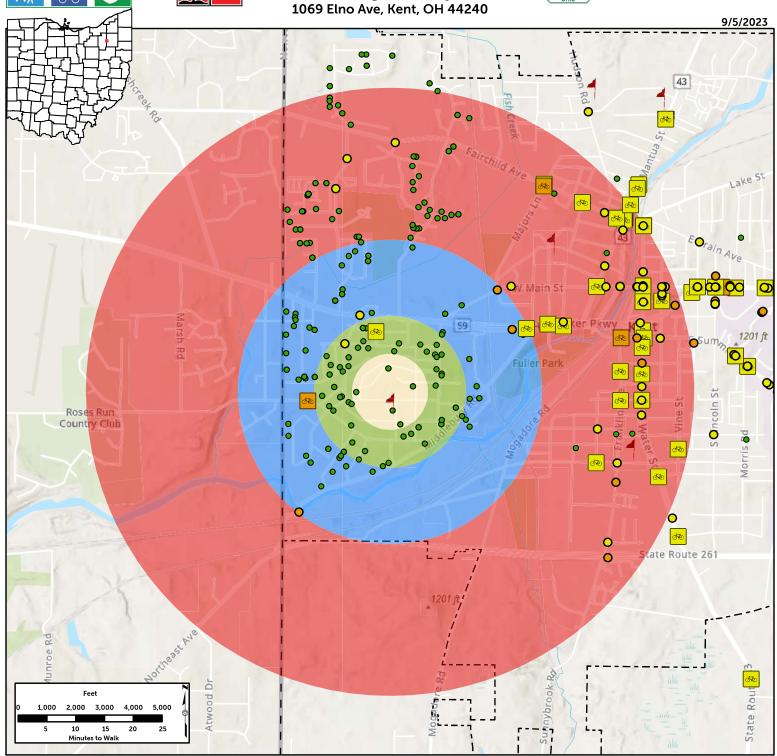


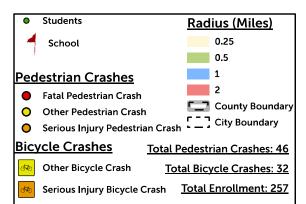


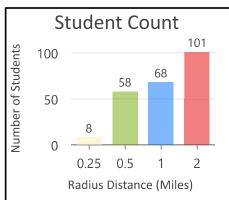
Kent City Schools Portage County

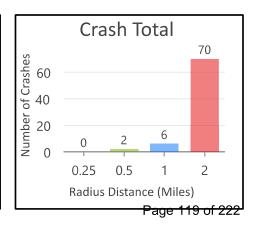
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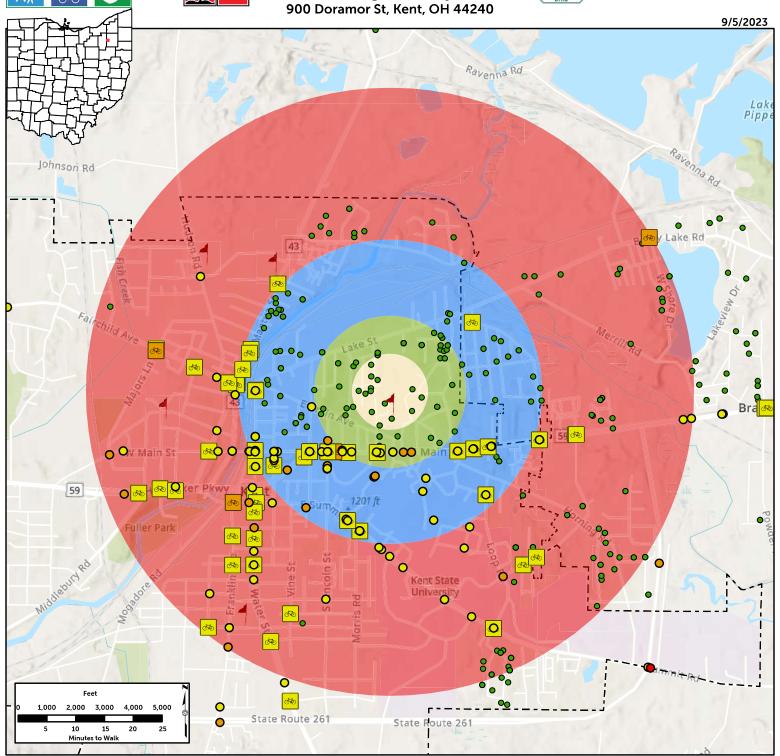


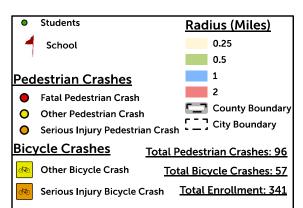


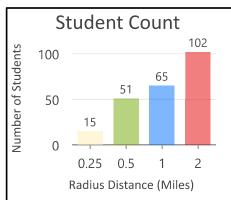
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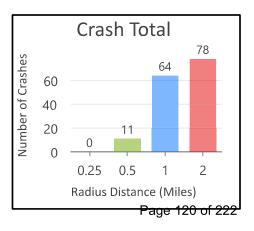
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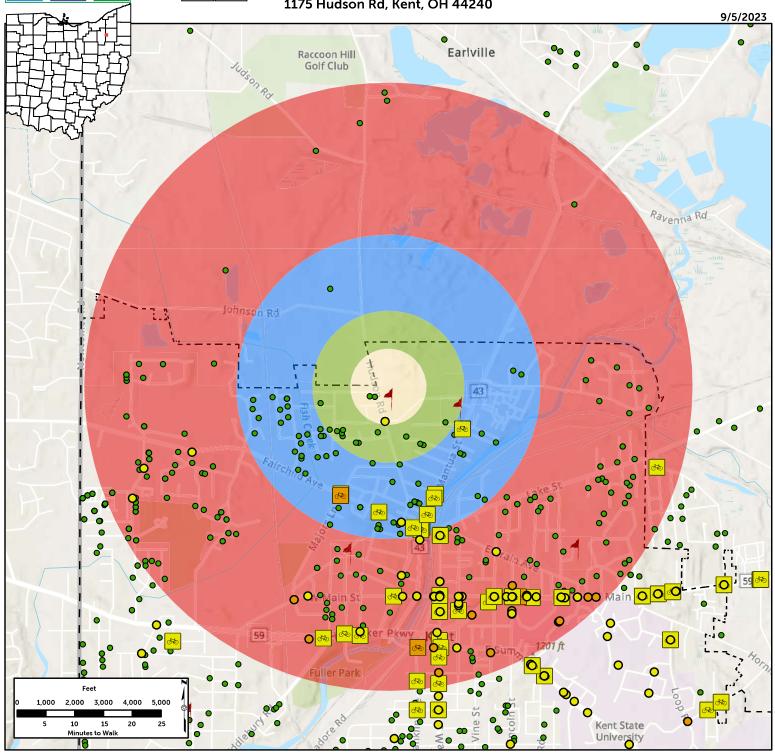


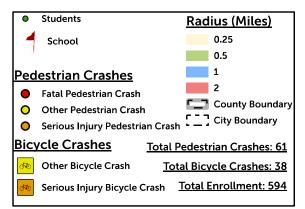


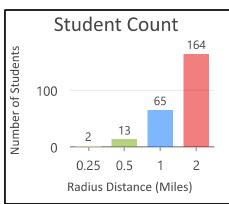
Stanton Middle School Kent City Schools Portage County 1175 Hudson Rd, Kent, OH 44240

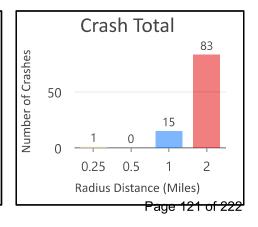


OHIO DEPARTMENT OF TRANSPORTATION Division of Planning Office of Program













Theodore Roosevelt High School Kent City Schools Portage County

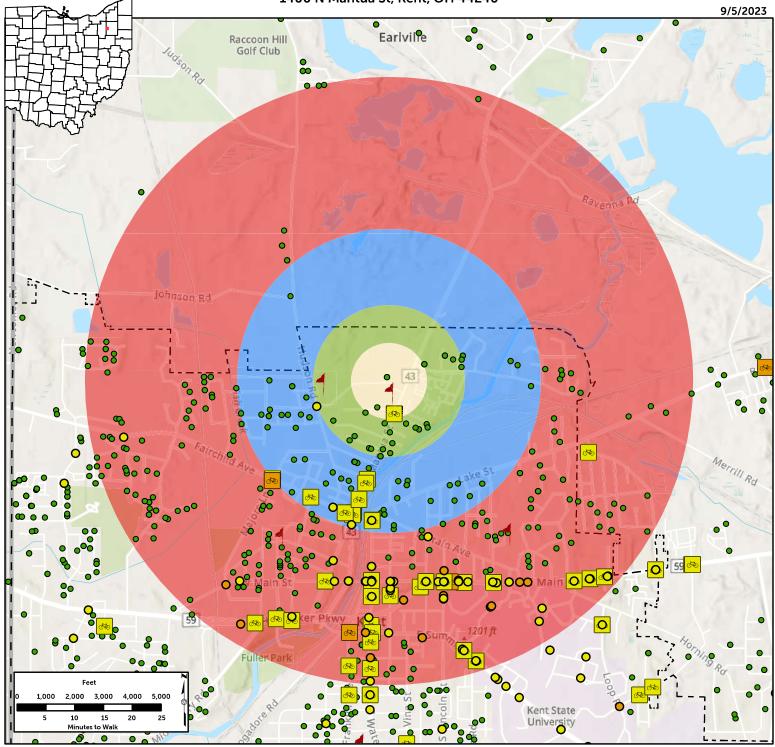
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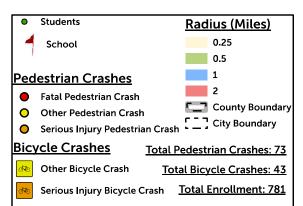


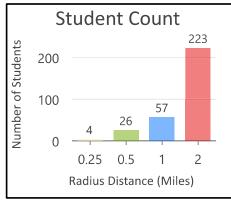
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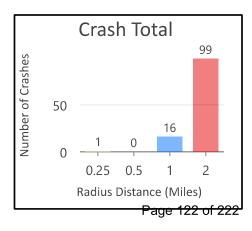
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Appendix B Parent/Caregiver Survey



















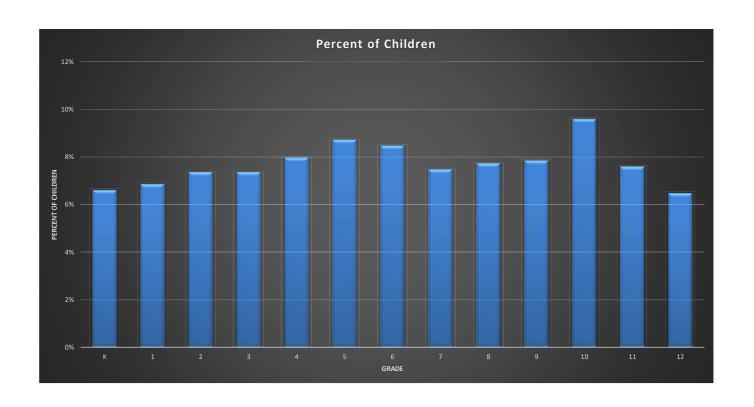




Parent Survey Report: One School in One Data Collection Period

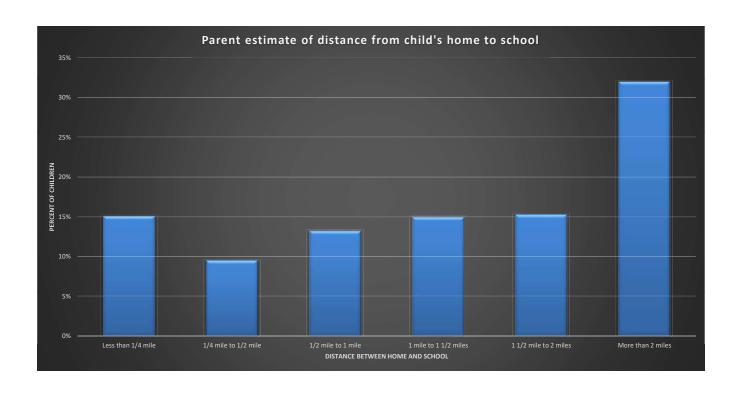
School Name:	Kent Schools	Set ID:	
School Group:	Kent City School District	Month and Year Collected:	Aug-23
School Enrollment:		Date Report Generated:	11/1/2023
% Range of Students Involved in SRTS:		Tags:	
Number of Questionnaires Distributed:		Number of Questionnaires	026
		Analyzed for Report:	826

This report contains information from parents about their children's trip to and from school. The report also reflects parents' perceptions regarding whether walking and bicycling to school is appropriate for their child. The data used in this report were collected using the Survey about Walking and Biking to School for Parents form from the National Center for Safe Routes to School.



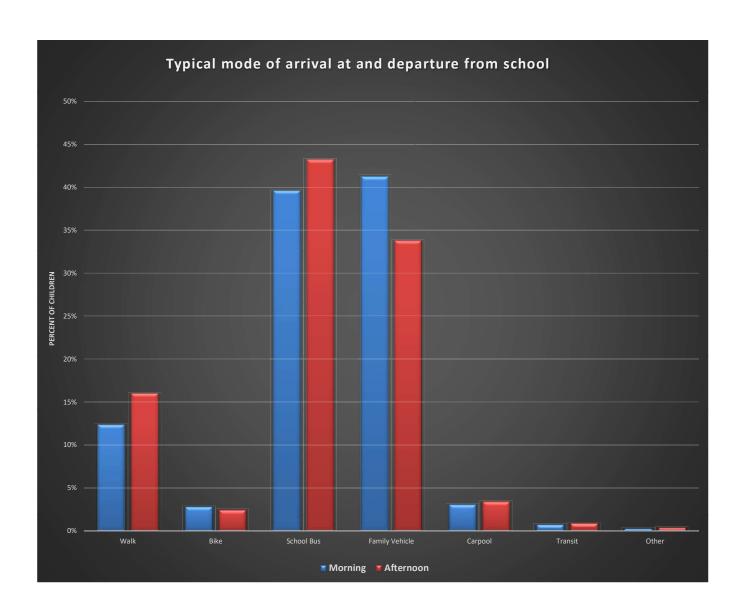
Grade levels of children represented in survey

	Responses per grade		
Grade in School	Number	Percent	
K	53	6.60%	
1	55	6.85%	
2	59	7.35%	
3	59	7.35%	
4	64	7.97%	
5	70	8.72%	
6	68	8.47%	
7	60	7.47%	
8	62	7.72%	
9	63	7.85%	
10	77	9.59%	
11	61	7.60%	
12	52	6.48%	



Parent estimate of distance from child's home to school

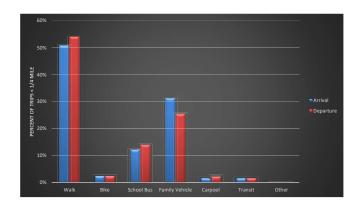
Distance between home and school	Number of children	Percent
Less than 1/4 mile	122	15.06%
1/4 mile to 1/2 mile	77	9.51%
1/2 mile to 1 mile	107	13.21%
1 mile to 1 1/2 miles	121	14.94%
1 1/2 mile to 2 miles	124	15.31%
More than 2 miles	259	31.98%

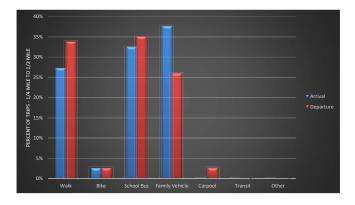


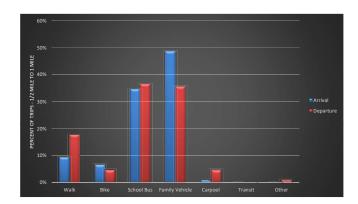
Typical mode of arrival at and departure from school

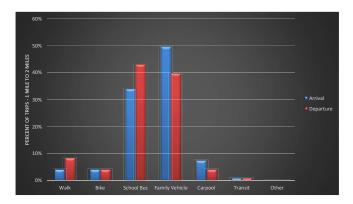
Time of Trip	Number of Trips	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Morning	826	12.35%	2.78%	39.59%	41.28%	3.03%	0.73%	0.24%
Afternoon	826	15.98%	2.42%	43.22%	33.78%	3.39%	0.85%	0.36%

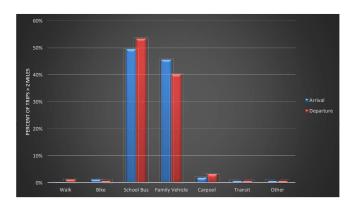
Typical mode of school arrival and departure by distance child lives from school











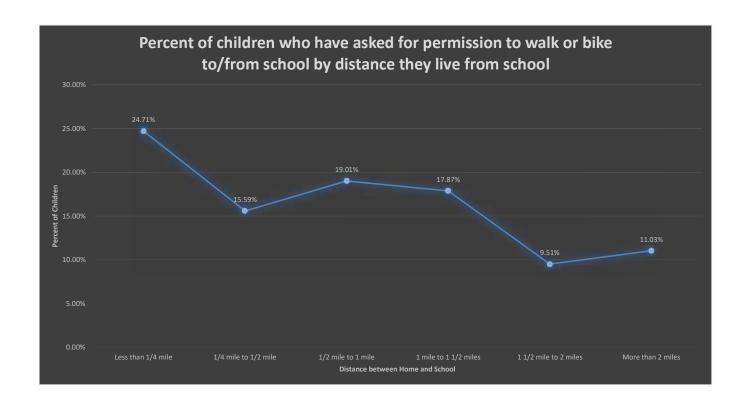
Typical mode of school arrival and departure by distance child lives from school

School Arrival

Distance	Number of Trips	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Less than 1/4 mile	122	50.82%	2.46%	12.30%	31.15%	1.64%	1.64%	0.00%
1/4 mile to 1/2 mile	77	27.27%	2.60%	32.47%	37.66%	0.00%	0.00%	0.00%
1/2 mile to 1 mile	107	9.35%	6.54%	34.58%	48.60%	0.93%	0.00%	0.00%
1 mile to 1 1/2 miles	121	4.13%	4.13%	33.88%	49.59%	7.44%	0.83%	0.00%
1 1/2 mile to 2 miles	259	0.77%	1.16%	26.64%	16.22%	2.70%	0.39%	0.00%
More than 2 miles	259	0.39%	1.16%	49.42%	45.56%	1.93%	0.77%	0.77%

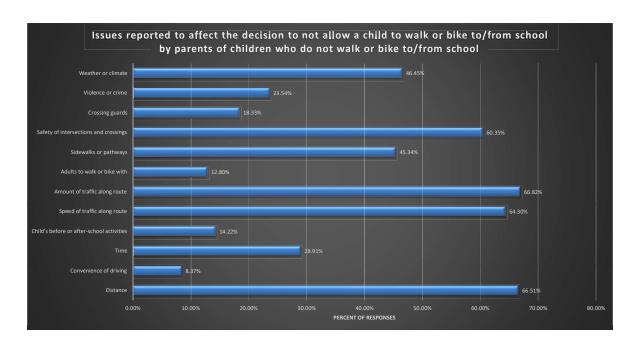
School Departure

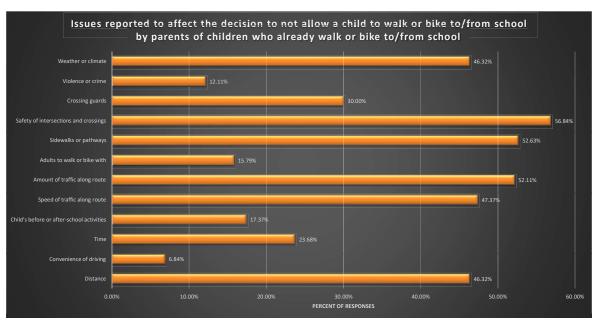
Distance	Number of Trips	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Less than 1/4 mile	122	54.10%	2.46%	13.93%	25.41%	2.46%	1.64%	0.00%
1/4 mile to 1/2 mile	77	33.77%	2.60%	35.06%	25.97%	2.60%	0.00%	0.00%
1/2 mile to 1 mile	107	17.76%	4.67%	36.45%	35.51%	4.67%	0.00%	0.93%
1 mile to 1 1/2 miles	121	8.26%	4.13%	42.98%	39.67%	4.13%	0.83%	0.00%
1 1/2 mile to 2 miles	259	2.32%	1.16%	28.19%	13.90%	1.54%	0.77%	0.00%
More than 2 miles	259	1.16%	0.77%	53.28%	40.15%	3.09%	0.77%	0.77%



Percent of children who have asked for permission to walk or bike to/from school by distance the live from school

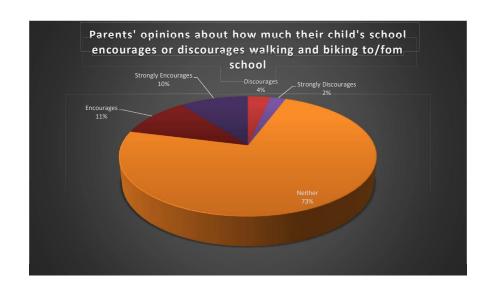
Asked Permission?	Number of Children	Less than 1/4 mile	1/4 mile to 1/2 mile	1/2 mile to 1 mile	1 mile to 1 1/2 miles	1 1/2 mile to 2 miles
Yes	263	24.71%	15.59%	19.01%	17.87%	9.51%
No	563	10.12%	6.39%	10.12%	13.14%	17.58%

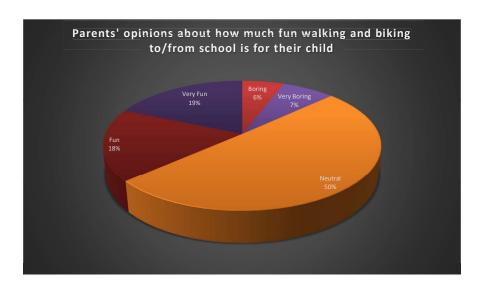


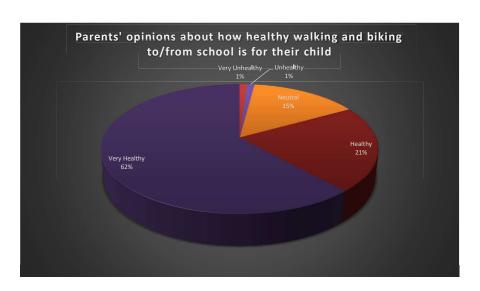


Issues reported to affect the decision to allow a child to walk or bike to/from school by parents of children

Issue	Child Does not Wa	alk/Bike to School	Child Walks/E	sikes to School
Distance	421	66.51%	88	46.32%
Convenience of driving	53	8.37%	13	6.84%
Time	183	28.91%	45	23.68%
Child's before or after-school activities	90	14.22%	33	17.37%
Speed of traffic along route	407	64.30%	90	47.37%
Amount of traffic along route	423	66.82%	99	52.11%
Adults to walk or bike with	81	12.80%	30	15.79%
Sidewalks or pathways	287	45.34%	100	52.63%
Safety of intersections and crossings	382	60.35%	108	56.84%
Crossing guards	116	18.33%	57	30.00%
Violence or crime	149	23.54%	23	12.11%
Weather or climate	294	46.45%	88	46.32%
Number of Respondants	633	100.00%	190	100.00%







Comments Section

Survey ID	Comment
1136689631	We always walk ot bike weather permitting. But with an adult only
1136689714	Lack of sidewalks and crime in our area prevent this. Plus when its cold and snowing.
1136689953	There has been a huge increase in hit and runs and pedestrians being hit by a car
1136690060	We live too far for walking or biking.
1136690122	Crain Ave is busier than I'd prefer for my child to walk or bike alone.
1136690124	I would love for it to be safer, and for crossing guards to be present on the main crosswalks.
1136690152	More Crossing guards
1136690210	Sidewalks and traffic are a concern since the sidewalks are VERY broken and if it's raining the water gathering on the road has gotten us soaked by cars in the past
1136690248	I'm not sure how you might change distance we don't plan to move
1136690280	We used to live closer to Longcoy and we walked. However, it was very difficult. There are no crossing guards by the back of the school (residential area), no sidewalks, and the roads are skinny and deteriorated. Plus, cars drive very fast.
1136690493	There are no bike racks at the school, or if there are, they aren't visibly placed. The new parking lot construction did not include a sidewalk along the driveway into and out of school, so students walk along the road and cross through traffic. In the winter, sidewalks between our house and the school are not cleared regularly. There is significant truck traffic on State Route 43 and it's incredibly dangerous to bike on that road.
1136690617	I have heard children are not allowed to walk or bike alone until 5th grade at Longcoy. The way we would walk lacks sidewalks on certain streets (Roosevelt St). So that is an issue. If my child were to walk (it would have to be alone as I am a single parent that works at 7 am, I would need to get him a form of technology so I can track him etc.
1136690622	For us this was an issue because we had bussing last year. We were not aware we did not get bussing this year since we live less than a mile. My child would have to walk through neighborhoods and across 43. I feel this is extremely unsafe due to being so close to the interstate, constant speeding issues in our own street and 43 and young drivers everywhere. Not to mention human trafficking is a real thing.
1136690665	We live a little to far and my street doesn't have sidewalks. My street is way to busy and cars do NOT pay attention. I'd definitely feel unsafe if I let my children walk or ride a bike to school. Will never happen unless I go with them.
1136690787	The ongoing and unaddressed issue of people being struck / swooped by hawks along the back of walls elementary
1136690792	The only safety issue I can see is widening the drop off road it is very tight for cars on each side and students walk near there too.
1136690849	My son would have to cross a busy road and I would never let him do this at his age. Unfortunately the bus will not pick him up because he lives too close to the school.
1136690911	I do not feel children should be walking to school alone and not all adults have the opportunity to walk with them. I certainly do not want my children walking to and from school ever.
1136691072	We live very far from the school having to cross multiple heavy trafficed roads, a low income housing neighborhood, and a very long walk. Not feesable for any age.
1136691290	My daughter has to walk because we live too close to the school and we don't have a car to drive her. We're a walking family but I don't like that she has to cross a busy road. I have other kids in the elementary school so she has to walk by herself. It's nice there is sometimes a crossing guard.
1136691322	No direct route from our house. No sidewalks.
1136691435	SR 43 is very busy, it makes me nervous my child would have to cross it to go to school.
1136691452	The pick up and drop off areas need better organization.
1136691469	Route 43 has a lot of traffic. It's also dark in the mornings for much of the school year. Also my child carries a heavy backpack and is quite small for her age (4'9"" as a senior). We drove our other child until she bought her own car. 2 backpacks (1for sports) carried over a mile in the dark was too much
1136691583	We live too far away from school with too many intersections and College student poor drivers.
1136691616	This survey seems to have a built in bias that walking/biking is the best option. It takes at over 20 minutes to bike from our house and would be closer to an hour to walk. How could any student do that in the winter?!?!
1136691627	If we lived closer to the school we would allow walking or biking.
1136691663	Wish the sidewalks on Hudson were all the way to school on both sides
1136691705	The traffic speeds on our road are crazy. School zones are ignored most of the time. Mostly by traffic coming from the school. There is no crossing guard at the light on mantua/Roosevelt drive. We live on the opposite side of the street as the school. Also the sidewalks were all tore up this spring on both sides of the street making kids have to
1120001007	walk in the road to get around caution tape.
1136691897 1136691957	Sidewalks on Roosevelt between Gardenview and Elmo would make walking more appealing The speed of traffic and number of cars on Lake street and my kids' ages are the main reasons why I wouldn't allow my kids to walk/bike to school.
1136691957	We need more intersections with crossing guards.
1136691985	My kids walked to/from in elementary school (0.25 miles.) They will not be bussed to high school despite it being a very long, dark (both due to the time of day and no lights) walk and will need to cross 2 busy intersections where there are frequent collisions. I will be driving them.
	The one intersection at N River/Elno/Emich is very dangerous. Cars routinely do not stop at stop signs, visibility isn't great, there is no cross walk, and no sidewalk. Cars
1136692013	definitely do not yield to pedestrians and my kid is small. If there was a crossing guard at that intersection I would allow my kid to walk to school, they would probably meet up with other walking friends at Francis and finish/start the walk together. That one part of the route/intersection is 85% of why we don't walk and instead ride the bus or drive.
1136692018	Every elementary child should be able to ride the bus regardless of distance from school.
1136692129	I have a stalker who watches my house. So, the best option here is for my kid to ride the bus.
1136692132	She only wants to ride the bus because of rain and snow.
1136692275	I would not allow my child at any age to walk or bike to or from school. At first I was afraid to allow Thomas to walk to and from school. So far though he has been doing really good. I will say now that he is walking I will be getting him a phone that
1136692300	will stay in his bag in his locker. It will have a tracking app on it for my comfort of knowing where he's at!!! There are no sidewalks and the traffic is crazy and no one goes the speed limit on the route needed to get there. So walking or biking is an absolute NO. Our bus stop is the
1136692336	only one that has to cross the road, everyone else walks straight up the bus steps, no crossing these busy streets.
1136692358	We love very far from the school.
1136692387	Son just started walking alone to and from school when started 3rd grade. It was time he felt like he was responsible enough to walk alone and walk responsibly. Would like another cross guard on the corner of Woodard and whittier st for extra safety since there are a lot of kids using that intersection.
1136692437	There are no sidewalks on Franklin once you pass cherry so the kids that live in Indian valley or our neighborhood behind Marc's have no sidewalk to walk on on Franklin but some students are being refused bussing due to distance which shouldn't be allowed due to safety if they ride bikes they would have to ride in the road which is unsafe
1136692727	Feel there needs to be sidewalks on Roosevelt way to be safe for students who do walk and ride bikes to school.
1136693019	Is unsafe for my child because she catches her bus at 6:18am. At that time it's still very dark outside. Also there are no side walls.
1136693063	Our neighbor is off of State Rate 43. There is no way we would want any child, let alone our own walking or riding a bike on 43!

1136693109	We live 3.5+ miles from school in a more rural area without sidewalks. I loved walking to school as a kid, and it would be feasible for my child to one day bike - particularly to his middle school (he's in elementary now), but there is no way in hell I'd let him bike. Drivers are on cell phones, it's hilly, and there are no sidewalks - my kids would die. I'd die. I don't trust drivers, and it would have to radically shift on the roads for me to allow him to ride a bike. Or, we'd need a close bike path off the main road. Then my mindset would shift to ensuring bad actors are not on such a path. I think it's healthy and good for time management, but there's too much danger.
1136693166	As a fellow cyclist I think it would be wonderful if my daughter rode her bike to school. However there are limitations to that being practical which primarily hinges on traffic and lack of sidewalks. Her extra school activities take her down to only using school transportation in the morning. Family pick up in the evening.
1136693330	The traffic pattern at the school makes no sense. The cars picking up and dropping off students drive against traffic to get to the back of the school for drop off and pick up. If the bus line was wider the cars could drive around the buses and maintain a normal traffic flow. The cars at the intersection driving in frequently run the stop signs and flashing red light to get into line as well. The crossing guard does a great job calling people out on running the intersection, but it continues. Widen the bus line to allow cars around and change the lights and school signs at the intersection. It's just a matter of time before someone gets hit there. The current process lacks common sense.
1136693575	Student is intradistrict open enrolled so it's too far from our current location to walk or ride a bike. There are too many large highways/too many unsafe roads ways, and too many speeders/other traffic violations.
1136693648	There aren't enough bike racks at school. The other issue is childcare and my husband and i commuting to and from work.
1136693852	Having to walk or bike down majors lane and longcoy Ave does not feel like a safe option for any child. If my child were to cut through the neighborhood across from the middle school it would make his walk even longer. There are no crossing guards for kids crossing any part of majors lane or crossing from Fairchild to majors at the bottom of the hill where cars go flying by. It is unsafe.
1136693888	We live on the very outer edge of the district with no safety for walkers or bikers but if the situation changed it would be nice. The kids have asked to ride or walk before and would be willing to walk home if they needed to . It's just not safe
1136693906	More adults and crossing Guards and safety or supervision with other students would be wanted before child walks to and from school
1136693976	Our children have had no choice of whether they walk or ride a bus ever since elementary school. I had to put my younger children into daycare in elementary school so they could safely be transported school via school bus because unfortunately I have to work and could not transport them by myself. Now my youngest is in high school I have to depend on multiple family members to help transport her back and forth to school because she would have to walk alone and cross a busy intersection and to be honest worry about strangers. Sex trafficking is high in ohio and for the school to put our young adults at risk is disturbing. I feel schools that make our children walk to school, especially elementary students, unsupervised do not care about their safety.
1136694141	I live on a section of road with no sidewalks on most of the road, and the curve between our house and Emich Dr is very dangerous both in the morning and afternoon due to the speed of traffic and distracted drivers, in addition to sun in driver's eyes in the afternoon. A child was hit there just 2 years ago and it's not a safe place for my child to walk home, even walking home from the bus stop at that intersection, which is why we've called the bus garage and asked for them to please change his bus drop-off to in front of the house because the bus drove right past after drop-off at Emich. Thankfully they did change it for us this year. (see article https://fox8.com/news/14-year-old-hospitalized-after-hit-and-run-in-kent/)
1136694172	There are no sidewalks on state route 43. With how much people speed down 43 as well I do not believe they would ever be safe biking to school.
1136694722	I have children at the elementary school the middle school and the high school. If we lived closer I would love to let my children ride a bike however we live to far of a distance from all 3 school and traffic is really heavy on fairchild it seems very unsafe.
1136694972	The only path to walk to school from our house is sidewalks right next to a 4 lane road that is one of the busiest roads in town. There are 4-5 intersections to cross for walking and I don't believe any of them have pedestrian cross walking lights and only one intersection has a crossing guard. I don't see how improvements can be made to make it a safer experience to allow students of a young age to walk to school from my road.
1136695049	My son is in 9th grade. He is 1.3 miles from school therefore, he is required to do so. I feel it is unsafe for many reasons. There is tons of traffic bf and after school hours. Not including the terrible weather conditions that have already effected his route. I don't have a vehicle to provide the service for him. I think it's is unfair for kids that live that far to walk lake and 43 especially in those weather conditions.
1136695194	There are no sidewalks from the major roadways in to the school. The highschool parking lot was not built with walkers or bikers in mind. Many of the local neighborhoods don't have sidewalks or good lighting. These kids are making their way to school in the dark in the morning most of the year. Inclement winter weather is especially prohibitive with the absence of sidewalks. Crossing state route 43 in morning rush hour traffic is also a joke. Let's get serious please.
1136695317	We wish there were more sidewalks but still feel as though it's safe. He takes the shortcut home which is not in the road.
1136695341	There is no sidewalk on roosevelt and we have to walk on the edge of the road and sometimes jump into the grass if cars are coming. The road is very washed out as well. There's a ton of traffic because of the drop-off area on Gardenview. I am not sure if we are allowed to walk to the cat drop off area but that route seems safer at this time
1136695625	Due to busy streets and lack of paths that are safe, we don't have her walk or bike.
1136695779	It seem rather dumb to promote walking and biking when the infrastructure does not support such activities, especially in the winter weather when neither the city nor residents regularly clear and salt foot paths. Another issue with promoting such activities does not take into account the early start times for school, a disincentive for those who might otherwise bike or walk. Another issue to consider is that Kent has an influx of college student residents in the fall when biking and walking conditions are optimal. Many of these residents are new and unfamiliar with the local traffic conditions or habits with increased risks on the shared thoroughfares.
1136695804	There are no sidewalks for a large part of the ride, the street lights are awful, nobody clears snow, and on the school road there is no grass strip spacing the sidewalk from the street (very unsafe walking/riding conditions). The traffic where there are no sidewalks is heaviest, and there is a tight blind turn drivers routinely skid out of. We are in a nobus zone, so we don't have choices. On Hudson road, there is a single sidewalk, it isn't wide but must be shared with walkers and bike riders. The lighting on that sidewalk is non-existent.
1136695831	The new road and parking lot at Roosevelt is horrible. There is no sidewalk along the road coming off of 43 (roosevelt drive) for the students to walk on when arriving to school. The kids have to walk on the road with cars flying up and down it, there no longer is a sidewalk leading to the sidewalk on 43 off of roosevelt drive. The 3 lane drop off/pick-up is a mess and unsafe because the students still have to try and cross in front of cars when arriving/departing school. That whole new set up was planned out very poorly when it comes to the safety of our children.
1136695919	The route between our home and school lacks sidewalks and adequate lighting. Residents do NOT clear snow in the winter months making walking dangerous and difficult. Traffic on parts of the route is heaviest where there are no sidewalks. We are in a no bus zone which makes walking/biking compulsory.
1136696645	Only part of our neighborhood has sidewalks, so part of the way would be walking on grass or on road. The entrance for students who are being dropped off by car or walking requires you to go down a narrow road with no sidewalks, no curb, no 4 way stop, so it is tight when 2 cars pass each other. Road needs to be widened and sidewalk put in.
1136697288	It would already improve the safety of children at the school if there were sidewalks along any side of the streets near the school.

1136697467	I have walked my son every day that weather permits since kindergarten. I constantly review the safety of being aware of people backing out of driveways (we have had a few close calls in our neighborhood with residents not paying attention and almost running into us). The crossing guards are occasionally on point and typically being kids who are more involved in social interactions with each other rather than being aware anyone is even crossing. Today for example as I was leaving Loncoy I had just started to cross and a parent decided to drive their car through the stop sign and passed right in front of me causing me to have to stop in the street to let them by. I put my arms in the air to signal my frustration and the three aids standing at the sidewalk didn't even notice. This exact car then stopped about 100 ft later to let their child out of the vehicle on the opposite side of the street from the school so the child had to cross outside of any crosswalk. This was the second car of the morning that I witnessed do drop off on Elno (in front of the building) instead of the designated vehicle drop off lane in the back off of Gardenview. I have also witnessed many cars especially in the morning run the stop sign in the intersection of Jessie and Ada which discourages me from allowing my son who should be approaching an age to be able to walk/bike on his own. He is responsible enough to handle that responsibility however the community is clearly not. One of the 2 larger busses that drop off kids in the morning seems to not be aware of the speed limit as well. There is one constant against the pedestrian population and that is ANYONE driving a vehicle is unconcerned with safety.
1136697532	The major obstacle from our house to school is a lack of sidewalk along the route.
1136697610	The traffic and not having sidewalks the whole distance. Also their are apartments along the path that are not the safest.
1136697719	Since it's still light out in the morning I feel that it's safe for him to ride his bike. People tend to speed and run stop signs on Hudson, so it makes me a little bit nervous.
1136697818	The sidewalks are often not shoveled in the winter and are covered in ice and deep snow. There is rarely a crossing guard to help kids to cross Hudson. Once the time change happens the kids are walking to school in the dark. Our neighborhood does not have street lights.
1136697856	There are no sidewalks from the major roadways in to the school. The highschool parking lot was not built with walkers or bikers in mind. Many of the local neighborhoods don't have sidewalks or good lighting. These kids are making their way to school in the dark in the morning most of the year. Inclement winter weather is especially prohibitive with the absence of sidewalks. Crossing state route 43 in morning rush hour traffic is also a joke. Let's get serious please.
1136698252	My son is to young to walk by himself to/from school. I have to walk with him and bring my other children. When the weather starts to get bad out I'm no to sure what I will be doing because I'm not going to have my kids freezing to get to/from school.
1136698568	Our son bikes daily. However, there are no bike lanes and the Sheets intersection crossings requires utmost caution as cars just turn right without checking for pedestrians. There should be a no turn on red at that intersection and more ""bikes can use full lane"", for example on Crain or Hudson. Not on the way to school, but still a concern when biking: Crossing 59. Cars hardly ever stop despite of the huge signs. The city should install lights for these crossings. I also commute by bike and am passionate about this. Feel free to contact me for more discussions at 330-389-1241.
1136698624	Many of the parents have been talking about the parking lot at Walls. Since last year large potholes in the main flow of traffic have not been addressed appropriately! The traffic flow especially at pick up is mismanaged and needs addressed! The potholes and flow around them along with the unorganized release of parent pick up traffic needs addressed! The staff do They're best managing the pick up lines and I thank them for that. However, I wouldn't begin to allow my child to walk or ride a bike with this lackadaisical approach to safety it start at the school. I can't begin to talk about the walk home. This is a safety concern for Walls elementary that needs fixed from the top down. Unacceptable!
1136698895	I tried to get kids from neighborhood to walk or bike to elementary school but along shortest easiest route there are no sidewalks so most kids were not allowed. If there were sidewalks kids would walk or bike in groups of friends
1136698941	I would have my child walk home from school but do not because must cross a busy road at Crain Ave bridge by herself. The other route would be to walk through the high school campus where there are areas with no sidewalks. There is a good crossing guard directly leaving the school, but the other busy street (Crain Ave.) bridge by Sheetz is unsafe as well as walking through the high school campus. If there was a crossing guard at Mantua to Crain Ave. bridge by Sheetz, I would let her walk.
1136699127	Crosswalks and lighting on sr43 need to exist and work both.
1136699136 1136699254	We live too far for my kindergartener to walk. She enjoys riding the bus with neighborhood friends. I worry about the traffic on Fairchild. A lot of people go over the 25 mph speed limit. I also worry that part of the sidewalk is located right next to the road, without a tree lawn
1136699477	separating the road and the sidewalk. Another concern I have is the hill that my child has to walk up and down on Fairchild. I will not allow my child to walk back and forth to school. It is to far, weather is unpredictable in north east Ohio, people drive like they are on the highway on side streets near
	our neighborhood. It is very unsafe.
1136699894	My child would live to walk. The distance is too far for her to walk alone. Also traffic is very busy.
1136699977 1136700113	Since we live so close to the middle school bussing is not offered, but I'm very confident in my son walking to/from school. Crossing W Main street can often be dangerous, despite crossing at crosswalks and waiting for appropriate changes in traffic lights. There are too many distracted drivers and we have had several unsafe situations over the years. It would be great to offer a primary crossing point with an adult crossing guard to assist with safety in the morning and afternoon. The afternoon is more unsafe.
1136700181	It's hit or miss if they will have a component crossing guard or even one there at the intersection of Hudson and Robert Dr. He doesn't walk in bad weather. Side walks are not shoveled, streets are barely passable in in in-climate weather. There are no street lights turned on and it is unsafe most days.
1136700655	My daughter is not aloud to walk to school due to there being no sidewalks on Franklin Ave. She is considered a ""walker"" to the school district since we live 1 mile away but I was able to get her on a bus route due to there being no sidewalks. Her other option would be to walk to school on Route 43 in Kent that does have sidewalks but it is heavily trafficked and unsafe intersections.
1136700934	I don't feel comfortable allowing my 11 year old to walk or bike 2 miles to school without an adult
1136701498	No to everything because of age.
1136701864 1136702171	Traffic on 43 and people cutting through the back neighborhoods is my main concern. 1. Hudson road is busy with car traffic and sidewalks have many pedestrians so there is not a good place to bike safely. 2. Current high school drop off system does not
	support cyclists as they have to cross oncoming traffic in the drop off lane 3. Need more bike racks
1136702271 1136702431	My son has autism so I probably would not let him walk along the busy main road. The roads from Franklin township to inner Kent does not have sidewalks. I would never allow my children to ride their bikes or walk in fear of being hit by a car. If sidewalks
1136702555	were placed I might consider when they're older. We live to far for me to want my child to walk or bike to school she's a bud rider. In some areas there's no sidewalks or rails to protect pedestrians n bike riders
1136703190	Having to walk or bike down majors lane and longcoy Ave does not feel like a safe option for any child. If my child were to cut through the neighborhood across from the middle school it would make his walk even longer. There are no crossing guards for kids crossing any part of majors lane or crossing from Fairchild to majors at the bottom of the hill where cars go flying by. It is unsafe.
1136703442	I support making walking/biking to school easier and safer for more kids. We live too far from the school and there are not any safe options or roadways to allow our kids to bike/walk.
1136703530	We walk most of the time. I enjoy walking with my daughter to and from school, walking the dogs sometimes with us. My daughter has asked to walk by herself but I enjoy it and she is only 8 so I will walk with her. I may start to allow her to walk home alone since there is a large group of kids adults that all walk in pur neighborhood and we love our crossing guard too.
1136703982	No sidewalk on our street but sidewalk on Elno. Would not allow child because too young to walk alone.
1136704084	Do not want my kids walking to or from school and they do not have bikes
1136704137	With two working parents, and the distance we live from the school it would be difficult for my husband or I to walk our son to school. It just doesn't work for our schedule to walk 20 minutes to the school and then back everyday. Additionally, because of the distance walking home in thunderstorms or snowstorms is dangerous.

1136704206	We live in the township without sidewalks and most of the traffic speeds.
1136704466	We live outside of the city limits. If we lived closer, we would consider allowing our child to walk or ride a bike. It is impossible for her to do so where we are located.
1136705237	My child does walk or bike to and from school occasionally but it's more safe and convenient for him to ride the bus, even as an 8th grader. Sometimes he leaves for school and it's still dark outside. He would have to leave the house earlier than normal in order to make it there on time if he walks or bikes, and he's not a morning person. There's not a sidewalk the entire way to the school so for me, it's more of a lack of trust in the commuters who are quite possibly distracted while driving than it is anything else.
1136705326 1136705715	She's 6 She should not be walking to school alone yet. I have difficulty leaving work at the exact time I need to. I miss the bus! Lack of sidewalks and crime in our area prevent this. Plus when its cold and snowing.
1136706191	My son just hates walking to school unless he has a friend to walk with. We used to walk everyday when weather permitted but the friend we walked with moved away
1136706235	We live right at the 1.5 mile radius cut-off on Hudson Rd. in Franklin Twp. There are no sidewalks, the road is rarely patrolled by Portage County Sheriff's Dept. (not by the City of Kent) and has a high volume of traffic and excessive speeding is prevalent. The issue has been brought up to the PCSD at Franklin Twp Zoning meetings when a representative of PCSD was present. There has not been an increase in patrols. Bike lanes are supposed to be added with grant funding along with repaving Hudson road, but it has been delayed again and the project does not include sidewalks. The first crossing guard our child would encounter is at least 1.2miles and 10 intersections from our house. We have had a very good experience with the school's transportation dept. since our child started riding the bus in 2nd grade after being a car rider.
1136706835	There is no sidewalk up to the middle school along the new drive. If my child walks to the sidewalk next to the high school, she would need to cross a parking lot of high school students (new drivers). A sidewalk along the new drive between the high school on route 43 to Stanton and Hudson Rd would be a huge difference maker for the safety and access to Stanton from Rte 43. A crossing guard at 43 would also make a difference.
1136706979	Our daughter is an intra city transfer to Holden so we have to travel along 261, a heavy traffic main rd, to take her to school or daycare
1136707883	I am very thankful for the school buses
1136707974	I am a mother of a 1st grader. We live .9 miles from the school and is requested she walks. I have a toddler also. This would be a 4 mile walk everyday for my toddler and I. During nice sunny WARM days its doable. But when the weather starts changing there is no way that this walk will be possible. As of right now we are borrowing a car to be able to get my daughter to school and my spouse to work on time.
1136708050	NO way I would allow my child to bike or walk on state route 43. Too many dangerous distracted drivers. And no bike trail to get there safely either.
1136708169	The lack of sidewalks is the biggest concern.
	Walking to and from Roosevelt is less than safe, with the ridiculous traffic patterns, inadequate crossings and so many young drivers that I try to make sure he has a ride to
1136708253	and from school. It would have been safer to have student parking and walking students complete separate for safety, but we were not asked out option and plans before the new lots were planned. It's fascinating that you are addressing this problem post construction
1136709578	Elementary is very close and not an issue. HS is 1.8m and is more of an issue. The bus does not pick up and the walk is over a half hour and while not bad could be safer. Billing sometimes happens but weather, activities and heavy loads make it difficult.
1136710062	We arrive to the school by crossing a busy ""cut through"" street and walking through the field. I do wish there were sidewalks on the davey side so they could bike more often, but without an adult, there's just too much speeding traffic for them to bike alone.
1136710352	The road conditions in Hudson Rd are awful, both in the township and within city limits. Because of the disrepair, Cars and bikes both are forced to drive in the middle of the road (over the center line). That, coupled the high-speed of some drivers and the dim light near dawn makes the street unsafe. We have observed many accidents, including entire vehicle, driving through our front yard to avoid a collision with a bicycle. Addition of bicycle lanes for the entire length of the road all the way to the high school may
	improve that.
1136710455	
1136710455 1136710496	Please provide bussing for high schoolers. It is not safe for them to walk so far in the dark and with the weather we have in north east Ohio.
	Please provide bussing for high schoolers. It is not safe for them to walk so far in the dark and with the weather we have in north east Ohio. No sidewalks within my neighborhood is my biggest complaint More sidewalks would be nice but Kent won't so crossing guards in all walk zone areas where traffic is plentiful would be awesome. Before care walking would be awesome,
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1136719342	She has to cross over the Fairchild bridge to get home and that intersection gets very busy when school lets and she has mentioned almost being struck by a vehicle or cars not safely stopping or paying attention to her as a walker. I work at the university and walk to work often from where we live When college is back in the traffic on N. Depeyster and Crain increases. I have seen cars not follow traffic laws and blow threw signs or drive coming from the bars downtown. Because I have seen and had to stop my son from crossing the roads when he is with me because of cars speeding or not stopping at stop signs or doing rolling stops it makes me fearful for them to do it alone. I have also witnessed college students getting hit by cars on campus because not paying attention or cars not following traffic laws, and we are not far from campus at all. It makes me nervous for her, and I am also concerned about her walking in inclement weather when winter comes. I am not against walking, we as a family walk often around Kent, downtown, and campus for fun but we are with them to look out for the people who don't look out for them.
1136720092	Crossing 43/Mantua is the problem. People drive way too fast and there is little marking that it is a school zone. The police department almost never monitors that section of the road. Drivers can run that light and often stop in the intersection. I believe our boys always use the crosswalk. However, I have seen numerous other children crossing where River Bend Blvd meets 43. I have ask those children to cross at the crosswalk but they don't. They rather take the shortest distance and hope for the best. Our kids walk less than once per week but enjoy doing it when we can't pick them up. Personally, my wife and I hate the thought of them crossing 43. It is dangerous. I know there are 4-5 year plans between Kent-Davey-Kent City Schools but so many little things could be done (e.g., police monitoring, flashing school zone lights, crossing guards, etc.). Thank you for your time.
1136723280	During Elementary School, he was required to walk or bike along with other students. This was very safe with the crossing guard. The current bus ride is over 45 minutes long and he is only 7-10 minutes away in a car. If there was a safe biking route, he would be interested in riding his bike.
1136723304	I am deeply disappointed with the walking options from our home on W Grant St to Stanton. With the new construction there is no sidewalk that goes directly from 43 to Stanton. Children are expected to walk alongside Roosevelt's building and then cross a student parking lot. That does not feel safe for my middle schooler. Because of this, I drive him to school. However, I am unable to pick him up in the afternoon due to work. I hope Kent City Schools reconsiders their sidewalks and considers Stanton students walking from 43.
1136723549	We live too far from all the buildings in our district.
1136724522	This was so random
1136724775	There are no sidewalks on state route 43. With how much people speed down 43 as well I do not believe they would ever be safe biking to school. My kid has asthma he can't travel that far to apex And shut off her more transportation for those kids has an uber every day is very expensive
1136726627 1136727003	My kid has asthma he can't travel that far to apex And shut off her more transportation for those kids has an uber every day is very expensive With crime rate and mental health issues of I won't take any chances for my child to walking or bike until she can protect herself
1136731511	My child drives herself. The traffic is terrible.
1136731525	There need to be sidewalks the entire way to school and SIDEWALKS are necessary once they get to the school area. It is ridiculous that the parking lots were restructured without SEVERAL safe walkways from the main streets to the schools. Kids are walking in the road, along the busses, crossing in the middle of the road all because there is only one sidewalk that goes diagonally to the front of the school where the students would have to cross between busses. There should be a sidewalk to the main entrance to the high school and safe sidewalks through to the middle school. Kids also are walking across the grass and out of the way around the hs to try to get to Stanton. In the winter, kids are climbing over piles of snow and walking in the road. Citizens cleared the sidewalk along 43 but school staff need to clear the one path to the front of the school and remove the piles of snow that block the crosswalk at 43.
1136732332	We live to far away and many main roads no sidewalks speeding traffic
1136732758	No way. Will my child be forced to walk back and forth from school
1136733862	The traffic on Hudson is alot. It is 25 mph then 35mph. People do 50 mph. We live on the corner and several times we thought a car was going to hit our house.
1136733884	There is one neighborhood road on the way to school that does not have a sidewalk. This makes me a bit nervous about allowing my kids to bike there without me or another adult. The busiest road to cross does have a friendly adult crossing guard present that makes me feel really good about the kids crossing that road safely. Our neighborhood is safe and friendly. One additional factor that contributes to my decision to allow my kids to walk/bike to school without an adult is my eldest son's Type 1 Diabetes. He is gaining independence in this, but we don't yet have a phone for him with data to communicate with me if something were to go wrong with his blood sugar. I choose to drive my kids instead of using the bus system because I worry the bus driver would be unable to assist my child if he were to have an emergency low blood sugar on the bus. For now, I drive and very occasionally bike with my children.
1136734467	I don't think the Fairchild Mantua intersection is safe. There's no way around it- even if you walk on the hike and bike to RHS you still have to cross Mantua at the school which isn't safe either. It's poorly lit. The alternative would be crossing at Fairchild and Hudson, but that isn't safe either because of the amount of traffic and the hill obstructing vision. I don't think there's a walk signal or crosswalk there either. There's a crossing guard for the elementary kids- not sure if there's a crossing guard for the high school kids.
1136735015	Lack of sidewalks on some neighborhood streets concerns me about my child walking alone. For after school (other), she goes to after school program across the street from school.
1136737574	Disabilities are also a reason parents might not let their chidren walk or bike to school.
1136738601	Crossing guard is kind but in no way actual guards kids cross whenever right in front of cars and the cars pay no attention to light or speed. Very little police activities on Franklin to enforce. Cars block cherry intersection and stop in middle of street waiting to pick up. Before and after school is a complete mess. And they up annoying cones. Absolute mess
1136740681	I would love to feel good about them walking to school but we only reserve it for extreme circumstances.
1136742214	We live very far from school and there are no sidewalks for more than half of the way. We are about 5 miles away from school that would take forever for my child
1136744472	We live in Twinlakes. I don't see a way I'd be comfortable with my kids walking / biking to and from school at any age.
1136746730	There are no sidewalks from the major roadways in to the school. The highschool parking lot was not built with walkers or bikers in mind. Many of the local neighborhoods don't have sidewalks or good lighting. These kids are making their way to school in the dark in the morning most of the year. Inclement winter weather is especially prohibitive with the absence of sidewalks. Crossing state route 43 in morning rush hour traffic is also a joke. Let's get serious please.
1136748891	The route parents take to pick up and drop off at Davey creates a lot of dangerous congestion in front of the school with only 5th graders supervising kids crossing the road. I feel a pick up/drop off procedure along with more school supervision outside I would feel comfortable letting my kids leave school walking
1136750079	We live to far away from the school for her to walk or ride a bike.
1136751444	I don't believe children should walk home from school based on they aren't mature enough to follow directions and in this day and age we live in it's not the same as when we were kids it's a lot of crime and kidnappings that happen I wouldn't allow my child to walk home until he in high school and I also believe kindergartens shouldn't have to walk to a bus stop you should come get them at their houses
1136752327	We live off of St Rte 43. There's a lot of traffic going towards and from Streetsboro in the morning and afternoon. I don't even like the fact that my kids have to walk up to 43 to catch the bus. There's been many times where cars have gone around the bus in the morning heading towards Kent. They've also skidded into the neighbor's yard on the corner of 43 when we get snow,(where my kids wait for the bus) because of the hill between Lake Martin and Jacobs Lane. Although I am grateful that the bus stops on the right side of the road so that my kids don't have to cross a lane on 43, I don't know why they can't come down our road. They stated it was too difficult for the bus to go down to a cul-de-sac and turn around. I've actually witnessed 4 buses from Streetsboro come down our road and have no problem what so ever turning around. We even stopped and asked him and he said it was ""not a problem"". Why can't they come down the road and pick up the kids?
1136752344	We live too far away for my child to walk or ride a bike.
1136752682	We live on the outer edge of our district so walking/biking will never be an option in an area with no sidewalks and busy rural roads.
1136753119	My student is a senior. And he transferred to Kent Roosevelt this year. So most of this doesn't apply to him

1136753250	I don't feel any child should be crossing 43, people to pay attention to the cross walks or the kids waiting. I don't feel that it's safe. I will not allow my child to bike or walk to or
	from school. The new traffic patterns at the high school are very unfriendly and unsafe for walkers. I drop my daughter off at the flower shop so she can get some fresh air and exercise
1136755836	before the school day. It is not easy for walkers to navigate from the sidewalk on Route 43 to the school.
1136756599	My boys are in 2nd and 4th grade and have to walk together to and from their dads who lives on E. school street and can watch the boys cross the intersection with the crossing guard. That intersection is pretty busy. Every other day the boys are dropped of and picked up and are car riders since mom lives about 15 min away from Holden.
1136757067	I am a single parent trying to provide transportation to or near my house. I work Monday-Wednesdays until 7:30 @ night and I would feel better knowing they were provided transportation while I am at work. I cannot be at work wondering if my child made it home safely by walking. Then they have to worry about homework as well.
1136757487	If we choose to walk to school we would only have access to sidewalks on some roads and would have to cross state route 43 at some point. Until my child is older and I can for sure know he would know what to do in any situation I wouldn't allow him to bike/walk to school even if there were sidewalks the whole way.
1136760524	Walking or biking to school is not feasible for my child at any time. We live in a more rural area on the edge of the school district with busy roads and no side walks
1136763991 1136765405	The amount of bullying and kidnapping there would be no way I would allow my kid to walk. Unless there were adults along the path for safe keeping People drive too fast, school zones aren't bright. We should have speed monitors like in Akron school zones. There should be a crossing guard at 43.
1136766126	The traffic between our neighborhood and Roosevelt, while certainly not like that of a big city, is not something I would my child walking or riding a bike in, especially in the dark before school, or in bad weather. I find it unbelievable and ridiculous that buses are not provided for children who live as far away as Vine St.
1136768692	Multiple listed Sex Offenders in city.
1136769688	We would like to see a crossing guard at our intersection. A lot of people don't even stop at the stop sign so I worry about my daughter wanting to bike to school and back home and having to go through that intersection.
1136780874	All of the Not Sures are because those are not issues that concern me. Only the no sidewalks is a problem
1136782520 1136790203	This form is completely biased and useless; if you want schools to use bike/walk only, just do it. Na
1136828339	shes in 2nd grade last bunch of questions did not pertain. when i was young i lived behind my school, and was not allowed to ride bike until 4th grade.
1136838570	The roads and sidewalks are in bad shape around the school.
1136838741	Unfortunately in the world we live in today, kids get kidnapped all the time even in broad daylight. Cars speed regardless of speed limits as well as text and drive wrecklessly. Not to mention pedophiles that could easily be on my child's route to school. There are too many unknowns that I as a parent am not comfortable ever risking. So as long as I'm able to I'll be driving them to and from school myself. If the day comes that's I'm unable to anymore, they'll have to take the bus and even that I'm not thrilled of from all the bullying and wrong drops offs that happen as well.
1136840500	My child does not live in the city of Kent. We live in Ravenna.
1136842311	I would be more than happy to let my kids bike to school were there a safe way to navigate not only the traffic across Route 43, but once on school grounds, a dedicated walk / bike lane so that they would not have to negotiate the same roads / lots as the high school drivers.
1136844373	Maybe have kids meet at exact locations almost like a bus stop and have them walk or bike together. Her current school is far enough that we drive about 3 of the miles, but then its dropoff and parking are tiny, overfilled, and shared with busses, so we park on a side street
1136848007	and walk about a half mile.
1136850206	My kids have to transit the most dangerous intersections in Kent to get to Roosevelt and Stanton. The entrance to Roosevelt Drive and River Bend Blvd/Mantua intersections are ridiculously dangerous intersections, at all times of the day. Cars routinely transit Mantua/43 at speeds in excess of 50 mph (35 mph limit). The city refuses to install a light deflecting responsibility on the Ohio Department of Transportation while simultaneously stating that installing a light would increase the danger at the intersection. This implies that the city indeed has some degree of decision-making authority on the installation of a light at the intersection. An additional light would make people slow down multiple times on 43, instead, they continue to increase their speed on 43. There is nothing to enforce speed limits on 43.
1136850293 1136850344	Motorists do not pay enough attention on the road for me to ever feel it would be safe for my child to walk or bike to school.
1130850344	Intersections are too busy. Crossing guards are unreliable.
1136850550	My kids have to transit the most dangerous intersections in Kent to get to Roosevelt and Stanton. The entrance to Roosevelt Drive and River Bend Blvd/Mantua intersections are ridiculously dangerous intersections, at all times of the day. Cars routinely transit Mantua/43 at speeds in excess of 50 mph (35 mph limit). The city refuses to install a light deflecting responsibility on the Ohio Department of Transportation while simultaneously stating that installing a light would increase the danger at the intersection. This implies that the city indeed has some degree of decision-making authority on the installation of a light at the intersection. An additional light would make people slow down multiple times on 43, instead, they continue to increase their speed on 43. There is nothing to enforce speed limits on 43.
1136850977	The most dangerous area is once on school property, especially the high school, they didn't think about walkers and bikers when they did the new lot, I see close calls regularly as I sit in the pick up line. We don't get bus service but the apartment two doors down does so we must be right on the edge, I wouldn't have a problem with my kid walking
	or biking except for have you seen what high schoolers need to carry in the backpacks, plus a sport plus band, it's just too much to carry without hurting your back.
1136851394	The entrance to Roosevelt Drive and River Bend Blvd/Mantua intersections are ridiculously dangerous intersections, at all times of the day. Cars routinely transit Mantua/43 at speeds in excess of 50 mph (35 mph limit). Drivers increase their speed on 43 as they pass Roosevelt Drive, there is nothing to enforce speed limits on 43. Police rarely have a presence in the vicinity of schools during transit hours in the morning or afternoon. There is not a crossing guard on this side of the HS/MS campus. There is not a traffic light at River Bend Blvd/Mantua (43). The traffic light at Mantua(43)/Roosevelt Dr is functional.
1136851394 1136854591	The entrance to Roosevelt Drive and River Bend Blvd/Mantua intersections are ridiculously dangerous intersections, at all times of the day. Cars routinely transit Mantua/43 are speeds in excess of 50 mph (35 mph limit). Drivers increase their speed on 43 as they pass Roosevelt Drive, there is nothing to enforce speed limits on 43. Police rarely have a presence in the vicinity of schools during transit hours in the morning or afternoon. There is not a crossing guard on this side of the HS/MS campus. There is not a traffic light

1136865418	Our street does not have a sidewalk, only a bike lane on the road. Traffic on our street includes a lot of University students who drive too fast. Our road is also hilly and you cannot always see cars coming. Also, they would have to cross Main Street and and ride down Main St for several blocks and that's not safe either. When they start Middle
	School, it will also be much farther and more dangerous.
1136868746 1136877163	We live on the other side of town. I would never have my children walk/bike I am finding it difficuult to answer this survery with tact as I strongly feel that the Kent City School District is not valuing the safety and well being of the children attending the elementary schools. My children ages 6, 9 and 11already have 1/4 mile travel to the bus stop. We drive or walk our children to and from the bus stop every day; despite living in an extremely safe neighborhood. This is dangerous for any child to do on their own in 2023. The thought that any elementary student could be expected to walk or bike to school beyond this distance is completely irresponsible.
1136878796	Need safe sidewalks along the whole way to school. My son sometimes walks home from school by choice. He is far enough away that he has a bus option but usually I drive him to school in the morning since the Six District
1136881080	Compact bus trip arrives late to SMFHS.
1136881889	The road in front of the high school (Mantua) is extremely dangerous. Cars speed through Mantua regularly. There is no light at the intersection of River Bend and Mantua leading to drivers darting riskily onto Mantua. Last year (on the last day of school) there was a car accident involving a high school student due to this. I often see children crossing Mantua where there is no crosswalk. Also, the road between the high school and middle school has a sidewalk on only one side. We have shared our concerns with the principal, superintendent and during the recent traffic meeting, but NO CHANGES HAVE OCCURED. Something as simple as a radar speed sign or an officer located near the area would greatly improve safety until a more permanent solution is in place.
1136882601	My concern is the High School. I was told that our oldest before he graduated (LAST YEAR) had to walk because we were .02 miles short of bussing. I don't know who thought that it would be safe for any child to be required to walk across a HIGH traffic main road in and out of Kent (State Route 43) and a bridge? His walk would have been OVER 35 mins to school and home. I can see if we lived 15 mins walk time BUT close to a 40 MIN walk for school? My family is very concerned that we may have the same issue next year when our youngest will be at the Middle School. We just moved into our current home and now we have to worry about school transportation.
1136884287	There are several factors against their walking (40 + minutes) or biking (perhaps 20 min). Ohio is not safe for cyclists, very few bike lanes and people just don't look for them. A car vs bike the car is always going to win and it will be a life altering event if not life ending. Fairchild is a main artery into and out of Kent and people constantly speed. I work at Kent State University so dropping them off in the morning is essentially on my way to work. I drive them every morning because I do not want them sitting on the bus for 40-60 minutes every day when they could get just a bit more sleep and avoid potential issues found on the bus. It also allows me one more time to say I love you before the day starts, and I use it every day because I don't know they will come home from school each day. Another factor is both children (Stanton and Roosevelt) play a sport so have their school backpack and sports equipment = biking is not easy/safe with this additional stuff. One is also in Orchestra and needs to bring her viola home each Friday back to school on Monday. Their lockers are not large enough to house winter weather gear that would allow them to walk even if possible. The HS student backpack weighs 25-30 lbs and she already carries it to every class because there is not enough time between classes to go to the locker and then to the next class, crazy. No time to go to the restroom in between classes and restricted on going during class - allowed to go 2-3 per quarter, must fill out form to leave the classroom, etc but you trust and want them to walk or bike to school and back home? Interesting. Do we trust them or not? It trust my kids and have allowed them to bike to and from summer school or summer sports training sessions, what I do not trust are the people between my house and the school on a busy day, many kids are new drivers (HS students) heading the same way as the younger kids. One pinch point I see daily is the sidewalk between Stanton and Roosevelt HS where the Stanton parking lot is. E
1136885498	It's actually safer for my kids to bike home from middle school and high school than from elementary school due to the location and number of busy streets they need to cross, one intersection does not have a crosslight. Another thing to consider is that our kids backbacks are so heavy, so walking 40+ minutes can be more challenging and painful. Investing in more digital books that students can access from home so they don't have to carry multiple heavy textbooks would help students feel as though they could walk/bike further.
1136888827	We like to walk with our child to school to we can ensure they made it on time. The distance from home is very short and we can see them very soon after they pass the crossing guard, so we do not feel is necessary to walk to school to get them everyday because we would know very quickly if they were not coming home at the appropriate time.
1136892016	I am unsure when I would feel comfortable enough to let my child walk/bike to school by himself. I am concerned that we will have to drive once he starts at Stanton Middle School, because we live too close to qualify for school bus pick up and there of sections of that route that do not have even have a sidewalk: it's too dangerous to walk or bike.
1136892219	We could really use a crossing guard at Woodard and Whittier - there is a lot of driving and bus traffic there at drop off and pick up. At the end of the day it is almost impossible to see south on Woodard when trying to cross from Whittier with cars parked on the street. We walk our kids to and from and it still feels unsafe at times. I often find myself helping students who walk or bike on their own with that intersection.
1136896215	My situation is a bit different. We live in Walls area but are in Holden school. That makes the distance an issue. If we were closer I would probably still not feel comfortable because my child is easily distracted and doesn't like school. He would either end up kidnapped or skip school.
1136900150	The bus stop is not close to us & my kids have to hike to the bus stop. We live by Silver Meadows & the busses cater to that area but that area is unsafe & full of bullies. My kids have been threatened at the bus stop & are not allowed over by silver meadows, yet their bus stop is there, and we have a lot of kids on our street. I drive them to school because even when they've tried to bike, some kids from the apartments have chased then & thrown stuff at them. Not just my kids but neighbor kids as well.
1136904497	none Multipomo is at Kont, and it is quite for from the school. That's why housed above prefer to use school has for my see Thanks
1136907172 1136923844	My home is at Kent and it is quite far from the school. That's why I would always prefer to use school bus for my son. Thanks Cars drive crazy and unsafe around the school during pickup and drop off times and I fear letting my child walk to school because of this, even though he wants to (age 7 grade 2). The places where they cross are not safe and do not make sense. I saw two kids, one a child crossing guard, almost get hit last year when picking up and during drop off people drop off in the bus zones instead of the back. A lady cussed out the principal when she asked her to drop off in the appropriate area.
1136943009	The general area of the school and home is safe-it's the area in between that is far from safe. One area in general is known for crime/drug. I wouldn't let my child walk home even if they were adults
1136949208	My daughter is a strong bike rider and I trust her. We live in a neighborhood between 2 main streets in Kent so having to navigate traffic and crossing major streets is not something I desire for her right now. No one in our neighborhood - that I am aware of - walks or bikes to school (both Longcoy at the elementary level or Stanton MS/Roosevelt HS). They either take the bus, get a ride, or drive themselves.
1136954716	I find it ridiculous middle school children are made to walk to school over a mile, unless there is space on a bus. Which a family has to wait to after labor day to find out. Its always been unsafe & with all the construction & pipe line work, even more so.
1136965343	How can pay for the Bus transportation service for my son?
1137010899	the speed of the traffic, lack of sidewalks, and road hazards (sometimes I have noticed people have thrown glass bottles on the side of the road). In addition, a few homeowners leave their dog unleashed outside their house which makes us very uncomfortable walking due to barking and chasing by the dog/s.
1137024184	Our children have developmental and intellectual disabilities, so despite their grade, we would not feel comfortable with them biking until they show that they are capable of doing it responsibly. They love biking.
1137024645	We live on the other side of town. I would never have my children walk/bike

4407004400	
1137031489	My child is only in K so it is hard to gauge how I will feel when she is older!
1137084930	2 miles is simply too far to walk, especially in the morning and our neighborhood has no sidewalks, which would be dangerous in the dark and winter weather.
1137090993	A bike path from twin lakes to town would make a huge difference We are close enough to walk/bike and would if the street we lived on was safe to cross. The speed and amount of traffic won't change, but a way for the children to safely
1137096521	cross would help. Other than having to cross over the main road, the ride/walk is simple and safe.
1137136917	My child would be walking on a State Route with the speed limit at 45 mpg and no sidewalks. It is not safe at all. I would LOVE to let our child ride her bike, unfortunately, there is no safe route from our home. There are no sidewalks for her to safely ride down Monroe Falls- Kent Rd to
1137163663	the next road so she can ride the sidewalks.
1137179841	Na Na
1137244664	The sidewalk going to the school is uneven. I have contacted the city numerous times. Been told 2 yrs in a row it was because of tree roots and would be taken care of never has been. Either a student or parent is going to fall and get hurt
1137262420	A kid who can't understand the dangers of a stranger should not be alloys to walk or ride a bike home. That's not even an option in the survey. I worry about my kid getting picked up by someone.
1137267426	I would love for my child to bike to school and he desperately wants to, but I don't think Judson and Hudson Rd. is safe for a child on a bike. If there was a bike path to the school I would let him ride his bike.
1137274985	My son actually rode his bike (accompanied by me) to the last few weeks of Kindergarten. He wasn't aware of the bus being an option when we were doing remote kindergarten (we finished the last few weeks of the school year in person), but as soon as he saw the line up of busses at the school, he insisted on riding the bus.
1137283207	A kid who can't understand the dangers of a stranger should not be alloys to walk or ride a bike home. That's not even an option in the survey. I worry about my kid getting picked up by someone.
1137289209	More Crossing guards
1137337630	Kent City Schools should encourage biking corridors to all their schools, and encourage parents to use them. With more Ebikes coming on the market, they will be a good alternative form of transport that should be encouraged. The idling cars at dropoff and pickup should stop. It's not even allowed on school grounds, but nobody follows the no idling rule.
1137509227	Given that we live in Mogadore, biking is not a realistic option.
1137646837	It is not safe for kids to be walking when it is dark out at 6:30 in the morning, When I say safe I mean - the distracted drivers Also when there is weather - the sidewalks on the way to school are not clear and unsafe
1137658144	My child goes from Morris to East school street all the way to holden - there is one intersection that only has a 2 way stop instead of 4- that intersection is the only one that makes me nervous when my child rides their bike
1137673857	There is only one neighborhood cluster, closest to the middle school, that could easily walk there. For kids coming from anywhere else in the district, even if it's in walking distance, they will have to cross busy, multi-lane roads/intersections with complex traffic patterns (like Mantua and Fairchild Ave, which nearly everyone would have to pass through to get to Stanton from elsewhere in Kent). That's a hard intersection for pedestrians and bikers, even adult ones. I'd feel safer having my child walk to and from school if there was a crossing guard there, or better yet, a pedestrian bridge built across Mantua.
1137676778	(My child attends Holden due to special enrollment, but geographically should attend Walls and has attended there in the past, so I answered questions for Walls.) We live just under the distance required for bussing, which is too far of a walk for elementary students to walk unaccompanied. I think the bussing distance should be lower for younger children. Even then, my child's bus stop would be Crain and Willow, which is among the busiest in our neighborhood. There is only a crossing guard at the entrance of the school itself, not further away from the school at other busy streets that children have to cross to get home. More crossing guards would make it safer for kids to walk to/from Walls.
1137766120	Regardless of all other factors my teenage daughter has a sweating problem to where she sweats thrush her clothing even without a lot of exertion, even in cold weather. She does not spend an hour plus every morning getting herself ready to then sweat it all off before arriving at school. While I don't think her appearance is the most important factor here, she does, and I understand why. Our society. As much as I would like her to walk for her health, it would not happen. I work 2 jobs and cannot provide transportation forcing her to use public transportation.
1137848313	No sidewalks on part of the bike/walk route
1137865919	No sidewalks on part of the bike/walk route We live outside of the district and open enroll. Before my kids were old enough to drive they used to walk to a friends house after school. It was about a ten minute walk
1137865991	from the middle school and high school. I felt it was safe and they had cell phones to call me if needed. Also, your form made me fill out every option for the ""would you let your child walk if this problem was addressed"". The only problem I have is distance so I shouldn't have to fill out the rest. I chose ""not sure"" but feel like that is going to skew your data.
1137938951	At our new home there are no sidewalks or shoulders for 1/2 of the walk which is a safety concern especially when the kids are walking to school in the dark in the morning. We are too close to get a school bus according to the district
1137981143	Even with a crossing guard and being in a school zone with a light at the intersection, my children and I have almost been hit by cars. Drivers are not paying attention, speeding and running red lights.
1137987622	I don't want my child walking alone The main road, you just never know who is watching a childs routine especially when they are alone
1137999108	My kids walk occasionally. They do not bike because I don't like my first grader biking without an adult (we also have a 4th grader). They do not want to walk when it becomes cold/rainy/snowy. We will often drive them to Doramor or Dansel and then have them walk from there. The car rider traffic is too much in the loop.
1138030803	When my children are old enough to go to middle school and high school they cannot safely get across Rte 43 to get to school from our house. The school zone speed limit is not heeded or enforced and there is no reasonably positioned cross walk for them to use.
1138348246	The number of intersections that my child would have to cross to walk to school is unsafe. There is only one crossing guard until you get closer to the school. There is a major insection that is heavy with traffic that is dangerous for anyone but especially kids. There are no sidewalks on our side of the street which causes my child to have to cross roads two more times than necessary. We live ""too close"" for a bus route after pre-k/kindergarten but our distance from the school, paired with crossing the road too many times on roads that are heavy with traffic make it unsafe for my child to walk. It is extremely frustrating.
1138349312	My child walks to school. They want to ride their bike but with narrow sidewalks, the number of intersections they have to go through, the amount of traffic, the morning darkness, and the lack of light I will not allow them to ride their bike because I am worried about them getting hit. There is one bike rack at the school that is not near the entrance of the school.
1138499811	Stretch of road outside Kent Rosevelt is very unsafe. Lack of control over speed, lack of safe crosswalks, and overall poor design of traffic flow.
1138579264	Most of my answers are dependent upon the age of my child. The biggest concerns at any age for me would be the drivers/crossing intersections as well as the sidewalks. Many of our neighborhood sidewalks are poorly maintained and significantly uneven which would require the kids to ride in the street.
1138784019	We live on a road without side walks and they do not have side walks for more than a mile over the route to the school. If they had side walks I might consider letting them
1138852708	This is not an issue as our child has special needs and has an accommodation for pickup and drop off at the end of our driveway daily.
1138900910	With two working parents, and the distance we live from the school it would be difficult for my husband or I to walk our son to school. It just doesn't work for our schedule to walk 20 minutes to the school and then back everyday. Additionally, because of the distance walking home in thunderstorms or snowstorms is dangerous.
1138499811 1138579264 1138784019 1138852708	entrance of the school. Stretch of road outside Kent Rosevelt is very unsafe. Lack of control over speed, lack of safe crosswalks, and overall poor design of traffic flow. Most of my answers are dependent upon the age of my child. The biggest concerns at any age for me would be the drivers/crossing intersections as well as the side Many of our neighborhood sidewalks are poorly maintained and significantly uneven which would require the kids to ride in the street. We live on a road without side walks and they do not have side walks for more than a mile over the route to the school. If they had side walks I might consider lettin bike. This is not an issue as our child has special needs and has an accommodation for pickup and drop off at the end of our driveway daily.

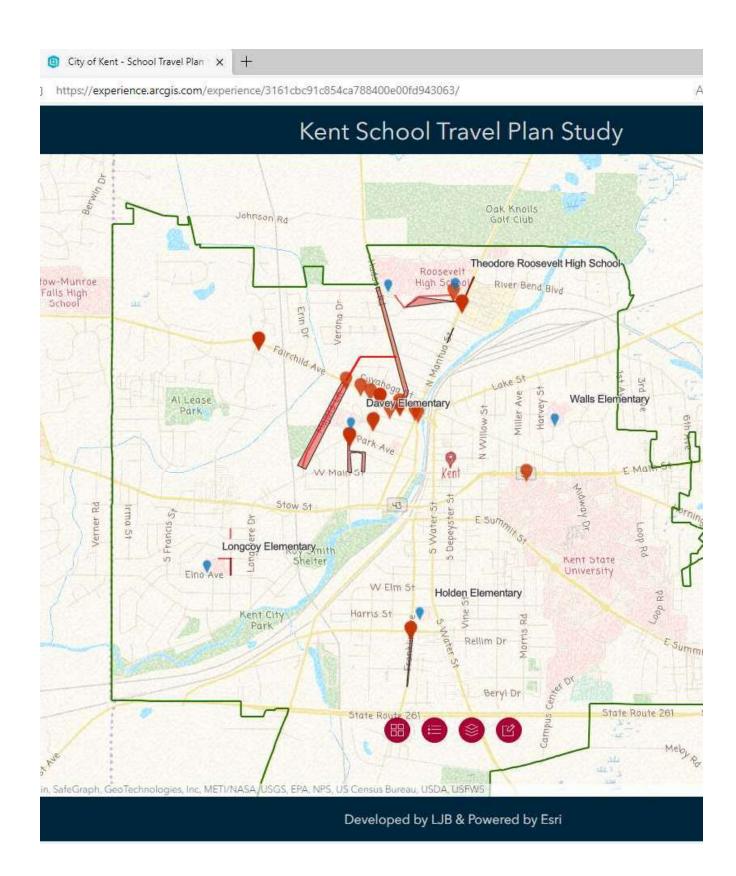
1139162306	I'd be thrilled to let my child walk to/from school but I know for a fact she will end up getting lost or scared when it comes to walking completely alone.
1139165613	I'm more comfortable knowing when my kids are in a group, especially if one of them have to be without the other sibling. I can then know their more then just their eyes around to pay attention to safety!!
1139291723	This world has changed tremendously. I would not allow my elementary/Middle schooler to walk or bike to school. High school would be a different story, as children are preparing to drive.
1139291973	More sidewalks between Fairchild and Stanton, a crossing guard at Fairchild / Woodard intersection
1139292543	I don't agree with forcing those who live within a certain distance to make small children bike or walk/drop off
1139292581	Walking is good exercise but the walk from our house to the high school has a lot of traffic, difficult street crossings, and is arduous in unpleasant weather (heat, snow/ice, etc and unsafe in the dark. We drive as much as we can but work schedules don't always allow. And apparently at 1.7 miles we're still ""too close"" to qualify for the bus.
1139292663	If sidewalks are not available then that should have been a consideration for safety. Kids can't be walking in the dark, no sidewalks in inclement weather.
1139292992	We are open enrolled in the school therefore we live too far to walk or bike to school
1139293138	I feel more comfortable with my child riding the bus to and from school because of traffic intersection crossings and safety concerns. Also this way I know my child makes it to school.
1139293293	In order for our kids to walk to Stanton and the high school, they would need to cross State Rt 43, which is extremely dangerous. There is no close crossing, lights, or crossing guard.
1139293396	If there were sidewalks all the way with proper cross walks and guards, I would walk with my child. Also, the fact that he can only get the bus in kindergarten is dissapointing. We live ""too close"" yet we live off of two main roads without proper sidewalks.
1139293422	We need crossing guards.
1139293555	We live too far away. This is irrelevant for us and our child, but if we move closer to the school, I would strongly encourage my child to walk or bike.
1139293878	If we lived closer I would let him walk like he did when he was in elementary school
1139294354	We live too far from school so it would be very difficult to have to walk to school
1139294417	The transportation department will not allow our 7 year old daughter to take the bus occasionally after school to get to her after care program. She either has to take it always or take it never. Given this ultimatum, our daughter chose to walk the mile trip, to avoid the 20-min, 10 stop bus ride. Once weather changes, and some days she can walk and others she can't, well be forced to give her a house key. We are a working family with a daughter who wants to use active transport. However, the school district and the transportation department are unsupportive. They are our barriers.
1139294819	We live in a radius where there is no bussing for middle and high school because we live so close. The only issue I have is that we live off of one of the main roads so there is a lot of traffic. In the winter, the sidewalks aren't taken cared of promptly which has some kids walking on a busy street if there is a lot of snow.
1139294894	The redesign of Roosevelts parking lot makes it near impossible for my child to get to Stanton without crossing directly in front of a busy bus lane and high school student drivers during a time of day where sunlight greatly effects visibility for student drivers and bus drivers. Also, my child has to walk across student parking lots, a driving age group that statistically has higher rates of auto accidents.
1139298259	The crosswalk to cross route 43 is dangerous. There is no sidewalk on Roosevelt drive therefore kids are forced to walk in the street. This is dangerous because Roosevelt drive is very busy before and after school. Cars drive way too fast on 43 and it worries me to have my daughter walk home and cross this busy street. There needs to be a light at the end of Riverbend Dr to slow the traffic down.
1139299320	Live over 2 miles away from school. House is on St Rt 43 where people fly past at 60 in a 35. No sidewalks. Unless we moved closer to the school, along with other safety factors to account for, my child will never walk or ride his bike to school.
1139299904	We live on the opposite side of the city it is too far. Also it is too dark in the morning to ride or walk to school safely. Our street Middlebury rd. Has no sidewalks and is a busy street. We would walk home from Longcoy when she went there but walking/riding to Stanton would just not be feasible. Also the stop she is at now is very dark in the morning as there is no street light at that intersection. There are only 2 kids at her stop. I wish they would just pick her up at our house. I noticed other stops at houses along Middlebury rd.
1139302098	My child rides his bike on the sidewalk as there is usually a lot of car traffic going to Stanton.
1139302634	He is 6th grade and I wouldn't let him walk or bike to school because there are weirdos out there.
1139302680	In today's world and next to university, I fear for my children's safety from people they may encounter on the route to school.
1139308762	I have mixed emotions about my child walking to and from school. I work from 6am to 3pm so i am not able to give my child a ride to and from school. In the winter time its too cold for him to walk and i dont like putting him at risk of getting sick but we have no other option but for him to walk.
1139310760	We live in a different district and are required to provide transportation.
1139313182	My biggest concern with biking or walking is it is dark in the mornings when high school starts
1139315745	If we lived closer to the school and my child didn't have to cross 59, I would be okay with him walking to school. As a 3rd grader. I would want him to walk with friends.
1139320727	Sex trafficers, abductors, crime, distracted drivers, kids not being able to find a safe group of kids to walk/ride with won't get better no matter how much you change side walks or crosswalks. Walking a mile or a few miles in the cold/wet weather is not appealing or the safest either, especially when there's slippery or icy roads and sidewalks. Our tax dollars includes bussing for our kids & it's not right to take bussing away that we pay for especially when kids are required to go to school & parents HAVE to work. When you take away busing for high school students you force parents who are already struggling, to buy an extra car and pay for parking permits and force them to pay for high car insurance that they can't afford. You force a bigger hardship on the parents and families. If you are considering making any of the kids walk/bike to or from school, I vote all school employees & superintendents make the hike themselves daily for the 1st year before they put our kids in more danger 1st. But let's be honest, no school employees will do that, not even for a month in cold weather. I also vote the school district pays half the price of the car that we would have to buy for the child to attend school and the car insurance bill for the first year.
1139323281	My first and third grader walk with me riding behind them in the car. They keep asking to ride their bikes but there are several cars in my area that speed and I am afraid they will get hurt. I told them they can ride their bikes with me following behind them but I'd have to bring the bikes home, we don't have bike locks.
1139324637	Anything can happen in the blink of an eye. One silly mistake can cost a child their life.children goofing around on the way to or from school could be dangerous if they weren' paying attention. One terrible person looking for opportunity can ruin or take my child's life. I don't want my kids walking to or from school, I'm not comfortable. I don't care that our street leads to the school, I don't feel that the other people can be trusted.
	With such a high percentage of single parent homes, and dual income families, the current School hours and schedule are very difficult for parents to work around. The cost of additional child care for before and after school is ridiculously high for such a small amount of time needed. For example, we used to utilize the before and afterschool services that was offered at the school, through Kent parks and rec. This made it much more convenient for one of us parents to either drive them to school or walk them to school before work. However that is not offered any more. And even if it was, it is not particularly affordable. They now offer it at the rec center on the south side, but that seems ridiculous to drive them there, just so they can put our child on the bus for us. Its also a ridiculous price for 5 mins of ""child care" in the morning. Even with bussing
1139325229	the schools schedule doesnt help working parents. My wife and I have tried working alternating schedules just so one of us can be here for the morning bus and the other car be here in time for ths afternoon bus. Its terribly frustating. If I could just drop my child off at school at 7:30 and pick them up at 5:30 that is all parents like myself would need. How much could be saved on bussing, fuel, drivers, and maintenance if at school services were available like that?

1139327866	My child is 5 years old. I am not comfortable allowing her to walk one block let alone an entire mile. Plus most homes are either single parent or homes where both parents are working. Not having bussing options would create a hardship for many families. On top of those issues, I do not trust people. We have a registered pedophile living in our neighborhood. But even if we didn't you never know who is a part of what. I unfortunately know too many people who were molested as a child. If bussing options were taken away I would withdraw my child from kent schools as it would not be a feasible option for us.
1139328558	Main street is too busy from our home to school.
1139329179	In todays world I do not trust people with my children. Though being almost in high school I would probably feel comfortable allowing my child to walk home with friends and would be ok if there was an adult present.
1139330124	In todays world I do not trust people with my children. Though being almost in high school I would probably feel comfortable allowing my child to walk home with friends and would be ok if there was an adult present.
1139330718	Unsafe due to the traffic, lack of street lights at 43 and the school and lack of safe crossings on the school property
1139332828	We feel strongly that changes are needed to make the intersection of Woodard Ave and Whittier Dr safe. Currently there are only two faded crosswalks, despite there being three corners, and only one STOP sign at Whittier Dr. There should be clearly delineated crosswalks, at each of the three corners, with Pedestrian Crossing signs and STOP signs in both directions on Woodard Ave. Because of parked cars on the west side of Woodard Ave, it can be very difficult to see the oncoming cars that are traveling from Park Ave toward Whittier Dr. Cars in both directions are often traveling faster than the posted speed limit of 25 mph. Many children/families cross Woodard Ave to use Whittier Dr for access to Davey Elementary School, but the intersection feels unsafe for pedestrians or for cyclists. We have witnessed unsafe situations in the six years we have lived here. Our child currently walks to and from school, however we do not let her walk without a parent due to the conditions, and would not do so unless the above mentioned were improved.
1139335528	My child is 5 years old. I am not comfortable allowing her to walk one block let alone an entire mile. Plus most homes are either single parent or homes where both parents are working. Not having bussing options would create a hardship for many families. On top of those issues, I do not trust people. We have a registered pedophile living in our neighborhood. But even if we didn't you never know who is a part of what. I unfortunately know too many people who were molested as a child. If bussing options were taken away I would withdraw my child from kent schools as it would not be a feasible option for us.
1139336007	My child was allowed to walk to and fron elementary school, which was very close to our house snd had a crossing guard across the main road. The middle school is further away and he would be required to cross several major roads in order to walk/bike there, so I am not as comfortable with that walk.
1139336154	We do not let our middle schooler walk to school and are unsure if we would, due to a lack of safety at the intersection of Woodard Ave and Fairchild Ave. There is a traffic light but it is lacking a crosswalk at one of the three corners. Fairchild Ave is a busy road and we would not feel comfortable with our student crossing there. If a crossing guard were present during the middle school hours, we would feel more comfortable to let our student walk unaccompanied.
1139336334	Our child does not bike to school, and will not be old enough to while at Walls. May consider it when they reach high school.
1139343016	Our student is able to ride the bus, but we have been driving him to and from school since the pandemic, due to issues on the bus. When he has safety patrol this year, and has to be at school earlier and then later after school, he rides his bike. We are excited about the bike trails around the rest of our school district, but there are NO trails on our south side of town. We are thankful that there is a crossing guard at the intersection of School St & South Water St (ST RT 43). However, a lot of vehicles disregard the guard and students/parents crossing ST RT 43 there, and we wish that it was safer. You should reach out to her during the walk audit to get her perspective.
1139347366	We need sidewalks down Majors Lane. We need better street lights along these routes. We also need to prevent registered sex offenders from living along any of the walking/biking routes to school.
1139351428	Water Street is a major barrier. Cars go too fast and are too close to the sidewalks. They run the red light at School and Water Sts all the time. At least several times a week, almost every day. Maintenance of the sidewalk during the winter: not just snow, but also ice, is also an issue. The city tries but 2 years ago we had to drive for a month because their sidewalk plow was broken. These problems will keep us from letting our child walk in by himself until he's older. But we still choose to walk! I love having a neighborhood elementary school and it would be wasted if we drove half a mile. We don't bike, but because we could take the longer route that might be safer. I'd like to start a bike train where the children in the neighborhood can all bike in together with one leading adult.
1139351664	it is a great feature of the kent elementary schools. never ever take away walking.
1139352052	We live off Hudson Road in Franklin township NO SIDEWALKS Too dangerous I grew up in the city, always walking to school. We had sidewalks & crossing guards
1139356013	My Kid is a bus rider. A lot of the questions were irrelevant for us.
1139356057 1139356853	We live too far away for our son to bike this year, but possibly when he's in fourth grade Hill Bike We pay a lot of taxes to live in Kent; pony up for more bussing. They are too young to walk, but we got a hybrid system; a bus would be convenient, especially when it's still dark at 7am and in winter conditions.
1139357803	The route 43 intersection is very dangerous. We also have the additional school exit right across the street that has almost caused multiple accidents. I wish they would close that.
1139358178	I drop my child off at school. I have requested bussing for him in the afternoon multiple times, since his location that he needs to go is within Kent City School limits, is almost 2 miles from Stanton, and there is room on the bus. I have looked into this aspect myself. I have had a ridiculous time getting any form of communication with the transportation department, taking multiple attempts at calling and emailing to get a single response. I was told to email again after Labor day, which I have done twice this week and still have not gotten an answer. I think communication absolutely needs to be a focus, as well as taking parents concerns seriously. Safety for kids does not seem to be a concern whatsoever. There is not a good way to walk from Stanton to 43, seeing as when redoing the road through there, it was neglected to put sidewalks all the way to the main road. I literally saw a kid almost get hit by a car yesterday morning leaving drop off because he slipped off the curb and the car in front of me slammed on their breaks. Come winter with snow, this can become very dangerous.
1139358759	It is more than 5 miles to our home, walking or biking, would simply be too difficult throughout the year to be consistently an option.
1139360288	She isn't walking to school, we live way to close to a mental health facility and way to far away from any of the schools. Also we live where inexperienced young drivers speed all day, not to mention any way of walking to school involves crossing busy main roads
1139360819	Franklin township needs to put a bike lane in
1139362222	My child attend 2 different HS during the day. Walking is not an option.
1139362386	My child lives too far from school to allow to walk/bike.
1139363276	My high school child lives within 2 miles of the high school and is expected to make the 1.67 mile walk to and from school every day in good and bad weather. In a college city where, in my experience, the collegiate youth are less than considerate of pedestrians. I don't feel it's appropriate to put that burden on my child simply because it's less affordable for the school budget. Despite the fact that my middle school child is eligible to ride a bus. The middle school starts approximately the same time as the high school. And is across the parking lot from the high school. So explain to me the rationale behind one child being able to be bussed and the other not.
1139364486	We have a vehicle that runs a stop sign almost on a daily basis
1139367179	We live too far from school with too many busy/high mph roads and no sidewalks. My children will never walk to school because of these reasons.
1139369140	My kids ask everyday to be able to bike to school together as a family. Then I would be able to bike to work which is close by!

1139370378	A sidewalk along Hudson Road (north of Stanton) would greatly improve the safety of walking for the students who live along Hudson Road (both in the city and in the township). With the speed of traffic along Hudson, I'm very apprehensive of letting my kids walk (or bike) to Stanton. On another note!t would be great to have the sidewalk along the south side of Roosevelt Drive (with a curb) back so students don't have to cross the 3 lanes of incoming Rte 43 traffic and outgoing Roosevelt Drive traffic at the light. Students who walk to Stanton should be able to cross where it's two lanes (ie by the Parta bus stop or by the stadium) with only two way traffic and not have to take the time to walk the perimeter of Roosevelt (this idea that they should walk along the perimeter is like high school kids going to the middle school when they're not supposed toopens up potential for trouble or awkward moments for the younger students). Curbs for all sidewalks would be nice so students walking on any sidewalk have some barriers between them and any cars. Fencing doesn't have that same effect (like the railing that was just installed by the high school). Curbs are Kore likely to redirect a car's tires than a thin pole that buckles when cars hit them (like the old fencing). Another thought would be to plant trees along the drive as a natural fence to give it an aesthetic look while also providing a barrier between the road and a sidewalk (if a south side sidewalk is put back in place). This would also prevent people from parking along the drive in the grass.
1139376517	We really wish that there could be some type of bike lane so that the kids could safely bike to school. We live on the same street as Stanton but feel as though the traffic / lack of safe riding space makes it too difficult to ride a bike. By the way the one question made me answer yes to all before I could submit.
1139382840	Where we live, we don't have any space to store a bike so my children doesn't not have any. If they had bikes, I would let them ride bikes to school sometimes when the weather permits and they have enough time to do so.
1139383795	Where we live, we don't have any space to store a bike so my children doesn't not have any. If they had bikes, I would let them ride bikes to school sometimes when the weather permits and they have enough time to do so.
1139385755	The route where we live it is not safe for my child to ever walk to school or from school there is too much traffic no sidewalks and his unaware of safety. And my child needs to
1139389927	learn stranger danger. We live on the outskirts of Kent so our situation doesn't directly relate to my decisions had we lived in more of a city environment.
1139391688	I'm truly afraid for my niece to bike to school cause it's a lot of traffic in the hours of them going and coming from school I just don't feel it's safe for my niece.
1139404785	With the world that we live in today I don't feel comfortable letting my children walk to school because it's just not safe for them.
1139412801	It takes my son 45 minutes to walk. When you drive the distance it is over 2 miles. Yet the school had bussing software that says we live 1.98 miles from school. The road he has to walk on is one of the busiest in town. It is incredibly frustrating to me to have to fight and beg the school to bus him. He also is in the band with a trombone. So, walk 2 miles and carry all books and his instrument? I am currently begging the transportation department to bus him but as of yet they cannot help me. This will negatively impact
1139445230	my son's ability to do school successfully. None of this really applies to our situation. My child has IEP with transportation as a requirement.
1139445376	Even though we are just within 1 mile of the school, the thought of sending an elementary aged child to walk along Fairchild is insane to me. If it were not for my daughter's
1139446138	IEP, she would not be able to ride the bus. I think if there were sidewalks and a safe place for my child to cross over and ride/walk to school it could definitely be an option. They would have to walk or ride in 43 and
1139447773	where we live there is not a safe way for them (sidewalk) to ride walk on. I have a child with special needs. Transportation is part of the IEP.
1139447908	The intersection of W Main and N Prospect can get dicey to cross with after-school traffic. I worry about safety at that intersection. When we get a large snowfall, the city plows piles right at the intersection corners (at all intersections), making it nearly impossible for walkers to pass unless they're in the street.
1139449035	Need more help in parking lot during morning drop off and pick up as there is much traffic and bad traffic flow
1139449686 1139450260	I'm afraid of child predators or trafficing Our kid would have to cross two busy streets to make this happen. Never happening
1139460873	The main issue is distance, but even when we lived closer - we did not allow it due mostly to poor safety conditions at the school itself. There is too much traffic, none or far too few staff outside the school to monitor. In bad weather sidewalks are not cleared, the grass is often not mowed, external lighting conditions are poor, and students are required to cross traffic to enter the buildings. It is my opinion that student safety is not a high priority before and after school as well as at school sporting events.
1139464013	My child's elementary school was very close to our home and she frequently walked/rode her bike from 4th grade on. The high school is the farthest school from our home and it doesn't make sense for her to walk/ride her bike.
1139466855	River Bend neighborhood across from Kent Roosevelt. We would love our children to walk/bike, especially considering we live so close, but our intersection is unsafe. We don't have a street light or anyone guiding traffic to cross over the busy state route 43
1139466950	We have a traffic light and crossing guard where we cross to and from school. My children, the crossing guard and myself were still almost hit by a car. People speed through the school zone and run the red light anyway. Police have worked as crossing guards periodically last year, but as soon as they were not there it didn't change.
1139475471	We live too far from school to consider walking or riding a bike. The route to school runs along a very busy state Route without sidewalks. It would be much different if we lived near the school.
1139475667	Crossing guard in front of Middle School needs training. They get frustrated and in turn makes irresponsible choices. The High School pick up line is too long and frustrating.
1139476769	Holden has a good drop off/pick up procedure for walkers, as well as a friendly crossing guard. My concern in the speeding issue on Franklin Ave. it is marked 25mph but is a common road for speeding, with many side street and alley ways to cross while walking to school.
1139482013	Walking is safe unless you are walking from the Roosevelt Ave. side of the school. The concern is that there is no sidewalk along the entire side of the Roosevelt Avenue side of the school property, so all students have to walk on the road (especially in the winter) to get to school. It's not safe at all. I've addressed this issue multiple times and nothing has happened. I've seen kids have to get out of the way of cars that don't move over for them. The road itself is relatively small for a 2 lane road and it's literally falling apart on the outsides. There should be at least one sidewalk on the school property side of the road. The fact that this isn't enforced by the state is mind blowing to me.
1139492627	The road to get to school is busy, and without sidewalks. We would love for the kids to ride to school if there was a way to do it safely!
1139516752	The walk or biking conditions really are weather dependent, and traffic dependent. It seems drivers are less conscientious since the pandemic, and drive erratically. My 15 year old son gets home a variety of ways, either private car, walking, or city bus. He hasn't biked because I usually drop him off to school. However, I can't imagine biking would be a good idea during the winter. Few people clear their sidewalks regularly. the only other issue is time. The time it takes to walk home just eats at homework time. And the time it takes to walk to school would put an even earlier start time on a schedule that is already a terribly early start for highschoolers. So driving is the option for now. Using the city bus home would be nice, but sometimes there aren't options at the key times that activities end. I'm all for public transportation, but it needs to be efficient, I can't expect my child to skip after school activities or wait for over an hour for the next city bus. Therefore, it all goes back to private car which is the least green and friendly option.
1139532354	Kent City Schools recently did a major renovation of the drop off pick up streets and the drive next to the school, which also serves the Stanton Middle School, to improve traffic flow and parking areas. SADLY, they did NOT include construction of sidewalks from the drive next to the school to the busy road (N. Mantua) running in front of the school. There are currently NO sidewalks leading from the school to Mantua Rd. Nor is there a crosswalk to cross from the school over the school drive (very busy before and after school). It's only a matter of time before a pedestrian (likely a student) gets hit by a car trying to walk from school to N. Mantua Rd.

	·
1139532966	Kent City Schools recently did a major renovation of the drop off pick up streets and the drive next to the school, which also serves the Stanton Middle School, to improve traffic flow and parking areas. SADLY, they did NOT include construction of sidewalks from the drive next to the school to the busy road (N. Mantua) running in front of the school. There are currently NO sidewalks leading from the school to Mantua Rd. Nor is there a crosswalk to cross from the school over the school drive (very busy before and after school). It's only a matter of time before a pedestrian (likely a student) gets hit by a car trying to walk from school to N. Mantua Rd.
1139581048	Walking and biking with my child is fun, but not on the way to or from school. Yes exercise is healthy but my daughter has problems with the ligaments in her legs and would not be able to walk or bike the almost 2 miles to the school. Her school administration may believe they are encouraging kids to get some exercise but all this does for my family is create hardship.
1139626337	This year we have bussing for kindergarten but after that we will have to drive my child. I don't feel comfortable with her walking. Too dangerous
1139627868	We live too far away for it to be practical and the roads are dangerous for pedestrians
1139634571	We live over 1.5 miles from the school. I think that your requiring our child to walk, especially in the winter, is so unreasonable as to be amusing. But it's not. As far as ""healthy"" goes, your decision to not give her a bus as an option, from 1.5+ miles from the school, assumes that she is ALREADY in top shape. She's not. So you have brought a huge inconvenience to our family. As we only have 1 car, and my wife has to work in Akron every day. So I'm left to ask family members to borrow their car to pick my daughter up. That's not fair.
1139639769	We are fortunate to live close enough to where there is a crossing guard for the busier street and my kid can develop confidence in her ability to use safe crossing practices and gain independence while on the smaller street.
1139683135	In our society, children walking/ biking to school are a moving target for kidnapping. My son will be lucky to walk home from the bus stop.
1139714839	The fact that we were at drop off this morning right in front of the cafeteria doors and I saw a gray jeep speed right thru the right lane and almost hit a kid in the crosswalk and it didn't even notice is ridiculous!! So many people parents and students driving, even the busses, speed thru the parking lots at the highschool and Stanton when there are students walking everywhere is absurd! I would never let my child walk anywhere there. Where are the parking lot attendants, or kent cops for drop off and pick up. After this morning I'm even more worried about dropping my kid of at the cafeteria doors. Also this week I saw some car pulling out at the light at 43, turning right almost hit a kid a bike coming to school. This situation definitely needs some help.
1139723756	My son is on the bus for almost 55 minutes, it is so sad. I understand we need more bus drivers. I think special needs students need their own small bus. I wish we could have large vans to take them to school. 6:39 is way too early to catch the bus
1139735065	Weight of backpack is unhealthy.
1139746825	I'm truly afraid for my niece to bike to school cause it's a lot of traffic in the hours of them going and coming from school I just don't feel it's safe for my niece.
1139753239	If we lived closer to the school the situation would be a little different. While I agree that walking biking are healthy, the world isn't even safe for adults let alone children, teens & young adults. The Stanton crossing guard does a wonder job though! She is a properly trained crosser and is as friendly as possible while having a very high stress & dangerous job with the way some people drive & don't care or pay attention. My daughter misses the bus to school a lot so we get to see the guard in action a lot & observe negligent drivers. We had a school staff member cut us off on the way to school & an ignorant man in a green motorcycle with a go cart frame who parks are the school often was beeping behind us & yelling today while the guard was trying to let buses go! And most of the college students are very reckless drivers and I strongly dislike it when their rude selves are back in the area and on the road and in stores and they seem to get worse on the road every year! I'm always scared for the children.
1139753897	The intersection of Woodard & Fairchild is particularly busy and is in hill with blind spots in bigger directions. Cars and trucks go through the light as they do not notice it in time . School flashing lights and a warning sign on the hill warning drivers that there is a stop light and children crossing coming up soon would be brilliant. Also we need a crossing guard there to cross both middle/high schoolers in the morning and afternoon. They only cross the elementary children.
1139754886	The intersection of Woodard & Fairchild as well as Fairchild & 43 where high schoolers cross is particularly busy and is on a hill with blind spots in both directions. Cars and trucks go through the light as they do not notice it in time. School flashing lights and a warning sign on the hill warning drivers that there is a stop light and children crossing coming up soon would be brilliant. Also we need a crossing guard there to cross both middle/high schoolers in the morning and afternoon. They only cross the elementary children.
1139764692	Children get kidnapped walking to and from school all the time and often from nice areas. Kids are probably safe walking to and from school for the most part but I don't want to take a chance. That's why I will never let my child walk/bike alone to and from school.
1139767509	The bike path that my son could take, takes him through a safe biking neighborhood. This neighborhood is directly across from the high school, but there is not a traffic light or a crossing guard to help cross the 4 lane road at this point. He could walk down a block or two on a narrow sidewalk with his bike to a traffic light, but that would leave little space for someone coming from the other way. Not certain if a traffic light could be installed for use only during school hours.
1139768253	The intersection of 43 and school st is crazy dangerous. I see people run that light often. Even during the school zone hours. I wish the city would just park an empty police cruiser near it just to give people something to think about. I get nervous for the crossing guard and the kids just seeing how so many people don't even slow down to 20mph.
1139785324	The intersection of Fairchild and Woodard is EXTREMELY DANGEROUS. I do not allow my son to cross it without an adult, and I dread the thought of him eventually crossing it in high school. For now, I walk with him every day to ensure that he gets across safely. The intersection is at the crest of a hill that is blind in both directions. Visibility is maybe 400 feet at best, and less than that on the side in front of the water tower looking toward the bridge. Although the speed limit is 25 mph, most drivers exceed it, some by a lot since it is a busy main road. Drivers routinely accelerate through the yellow light, and run the red light, or slam on the brakes at the last moment. For example, on Tuesday of this week, we witnessed a driver of a large commercial dump truck accelerate through the yellow light on our way to school, and a driver in a sedan run the red light on our way to school, and a driver in a sedan run the red light on our way to school, and a driver in a sedan run the red light on our way to school, and a driver in a sedan run the red light on our way to school, and a driver in a sedan run the red light at Woodard seem to do so intentionally, as they accelerate up the hill on approaching, exceeding the speed limit significantly. It is a 3-way intersection, and on the side where there is no street, there is a large utility box mounted on a phone pole that blocks visibility looking toward the bridge. Drivers cannot see a pedestrian waiting to cross, and pedestrians waiting to cross cannot see very seed to see a pedestrian waiting to cross, and pedestrians waiting to cross cannot see when the light changes, you have to stand in a homeowner's driveway about 10 feet from the crosswalk. The stretch of sidewalk in front of the water tower has no tree lawn for about 200 feet, so vehicles that include large commercial construction vehicles like cement trucks jumped the curb and smashed into a telephone pole on that stretch of sidewalk to school an hour and a half earlier. On Jan 31, 2012, my nei

1139834927	I am outside of the school district. I also have only a 1st grader. My thoughts could possibly change if we lived closer.
1139862360	Commuter biking is an excellent option for school age. I fully support any studies or improvements in commuting for this population of students.
1139869336	Forget biking, a kid can't ride a bike with a musical instrument, sports equipment and a 30 pound backpack on their back - it's impossible. Walking for my daughter is just as difficult, especially when she'd have to leave at 6:30 a.m. to make it to school by 7:15-7:30 - and again, how easy is it to carry all of those previously-mentioned items for 1 mile. Kent city schools imposes ridiculous restrictions on bus ridership that make transporting your kid to and from school challenging. Our driveway is 50 feet from the bus stop, yet our daughter isn't allowed to ride the bus (which isn't even half-full) because she isn't within the allowable zone. Instead, she has to walk to the end of the driveway look left to wave and say hello to her friends, and then turn right and walk an unsafe mile to school. Or we drive her. I have no good things to say about Kent City Schools and their efforts to get kids to school safely.
1139885174	Car speeds on state road often exceed posted limits. Cars have jumped side walks due to excessive speeds. They are too young to walk or bike to school alone.
1139900040	Anytime our kid is on a bike, there are not only HS kids driving cars on our roads, but also college kids driving cars everywhere because we live on campus. I always try to limit our exposure to traffic as much as possible when biking. We have a great bike and hike trail that could be expanded to make bike commuting a smart option for more kids.
1139902945	We live directly behind the school. This would be such a great walk EXCEPT we have to walk through the parent car drop off line in the back of the school to get to the walker's door. Surprisingly, the parent car line is sometimes awful in terms of if the parents in cars are watching if children need to cross through. If we were to take the long way around to the front of the school, it would add 20+ minutes (for our kindergartner) to walk to streets where there are crossing guards, safer crossing, etc. So, going through the back, we consider it safe for our older child, but not doable alone for our youngest because of the parent cars.
1139965602	The reason I drive the kids is because of Protection orders in place. It is safer to drive them than to take a chance on them coming into contact with the person the Protection order is against.
1139968856	If busing were not provided I would take my child to and from school due to a Protection Order in place. It is safer for her to ride the bus or be driven so there is no chance of contact being made by the person the Order is against.
1139990021	With my child's after school activities, he is already at school for 11 hours a day. It would not benefit him in anyway to get up earlier or arrive home later just so that he could walk or bike to school. Also, there are too many two lane country roads and Route 43 that he would travel along to get to and from school. Sometimes they are not even safe when you are driving in a car so I would never feel good about letting him bike or walk to school. Another reason I would not let him bike or walk to school is that many days he would be leaving the house before the sun comes up so he would be riding his bike in the dark. That is not safe at all.
1140152991	Because we live less than a mile from the school,my kids don't have a choice but to walk or ride a bike, we do not receive bus service. Mostly I think it's safe for them to walk, except for the areas where there are no sidewalks, which makes me nervous during the dark mornings and in winter when it's snowy.
1140167758	My child has special needs, which is why they cannot walk or ride their bike one their own.
1140172629	The school removed sidewalks from Roosevelt Drive. I understand that the thinking was students would walk on the sidewalk that is right next to the school however, our athletes and students attending Stanton end up walking in the road because nobody really walks the circuitous route along the school. Removing the sidewalks was a huge mistake. My students will not be allowed to walk or ride their bike until the sidewalks return.
1140356887	My child has special needs, which is why they cannot walk or ride their bike one their own.
1140515183	We find that when we walk our child to school on water st the sidewalks are very close to road so we will not allow him to go that route alone. The traffic is very high and people do not follow the 20 mph during school hours. The safety patrol guard on water st and school st does an amazing job keeping our children safe. The timer on the traffic lights could be better because the kids can get across but parents Leaving in cars never have time to make a right turn. As my child gets older I still feel like we would walk with him unless he had a friend to walk with on the longer route. Thank you
1141849143	We used to walk or bike to school often before they changed our parent drop off/pick up line to the back of the school. Since then, it is much harder to find a safe route to school. When walking down the the hill to the drop off area we are faced with a very narrow passage and must go into the grass when cars are passing up the hill. On the way back from school if we avoid that area we must go along the stretch of Roosevelt Ave that doesn't have sidewalks and has a lot of vehicle traffic during dismissal. We often use the grass hill behind the school to reach a less traveled area of Norwood to safely navigate back to Roosevelt. This is ok when the weather is nice, but rain, snow, and other weather issues sometimes make this less than ideal. So I often just drive my daughter to school to avoid any of the safety concerns with the back drop off area. Recently, I've tried letting my daughter ride her bike to school. This makes me more nervous but she's looked forward to being a 4th grader and this right of passage so we talked about being very cautious. She's used the back hill several times to avoid any of the streets without sidewalks and excess traffice, but walking the bike up the hill in the wet grass was tricky. I've voiced my concerns about the safety of the car line since it's installment, I'm really hoping this new audit sheds light on the dangers around this intersection.
1141931568	There is a path behind Walls school that a lot of children walk to get to the school. This path is on a very dangerous bend and it's very difficult to see. It would be helpful if there was some signage to watch out for children walking to/from school, or a school zone sign so people don't zip around the bend and injure walking children
1144720769	Don't want them walking and don't have bikes.
1144724629	The traffic on our street is bad due to speeding cars and no sidewalks. We've repeatedly called the police and nothing has been done. Our son barely rides his bike because of this. The neighbors call also have called the police. Due to this and the lack of sidewalks near the middle school and our street, we are not comfortable with him riding to school. There are some other roads he would have to take home that would keep us from allowing him to ride his bike to school as well. Same reason as above. I'd go with him on mine if there were sidewalks or police patrolling/enforcing speed.
1144726859	It's unsafe because of the traffic and the cars speed on the that road. Also in winter noone Shovel the sidewalks in ohio anywhere in kent. My son sometimes has to walk in spring because of lacrosse.



Comments from Webmap - Sep 2023

Approximate Location	Comment
	High school/Middle school
High school/Middle school campus	create the atmosphere you want students from Stanton should have the sidewalk back (when the new parking lot and drive was created, the sidewalk that was along the road was removed) if you want the kids to be able to walk or bike to school, put back sidewalks!!!
High school/Middle school campus	the steady stream of kids coming from parking lot to crosswalk to main entrance is so constant it blocks traffic all the way to 43 at times, which means walkers and bikers are going crossing through lines of traffic. If the principal, vice principal and safety officer where out there during drop off and pick up they could stop the students into groups while letting the traffic through, then cross a group of kids while a whole line of cars dropped of thier kids, then walkers stop, cars go, new group.
High school/Middle school campus	There's no good way for walkers/bikers coming from N Mantua to get to Stanton. Currently have to walk all the way to RHS's door, through their traffic and up, which is both intimidating to young students and adds to the congestion that is already a problem at RHS.
Mantua St/SR 43 near High School	Cars speed on Mantua. The speed limit needs to be enforced. Sidewalks are in poor shapes due to roots. Hard for bike riders. The sidewalk in front of the cemetery is too narrow for bikes to ride to the light to cross. There is no light to cross 43 at River Bend for bikes or walkers.
SR 43 and Roosevelt Drive (HS Entrance)	This intersection is bananas. No easy way for a walking student to cross onto school property as this whole intersection and campus has an every driver for themselves feel. Cars turn into school property well past lights changing, traffic backs up onto 43 during pick up and drop off. Walk signal does not work There is no activator button to cross N Mantua St. So you can only walk across if a car activates the light as they leave RHS.

Comments from Webmap - Sep 2023

Approximate Location	Comment
	Davey Elem
Fairchild @ Majors Ln	no crossing guard and cars speeding down the hill
fairchild and cuyahoga st	unnatended crossing
Randall & Fairchild	unnatended crossing
	sign by traffic lights says no right on red 8-4 school days, I think it should be 6:30-7:30 and 2;30-3:30 if you don't
	want people turning right on red when kids are crossing. If not take the sign down because people ignore it
	anyway and makes people not follow signs
	Poorly lit and there is not way for pedestrian's to initiate a signal. I have seen middle and high school students
for the contract of the contra	have to race through this intersection in the dark in the morning to try to get to school. It is very dangerous and
S WOODE	I know several families who drive their kids because of this intersection.
	An extremely dangerous, deadly intersection, with inadequate signage to alert drivers of a crosswalk, especially
	drivers traveling uphill from Randall Dr. Fear of this crossing combined with limited visibility, heavy traffic and
	limited monitoring especially in the morning results in children at high risk of injury and parents driving kids to
	school
	Poor visibility (looking south on Woodard when crossing from Whittier as well as heavy car and bus traffic at
by bittier and Wooday	drop of and pick up combined with many walkers and bikers make this a very tricky intersection. A crossing
	guard would help tremendously.
	Three-Way Stop is needed for safety
Whittler Ave near Lowell Dr	Cars ignore stop signs and almost hit kids/other vehicles
Park & N prospect	Northbound prospect from park should be eliminated/make one way twice last year kids were inches from
	being hit. Called school to notify
	Speeding near Davey Elementary, vehicles going accessible speeds, and ignoring traffic laws.
Majors Ln, Bryce to Fairchild	There is a lack of sidewalks and streetlights along Majors Lane. This has been an issue since i went to school there 25 years ago.
	This crosswalk is very unsafe as cars rarely stop despite huge pedestrian crossing signs. The most dangerous
Sherman/Main crosswalk	situations occur when cars from on one lane stop, pedestrians start crossing, but the cars on the second lane
	still speed by. The city should really install traffic lights that are actuated by a button and in the meantime police

Comments from Webmap - Sep 2023

Approximate Location	Comment
	Multiple Schools (Longcoy, HS, MS)
Hudson Rd	The Hudson Road Corridor is vastly inadequate for both pedestrian and bicycle travel to and from school. In it's current state of lighting, condition (poor roads and sidewalks), crosswalks it does prevent the use as access to the middle and high schools. We can do much better as a city and school district partnership to vastly improve this corridor as a better alternative to the 43 corridor.
Fairchild and Hudson	No crosswalk no sidewalk on west side of Hudson Extensive traffic in morning causes difficulty to cross Fairchild safely - also no crosswalk or sidewalk on west side of Hudson No light, no crosswalk, HEAVY traffic at all times of the day
Longcoy Ave	No side walk at all on North side of Longcoy. Rough partial sidewalk on south side. Kids have to walk in the road around the bend which is very tight and dangerous. Road in general is avoided by many kids/adults in the area. No sidewalks, ineffective street lights. Kids use it anyway, although very unsafe
Fairchild and SR 43	Heavy traffic at all times of the day, but especially during peak school pick up and drop off. Drivers fly through the lights regularly. Have witnessed several accidents and almost gotten hit there myself. Dangerous Crosswalk when walking towards sheets. Have almost been hit multiple times because drivers are trying to turn right, so they don't see me because they are looking for traffic from the left. This should be a NO TURN ON RED traffic light.
Fairchild Ave (551-535)	The stretch of sidewalk from 551 to around 535 Fairchild has no tree lawn. The road is very busy at all times of day. Huge vehicles such as buses, construction vehicles, and super duty pickups pulling trailers use the road frequently, often while exceeding the speed limit. These are barrelling by, just inches from pedestrians. In September 2022, a huge industrial vehicles jumped the curb and smashed into the phone pole in front of 535 Fairchild, right where I had walked my son to school an hour earlier. The pole was so badlt damaged from the force of the impact that a permanent steel plate had to be attached to repair it. The sidewalk on that stretch needs to be moved over to get pedestrians farther from the roadway.
	Holden Elem
Franklin at Curry Hall Pkwy 1537 Franklin Avenue	No crossing guard The sidewalk ends, so students that live on Franklin Avenue, Currie Hall Parkway, Statesmans Place, and Benjamin Court, have a difficult time to get to school

Appendix C Stakeholder Meeting























AGENDA

City of Kent School Travel Plan Study

Date:September 14, 2023Time:4:30 pm - 6:00 pmLeader:James BowlingLocation:Kent Free Library

Attendees: See Sign-in sheet

Purpose: Stakeholder Meeting

Start time:	Item:	Owner:
4:30 pm	Welcome and purpose	Jim Bowling
4:35 pm	Brief Presentation on School Travel Plan Study, Study timeline	Tom Flask
4:45 pm	Stakeholder feedback: • Vision for community,	Jim Bowling
	 What will make this study successful for you? 	
5:00 pm	Quick overview of field observations from walk/bike audit	Jim Bowling
5:05 pm	Discussion on challenges/obstacles	Jim Bowling
5:55 pm	Next Steps	Jim Bowling/ Veena Madineni
6:00 pm	End of meeting	











SIGN-IN SHEET

Project name: Kent School Travel Plan		Date:	1September 14, 2023 4:30 pm - 6:00 pm	
City of Kent, Kent Schools		Locat	uc	
		PLEASE SIGN IN		
Name:	Title:	Company:	Phone:	Email:
2. Kailin Chris	CITY ENgineer Development Planzer	Kent		
3. Rhonda Boyd	Sr. Engineer	Kent		,
4. Jim Sovars	Director of Busness Soules	Kent City Schools		
5. Shawn Bortes	P.F. Toacher	Kent City Schools		
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FALL PROTECTION













SIGN-IN SHEET

Project name:	Kent School Travel Plan	Date:	1September 14, 2023
Project number:		Time:	Time: 4:30 pm – 6:00 pm
Client name:	City of Kent, Kent Schools	Location:	Location: Kent Free Library
	PLEASE SIGN IN	Z	

Name:	Title:	Company:	Phone:	Email:
1 Jalessa Capies	Accreditation cona.	Lent City health		
2. Les Mapes	MOM agog pat	tent start		
3. Amée Ward	mong des prof	Kont State Uni.		
4 Anthony Holden	1001	10 Kent City Schw13		
s. Aaron Hido	Dean of Stidents Stidents	Kent City Schall		
6 Jon Carlain	Super interdent	Kent City Schools		
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FALL PROTECTION



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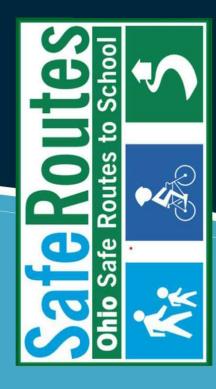






WATER

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Kent, Ohio



City of Kent School Travel Plan

Stakeholder Meeting

September 12, 2023





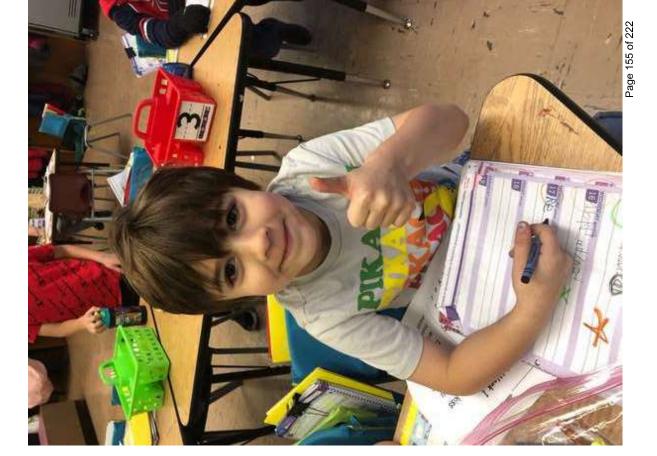
What is a School Travel Plan?

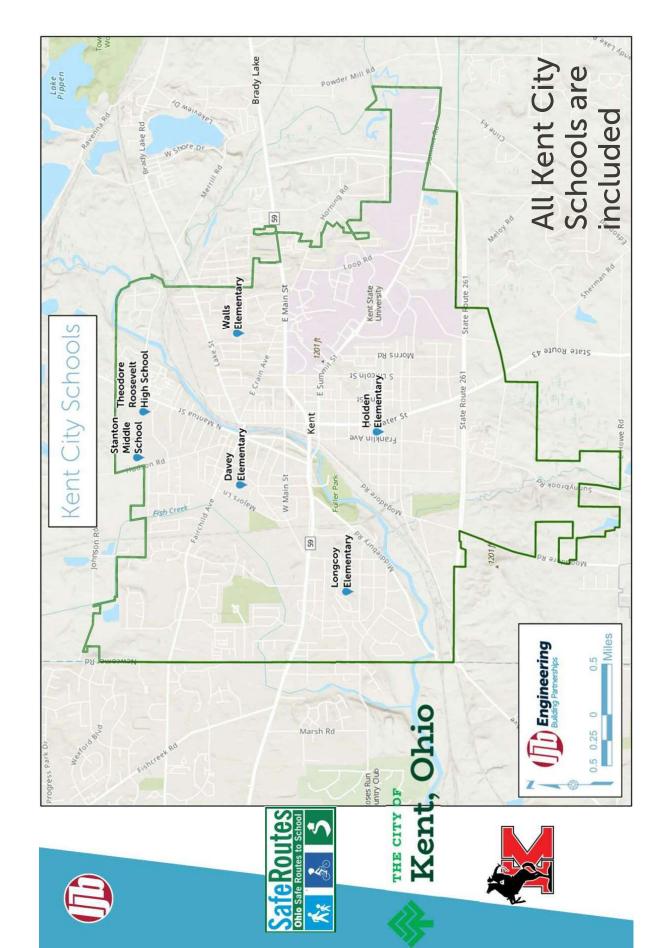
- Encourage walking/cycling
- Prioritize improvements
- Apply for Safe Routes to School (SRTS) funding













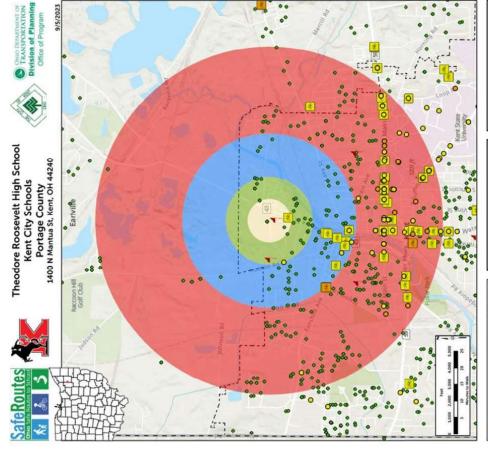
Data Collection

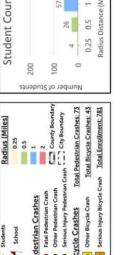
- Demographics
- US Census
- US Dept. of Education
- Crash Data (ODOT)
- Parent Surveys (sent August 30)
- Teacher Tallies (ongoing)
- Walk Audit

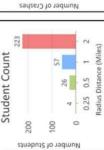
















Seek Input

- Stakeholder Meeting
- Principals Meeting
- (following review of draft plan by city and school district) General Public Meeting













What does the plan include?

- School profiles
- Current travel data
- Public input
- countermeasures Recommended
- Infrastructure
- Non-Infrastructure
- Pledges of endorsement
- Implementation plan













Resources

- Online forms created by ODOT
- Ohio SRTS School Travel Plan Guidelines
- Partner Organizations:
 - Active Transportation Academy
- Every Move You Make
- Your Move
- Ground Work newsletter









Stakeholder Meeting and Walk Audit (Today)

Draft STP (November 3)

Feedback from Stakeholders (November 17)

SRTS Funding Applications (March 2024)

Public Meeting (December 2023)

Final STP (January 2024)













Appendix D **Teacher Tallies**























		Morning a	and Afternoon	Travel Mode Co	Morning and Afternoon Travel Mode Comparison by Day	ау		
	Number of				Family			
	Trips	Walk	Bike	School Bus	Vehicle	Carpool	Transit	Other
Tuesday AM	2177	155	46	683	006	72	10	11
Tuesday PM	2108	209	33	929	608	62	2	17
Wednesday AM	2226	164	34	1020	917	02	1	20
Wednesday PM	2136	192	32	970	830	80	2	30
Thursday AM	657	20	7	305	264	19	0	12
Thursday PM	655	73	7	305	241	16	0	13

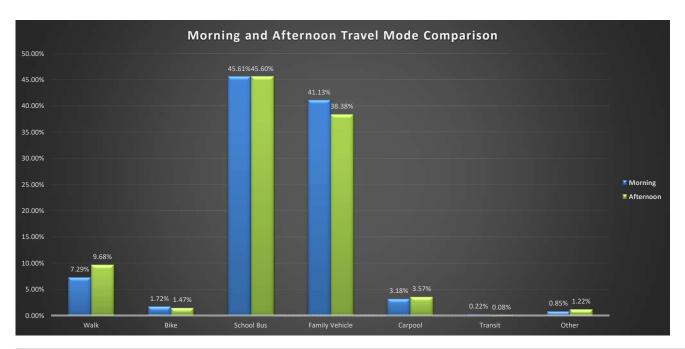
		Morni	ng and Arterno	Morning and Atternoon Travel Mode Comparison	e Comparison			
	Number of							
	Trips	Walk	Bike	School Bus	Family Vehicle Carpool	Carpool	Transit	Other
Morning	0905	698	28	2308	2081	161	11	43
Afternoon	4899	474	72	2234	1880	175	4	09

		Morni	ng and Afterno	Morning and Afternoon Travel Mode Comparison	e Comparison			
	Number of				Family			
	Trips	Walk	Bike	School Bus	Vehicle	Carpool	Transit	Other
Morning	2060	7.29%	1.72%	45.61%	41.13%	3.18%	0.22%	0.85%
Afternoon	4899	%89'6	1.47%	45.60%	38.38%	3.57%	%80'0	1.22%

Student Travel Tally Report: One School in One Data Collection Period

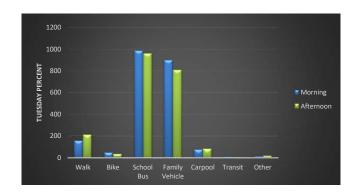
chool Name:		Set ID:
School Group:	Kent City School District	Month and Year Collected:
		Worth and Tear Collected.
School Enrollment:		Date Report Generated:
% Range of Students Involved in SRTS:		Tags:
3813.		i ags.
Number of Classrooms Included in	133	
Report:	155	

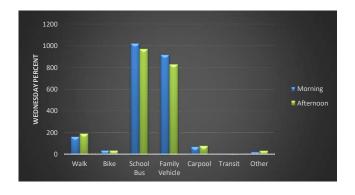
This report contains information from your school's classrooms about students' trip to and from school. The data used in this report were collected using the in-class Student Travel Tally questionnaire from the National Center for Safe Routes to School.

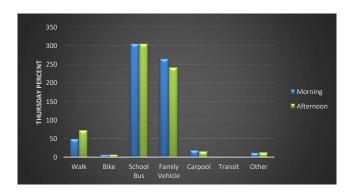


			Morning and A	fternoon Travel Mo	de Comparison			
	Number of Trips	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Morning	5060	7.29%	1.72%	45.61%	41.13%	3.18%	0.22%	0.85%
Afternoon	4899	9.68%	1.47%	45.60%	38.38%	3.57%	0.08%	1.22%

Morning and Afternoon Travel Mode by Day

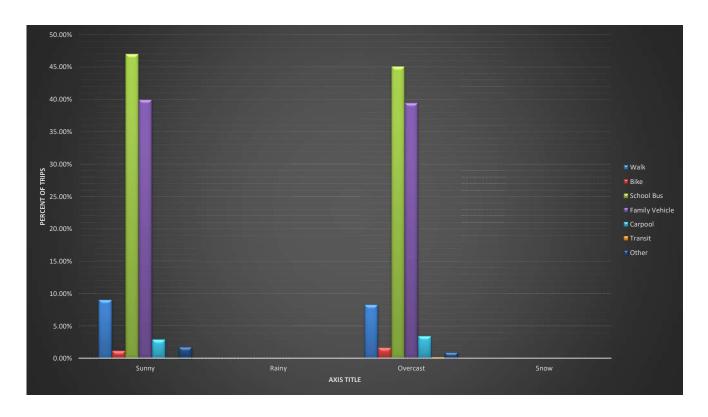






			Morning and After	noon Travel Mode (Comparison by Day			
	Number of Trips	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Tuesday AM	2177	155	46	983	900	72	10	11
Tuesday PM	2108	209	33	959	809	79	2	17
Wednesday AM	2226	164	34	1020	917	70	1	20
Wednesday PM	2136	192	32	970	830	80	2	30
Thursday AM	657	50	7	305	264	19	0	12
Thursday PM	655	73	7	305	241	16	0	13

Travel Mode by Weather Conditions



Weather Condition	Number of Trips	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Sunny	1426	9.05%	1.19%	46.98%	39.97%	2.88%	0.00%	1.75%
Rainy	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Overcast	8590	8.31%	1.65%	45.08%	39.48%	3.43%	0.17%	0.91%
Snow	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Appendix E Public Meeting























Public Meeting Agenda

SafeRoutes Davey Elementary School Ohio Department of Transportation Infrastructure Countermeasure Recommendations Engineering Kent, Ohio School Crossing Recommendation Sidewalk Recommendation Fairchild Ave Davey Elementar West side of Hudson Rd. from Sidewalk Close gaps in sidewalk network on the west side of Hudson Rd. 1 1048 Hudson Rd. to Fairchild Ave. Intersection Hudson Rd. from (McKinney Blvd. Provide marked crossings of Hudson Rd. at each intersection with curb ramps at intersection, particularly near end of west side to Cuyahoga St.) sidewalk at Whetstone Dr. improvement Fairchild Ave. & Woodard Ave. Add pedestrian signals and pushbuttons 3 Intersection improvement Construct a paved path connecting Majors Ln., the playground, and Davey Elementary. Provide an enhanced crossing from the existing and/or proposed trail to reach this path. Bowers Field 4 Majors Ln. from 341 Majors Ln. to Sidewalk Provide sidewalk on the east side. 5 Bryce Rd. Intersection Majors Ln. & Fairchild Ave. Add RRFB to the east approach crossing & ladder style crosswalks. 6 improvement Whittier Dr. from school parking Improve access to school by enhancing crossing in front of school or providing sidewalk on the north side of Whittier Dr. along the Sidewalk 7 lot to Woodard Ave. front of the school parking lot and adjacent property. Longcoy Ave./Majors Ln. from Hudson Rd. to Fairchild Ave. Provide sidewalk along the route, likely on the south side. 8

Stanton Middle School Theodore Roosevelt High School

Infrastructure Countermeasure Recommendations

Ohio Department of Transportation



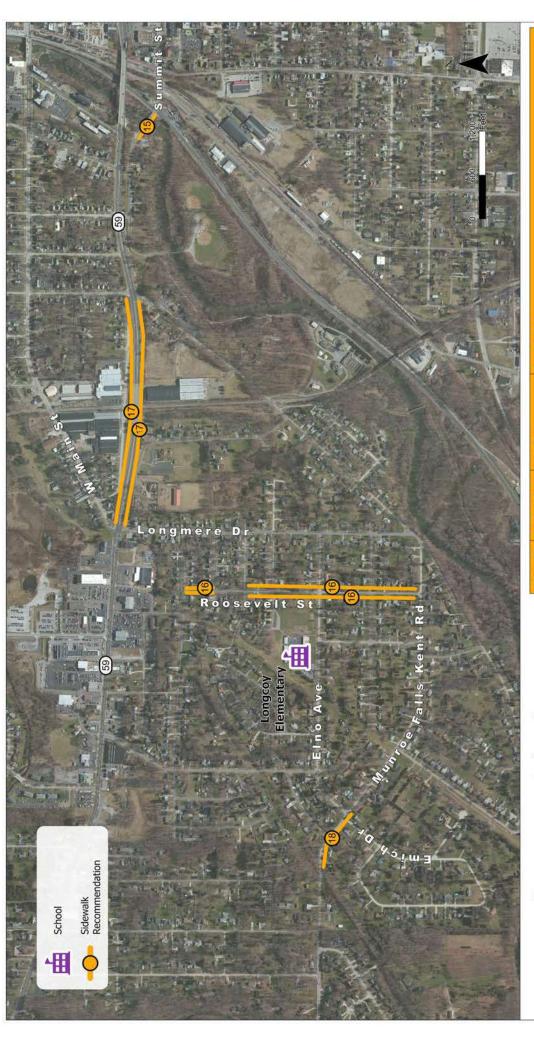








SafeRoutes Holden Elementary School Ohio Department of Transportation Infrastructure Countermeasure Recommendations Kent, Ohio 曲 School Crossing & Bike Rack Recommendations Sidewalk Recommendation Holden Elementary Franklin Ave. & Cherry St. Add pedestrian signals and pushbuttons Intersection improvement 10 Franklin Ave. & School St. Adjust signal timing to run signal during arrival and dismissal. Add pedestrian signals and pushbuttons. improvement 11 Franklin Ave. between Oak St. to Enhance crosswalks at Oak, Hall, and Williams St. with high visibility markings, crossing signs, or RRFB Intersection improvement Williams St. 12 Sidewalk Franklin Ave. from 1535 Franklin Close gap in sidewalk network on east side of Franklin Ave to complete sidewalk to SR 261 Ave. to Cherry St. 13 Sidewalk Valleyview St. Provide sidewalk from Vine St. to Lincoln St. 14 Add additional bike racks at schools where bike parking approaches capacity. Move bike racks that are not in Bike racks Near school entrance, positioned for safe access for cyclists prominent positions to more visible, safer locations.



Longcoy Elementary School

Infrastructure Countermeasure Recommendations

SafeRoutes

Ann.









dap ID	Project Type	Location	Description
15	Bridge	Summit St. across the Cuyahoga River	Summit St. across the On proposed structure, provide a shared use path from trail on west side of the river to Cuyahoga River Franklin Ave.
16	Sidewalk	Roosevelt St.	Close gaps in sidewalk network on Roosevelt St., from Munroe Falls Kent Rd. to Gardenview St. and Meredith St. to Leonard Blvd. Provide curb ramps where missing.
17	Sidewalk	Haymaker Pkwy.	Provide sidewalk on Haymaker Pkwy. from Middlebury Rd. to W. Main St.
18	Sidewalk	Munroe Falls Kent Rd.	Munroe Falls Kent Rd. Provide sidewalk on the south side of Munroe Falls Kent Rd. from the existing trail to Elno Ave. In addition, compact the existing trail in the proposed Borbanal Rike Trail along Minroe Falls.

Infrastructure Countermeasure Recommendations Kent City School District - Kent, OH

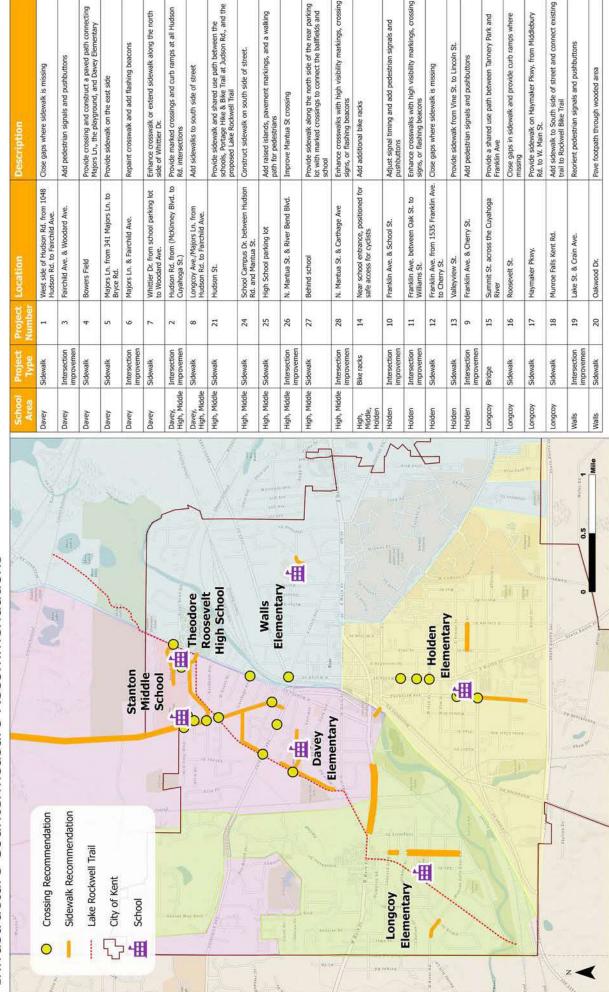


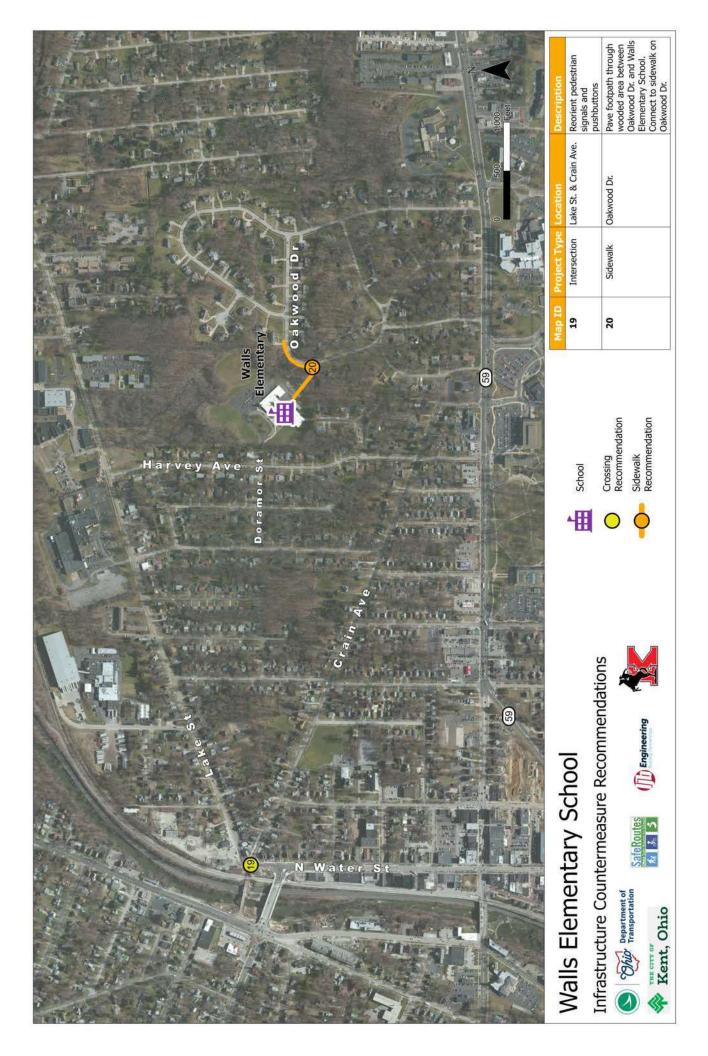












Kent City School District Non-Infrastructure Countermeasure

Recommendations





<u>SafeRoutes</u>



Walk and Bike Encouragement

- ❖ Bike Lock Rental Program
- ❖ National Walk to School Day
- ❖ National Bike to School Day
- Partnering with Repair Shops
- ❖ Bicycle Rodeo
- Mileage Clubs Competitions

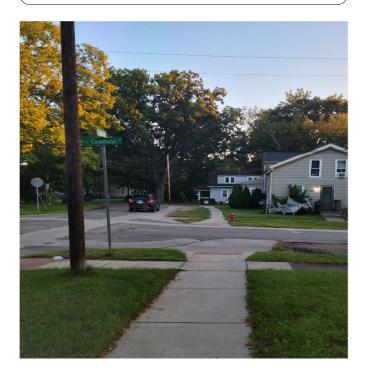


Data Reviews

- Biannual Parent Surveys
- Periodic Crime Report Review

Safety Education

- Train and Reinforce Driver Safety
- Crossing Guard State Training





Safety Actions

- ❖ Speed Enforcement in School Zones
- Volunteers to lead route to school groups
- Woodard Ave. Parking Restrictions
- ❖ Walls Elementary Bus Route Revisions
- Water St. Speed Monitoring







Kent School Travel Plan Study

Complete this feedback form. Please complete this form by Thursday, March 15, 2024. Your responses will be kept confidential, and your name will not be associated with any of the responses. To access the digital version of this feedback form, scan the QR code available on the

the ba	ck side of this form. Please only complete one version (paper or online).
1.	Please provide your name
2.	Email (Optional)
3.	Phone (Optional)
Circle	the option(s) that apply:
•	I reviewed the Kent School Travel Plan
•	I attended the public meeting.
	e specify the three most important projects to you by their Project Number listed on the ew map.
1.	
2.	
3.	
Circle	Your Affiliation (you may circle more than one)
•	Davey Elementary School • Walls Elementary School

- Holden Elementary School
- Longcoy Elementary School

- Stanton Middle School
- Theodore Roosevelt High School

Please provide any comments (Use the back side if more space is needed).

To access the digital version of the Kent School Travel Plan Study & Feedback form, scan the following QR Code.



If you would prefer to mail in the form, please fold along the lines, add stamp and address to:

Postage Required

James Bowling, P.E.
Superintendent of Eng/Deputy Director, City of Kent
930 Overholt Road
Kent, OH 44240

Jason Goshe	I think improving lighting along the most used routes is important, and providing students with free light-up/reflective gear
	would be very helpful.
Elizabeth Kudravy	I would like to see acknowledgement of the ongoing bussing shortage and know what plans or provisions are being made for students coming from daycare centers. Many of us are dual income households. Our shifts start before we are able to take our elementary aged children to school and after pickup time. We rely on daycare centers to keep our younger children safe between the time in which we must leave for work and they start school. The Safe Routes Program should be surveying these businesses to see if students are able to leave them to walk to school. I highly doubt they will permit it due to risk and liability. Daycare centers and the parents who rely on them should be part of this overall plan. I see no comments. You focus only on the students and families this is feasible for, ignoring these other circumstances.
	What are the changes being made for students crossing state route 59? We are in the Walls Elementary school zone approximately 1.2 miles from the school but ACROSS 59. I see no mention in the proposals to have crossing guards for 59. College students struggle to cross 59 from Kent Campus to the businesses on the other side but our underage children should be able to?
	Furthermore, I agree with the sentiment many parents echo. There's a lot of ground to cover for some of these kids. A lot of the area is on desolate or isolated side streets with limited visibility and or darkened areas. Does Kent have a cap on the number of rentals permitted in the city? With college students, we have a lot of transient people.
	Children should not be walking alone and ideally should be walking with an adult. As someone said in the comments again and again, sex trafficking is real. Assault can happen anywhere. In fact, sexual assaults have occurred on a commonly walked area nearby our home.
Melissa Satterfield	Extra crossing protection needed at the Crain / North Willow intersection. People often roll through this stop sign.
Melissa	We are city residents of Kent and have been for 20 years. We walk to school on a daily basis regardless of the
Poultney	weather/season. This is imperative in the city but please include all schools requesting this, including St Patrick's school. This can save lives.
Scott Fox	I believe St. Patrick School should also be included in this study. The crosswalks on N Depeyster St between the church and school are not safe, nor are they properly marked. I believe blinking crosswalk signs should be installed to improve safety.
Sean	Why is there not a School Zone marker on Water street between and the block between Brady and Depeyster? Students would also benefit from improved pedestrian protection at the North Willow - Crain intersection. Traffic often rolls through
Satterfield	the stop sign.
Aaron Hido	This is excellent!! It physically and socially connects the Kent community and its schools. It will prevent accidents and promote walking and cycling to schools instead of driving. It could reduce dangerous traffic in the school parking lots. Overall, it builds community and make Kent a healthier city.
Benjamin Tipton	My wife Morgan attended the open house and I have reviewed thoroughly the proposed recommendations. Here are my comments to them:
	Davey Elementary: 4 Bowers Field is the most pressing issue at this school - The addition and extension of the bike path is excellent! 5 Majors sidewalk is the second most pressing -7 - sidewalk install on north side of Whittier Dr. is unnecessary - use funds elsewhere.
	All other recommendations are good
	Stanton/Roosevelt: 2 - love the bike path - but I don't see how you are going to address the bike path crossing as this will likely be a major crossing spot for young walkers as it cuts the corner to stanton and roosevelt
Jon Giaquinto	Upgrade existing school zone signage and add flashing beacons to 20 mph school speed limit signs at each Kent City school location.
Stefanie	I would like to add: on the north side of Fairchild between Hudson & Woodard, there is a stretch of sidewalk where there is no tree lawn. Walking along there with speeding vehicles hurtling by inches away is unnerving and unsafe. I'd love to see a
Workman	tree lawn added so the sidewalk is farther from the road. Also, because the Woodard/Fairchild intersection has is a blind hill
	in both directions, it would be great to have a flashing pedestrian sign on both approaches up the hill to warn drivers. Also, move the electrical box that blocks pedestrian and driver visibility on the north side of Woodard/Fairchild intersection. Thanks!
Leah Graham	I am excited to see the City of Kent's Safe Routes for Schools plan. It is something that is definitely needed and I hope we get funding to improve pedestrian and walker safety near all the schools. However, I wanted to point out that the City of Kent missed a huge opportunity for improving pedestrian and bicycle safety by not including St. Patrick K-8 School. St. Patrick's has about 200 students and is centrally located in the middle of downtown.
	For the past ten years, I have been an avid bike commuter to work at Kent State from the north side of town. Now, I also walk my four children to school daily. I am familiar with the various downtown routes on a "sidewalk crack" granular level. My oldest is seven and my youngest is one; the outcome of this plan will impact us for the next 18+ years.
	I implore the City of Kent to please consider ALL ages – not just kids who are five to eighteen, but also future students. This is because someone with an infant and toddler in a stroller, and preschooler on a scooter/balance bike may take "less traveled" routes to school

dropping and picking up siblings from school. Also, please consider that not only do we need safer routes from home to school and school to home, but school to after school activities too, which includes all the things children would be doing (e.g., music and dance lessons downtown, going with friends to eat at our local restaurants, stopping by playgrounds, visiting skateboard an bike shops, enjoying nature in the parks, playing baseball at Kramer fields, or visiting playgrounds at Fred Fuller Park, gardening at the school gardens, visiting urgent care, taking PARTA buses, etc.). Not only should routes be safer from our homes to all our schools, but from the schools to after-school activities, especially as older children travel without parents.

From reviewing the plans, below are the areas I see could use the most improvement based on my 10+ years of experience as a pedestrian, cyclist, and parent of children who walk to school:

- 1) ADD SIDEWALKS IN WALLS NEIGHBORHOOD- CRAIN, ELMWOOD, FAIRVIEW DR, OAKWOOD DRIVE, WOODHILL, OVERLOOK (There are currently no sidewalks in this entire neighborhood which impacts not only the safety, health, and accessibility of those that live in the neighborhood, but also everyone else in adjacent surrounding neighborhoods).
- a. I like that the City of Kent's Safe Routes to Schools travel plan emphasizes equity as one of the 6 e's of the plan. I would implore the city to please consider adding sidewalks to Walls neighborhood, which are desperately needed. Because a few people in a high-income neighborhood should not get to decide the safety, health, and accessibility of everyone their neighborhood along with the in the surrounding low-income neighborhoods that would travel through that neighborhood, choosing a "low traveled" route to not only take children to and from school walking and biking, but also access the amenities in the neighborhood such as playgrounds, gardens, urgent care, restaurants, bus stops, grocery stores and more.
- b. As a parent who knows families with young children that walk and bike to Walls from this neighborhood it is frustrating that only a small stretch of sidewalk will go through the woods at Walls school and only connects to one sidewalk, but it will not connect with any other sidewalk, because there are NO sidewalks on OAKWOOD or the entire neighborhood.
- 2) CRAIN/WILLOW INTERSECTION
- a. Just about every day that I cross this intersection, it looks like cars will not stop for me and my children in a stroller, walking and on scooters. Cars speed on this road, and it looks like drivers are not going to stop. I have called the police multiple times a year over ten years, because drivers do not stop at the intersection, speed, drive through, or drive while pedestrians are still crossing. I have seen vehicles drive while pedestrians are in the middle of the cross walk just inches after my children have crossed their vehicle's the path. Drivers are impatient and aggressive at this intersection.
- b. It is disturbing to turn and see my 5 year old in the MIDDLE of the pedestrian cross walk, be INCHES from a car that will go through the intersection as soon as we have passed the front of their vehicle. As young children often do, my 5 year old could drop something he is carrying, dart to go after it, and get hit because of impatient, aggressive drivers who DO NOT WAIT until pedestrians completely cross the intersection. This happens to us on a DAILY basis. With the amount of traffic traveled on CRAIN this intersection desperately needs improved.
- 3) MILLER/DORAMOR STOP SIGN INTERSECTION
- a. We live on Miller directly in front of the Doramor cross walk. When school is out I see children every day use this crossing. I also see cars on a daily basis, that do not stop at the stop sign, speed on Miller, or will roll through—all during times when school is starting or getting out. I have called the police multiple times every year for 10 years about this issue.
- SCHOOL ZONE/FLASHING LIGHTS: N. WATER STREET
- a. It wasn't until the fall of 2023 that St. Patrick School received a "school zone and flashing lights" intersection and pedestrian cones on N. Depeyster. It has made a huge improvement for cars slowing and stopping as we cross this intersection.
- b. Buses, pedestrians, cyclists, parents that drive to pick up children all exit one-way from Depeyster onto N. Water Street.
- c. A School Zone/Flashing light is desperately needed on N. Water street as it is heavily traveled and would improve the safety of children and pedestrians
- d. TRAFFIC CALMING MEASURES/SAFE CROSSING near BRADY STREET/NORTH WATER
- i. Student need a way to safely get to the bridge to cross over North Water to Fairchild.
- e. Our friend's cousin was killed in 2014 in a hit and run on N. Water Street, a block from St. Pats School exits. While traffic calming measures have since been implemented there, there are minimal to few traffic calming measures just a block away where the school buses, cars, pedestrians and cyclists exit onto N. Water from the one-way school exit street to Brady Street and beyond.
- 5) DEPEYSTER/BRADY (Kent City Schools Board of Education) SIDEWALKS
- a. There is no sidewalk on Brady Street on the Board of Education. I have been charged by large, aggressive, barking pit bulls on Brady Street while walking with my newborn, toddler, preschooler, and school aged children. Since this happened, I am afraid to ever go on Brady that has the sidewalks again, and choose to instead walk on the ROAD of Brady beside the board of education, because it is safer than my children being attacked by an off leash dog.
- 6) OFF-LEASH DOGS at Kent City Schools Board of Education Playground and Field (DEPEYSTER/ HIGHLAND AVE./CRAIN)
- a. We will walk past the field and other times we will stop at the playground after school. Often times large dogs will be off-leash in this field. I think it is also confusing for people because the City has a "dog bag waste station" on Highland Ave/Crain, which confuses dog owners to think it is a "pseudo" dog park where dogs can run off-leash. We frequently stop at the playground at the City of Kent Schools Board of Education Playground. Often, large, off-lease dogs will be on the field between Depeyster, Highland Ave, and Crain. Having been charged on Brady by large-off leash dogs, and at the field on Crain/Depeyster/Highland Avenue I am afraid of dogs being off leash as my children get older and would walk to school without parents.
- 7) LARGE, AGGRESSIVE, OFF-LEASH DOGS CHARGING PEDESTRIANS IN THE CITY
- a. Before having children, I was charged by a large pitbull on Depeyster/Hall intersection, who crossed the street from his house to myself while walking my dog. I was so shook up by this experience that I reported the incident to the police on my way home. I also want to note that just ONE negative walking or biking experience could alter someone's route permanently or for years to come.
- 8) HARVEY ACROSS TO LAKE STREET
- a. If we're making safe routes to schools near Walls, then something is needed for children to be able to cross lake street if they want to safely cross to Kent Cycle, or access the bike path and trails on that side of the street.

Thank you for doing this plan and making our city safer, healthier, and more accessible not only for children, but for all citizens.

I am happy to be available or provide feedback on any of my experiences.

Public Meeting Presentation Slides

Kent School Travel Plan







SafeRoutes







Agenda

- Safe Routes to School Vision
- ► What is a School Travel Plan?
- Existing Conditions
- Survey Responses and Input
- ▶ Draft Recommendations & Next Steps









Safe Routes to School Vision

- ► Vision
- convenient, and accessible transportation option for everyone. > State of Ohio - Walking and biking in Ohio will be a safe,
- Kent Stakeholders
- Easier Access for Everyone, particularly students during all seasons
- Reduced vehicular travel speeds on roadways city-wide
- ► Make walking cease to be the exception
- A feeling of reconnected community, where residents look out for students
- ► Biking for Transportation
- Policy that supports improved public health









What is a School Travel Plan?

A plan that outlines a community's intentions for enabling (biking/walking) as they travel to and from school students to engage in active transportation

► K-12 Program

Plan Recommendations are eligible for funding of infrastructure and non-infrastructure projects









What is a School Travel Plan?

- ► School Travel Plans Address the 6 E's:
- ► Engineering
- ► Education
- ► Encouragement
- ► Enforcement
- ► Evaluation
- Equity







SafeRoutes



Existing Conditions - Participating Schools

- Elementary Schools*
- ▶ Davey Elementary
- Holden Elementary
- Longcoy Elementary
- Walls Elementary
- Stanton Middle School
- Theodore Roosevelt High School
- * St. Patrick School Participation?











Existing Conditions

- ► Current Student Travel
- Walk Audit
- ► Existing Programs & Policies
- Safety Data (Pedestrian/Bike Crashes)
- Equity
- Current Improvements in progress









Existing Conditions - Student Travel

Distance from School	Number of Students	% of Student Body
Within ¼ mile	74	2.4%
Within ½ mile	327	10.7%
Within 1 mile	746	24.5%
Within 2 miles	1458	47.9%

- ▶ District Bus Policy Provided for families outside of the school walk zone
- · Elementary Schools 1 mile
- ► Middle School 1.25 miles
- ► High School 2 miles

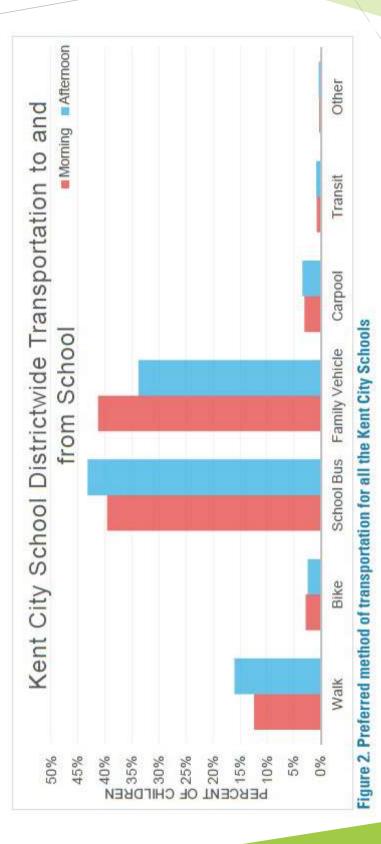








Existing Conditions - Student Travel









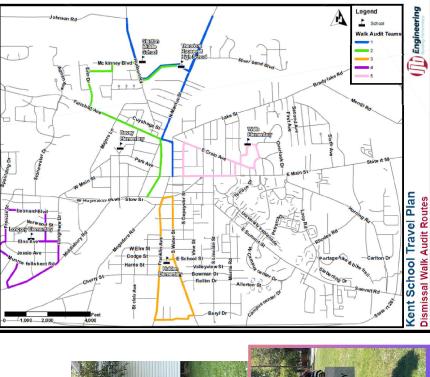
OHIO DEPARTMENT OF TRANSPORTATION





Existing Conditions

Walk Audits















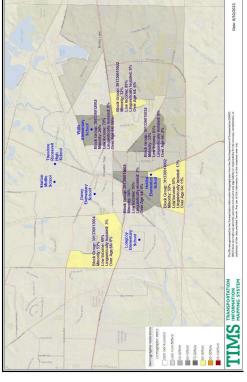
Existing Conditions

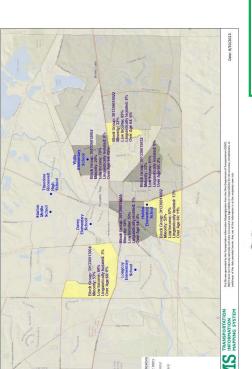
OHIO DEPARTMENT O
TRANSPORTATION
Division of Plannin
Office of Program

Walls Elementary School Kent City Schools Portage County 900 Doramor St. Kent. OH 44240

SafeRoutes •**%**

- Safety
- Equity





Crash Total

Student Count

| Radius (Milss) | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25

Students
 School

Pedestrian Crashes

• Fatal Pedestrian Crash

• Other Pedestrian Crash

• Serious Injury Pedestrian

1.000 1.000

68

0.25 0.5 1 2 Radius Distance (Miles)

15

Total Pedestrian Crashes: 96 Total Bicycle Crashes: 57 Other Bicycle Crash Total Bicycle Crashes: 57
Serious Injury Bicycle Crash Total Enrollment 341

Bicycle Crashes





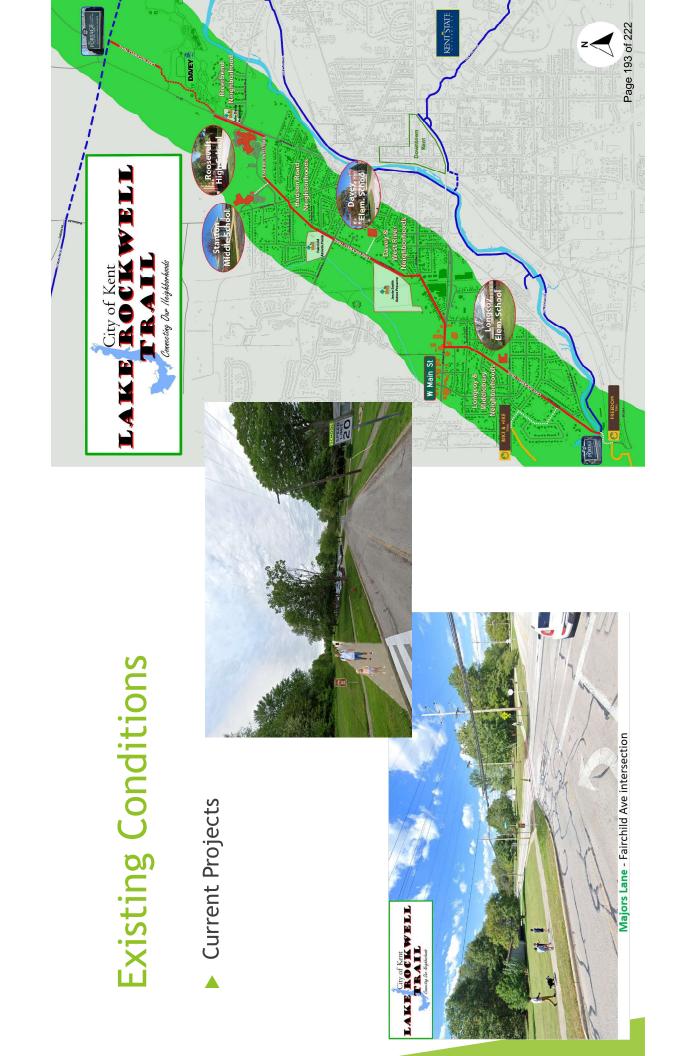
OHIO DEPARTMENT OF TRANSPORTATION











Survey Responses and Input

- ► Community Engagement
- Caregiver Survey
- ➤ Stakeholder Meeting
- ► School Administration Meetings
- ► Today's Open House!



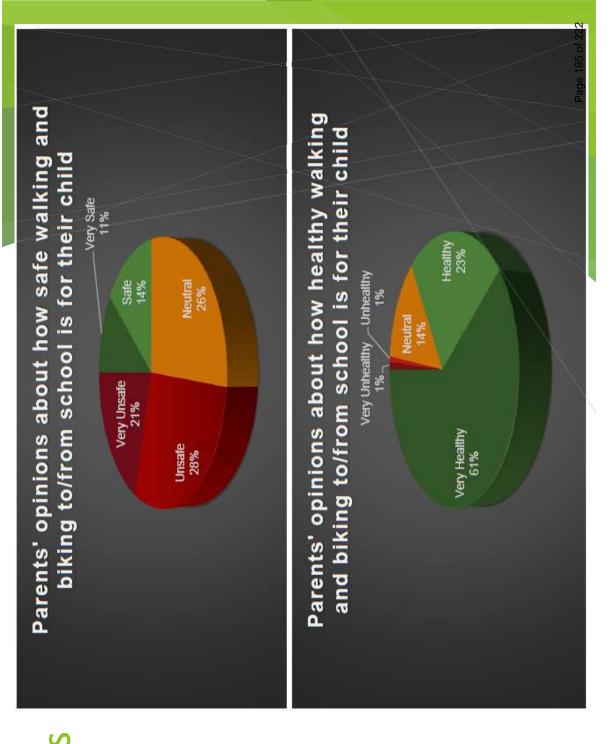




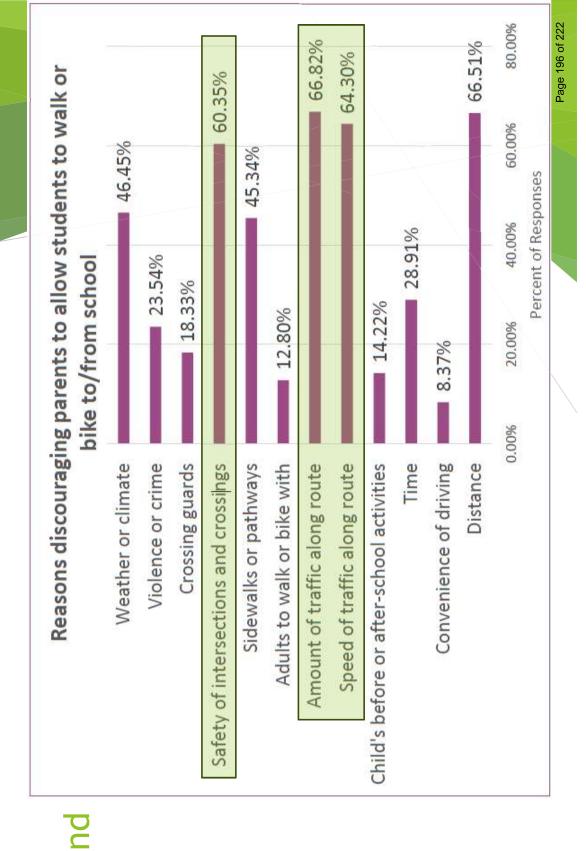
SafeRoutes



Survey Responses and <u>Input</u>



Survey Responses and Input



Draft Recommendations & Next Steps



Longcoy Elementary School

Infrastructure Countermeasure Recommendations

Transportation

SafeRoutes

Transportation











Map ID	Project Type Location	Location	Description
15	Bridge	Summit St. across the Cuyahoga River	On proposed structure, provide a shared use path from trail on west side of the river to Franklin Ave.
16	Sidewalk	Roosevelt St.	Close gaps in sidewalk network on Roosevelt St., from Munroe Falls Kent Rd. to Garder and Meredith St. to Leonard Blvd. Provide curb ramps where missing.
17	Sidewalk	Haymaker Pkwy.	Provide sidewalk on Haymaker Pkwy, from Middlebury Rd. to W. Main St.
18	Sidewalk	Munroe Falls Kent Rd.	Provide sidewalk on the south side of Munroe Falis Kent Rd. from the existing trail to E In addition, connect the existing trail to the proposed Rockwell Bike Trail along Munroe Rint Rd.



Draft Recommendations & Next Steps

Non-infrastructure Countermeasure Recommendations

non-infrastructure countermeasures. Program and policy recommendations aim to re-prioritize walking and bicycling and to change the culture This plan makes recommendations that will promote and support safe routes to school through a combination of infrastructure projects and around active transportation and help increase use through encouragement, education, engagement, enforcement, and evaluation.

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Table 10. Program and policy recommendations	nd policy recommen	dations			
School	Project Type	"E's"	Description	Leaders	Timeframe
All schools	Program	Encouragement	Bike lock giveaway or rental program where students can check out bike locks for one day or longer periods	Kent City School District	Fall 2024
All schools	Policy	Enforcement	Increase speed enforcement in school zones	Kent Police Department	Fall 2024
All schools	Program	Education	Send crossing guard(s) to ODOT's Adult School Crossing Guard Training Program ⁵	Kent City School District, ODOT	
All schools	Policy	Evaluation	Conduct Parent Surveys biannually to track progress	Kent City School District	Bi-annual
All schools	Program	Encouragement	Develop mileage clubs which create competition between classes or grades based on distance traveled/commuted	Kent City School District	
All schools	Program	Evaluation	Review city crime information to research reasons for and to prevent future crime	Kent City School District	Periodically
All schools	Program	Encouragement	Participate in events such as International Walk to School Day or National Bike to School Day	Kent City School District	
All schools	Program	Encouragement, Education	Host fix-it events at schools in partnership with local bike shops or advocacy groups	Kent City School	

Page 198 of 222

Draft Recommendations & Next Steps

► Comment Period - through March 15, 2024

Approvals

► City Council

► Kent City School Board

► Apply for SRTS Funding

Reevaluate Plan









Appendix F Cost Estimates























KENT STP PID 112767, TASK 0013 CITY OF KENT OHIO

Conceptual Cost Estimate Tuesday, June 25, 2024



INFRASTRUCTURE RECOMMENDATION 1									
	Close gaps in sidewalk network on the west side of Hudson Rd								
REF	ITEM	DESCRIPTION	QUANTITY	UNITS	U	NIT COST		EXTENSION	
A1	202E23000	Pavement Removed	7	SY	\$	42.00	\$	280.00	
A2	202E30000	Walk Removed	99	SF	\$	12.00	\$	1,188.00	
A3	202E32000	Curb Removed	30	FT	\$	24.00	\$	720.00	
A4	203E10000	Excavation	95	CY	\$	34.00	\$	3,232.10	
A5	203E20000	Embankment	10	CY	\$	56.00	\$	560.00	
A6	252E01500	Full Depth Pavement Sawing	54	FT	\$	5.00	\$	270.00	
A7	253E01000	Pavement Repair	7	SY	\$	215.00	\$	1,433.33	
A8	608E10000	4" Concrete Walk	7550	SF	\$	6.50	\$	49,075.00	
Α9	608E52000	Curb Ramp	150	SF	\$	29.00	\$	4,350.00	
A10	609E26000	Curb, Type 6	40	FT	\$	48.00	\$	1,920.00	
A11	644E00620	Crosswalk Line, 12"	178	FT	\$	5.00	\$	890.00	
A12	644E00630	Crosswalk Line, 24"	223	FT	\$	5.00	\$	1,112.50	
A13	201E11000	Clearing and Grubbing	1	LUMP	\$	5,000.00	\$	5,000.00	
A14	614E11000	Maintaining Traffic	1	LUMP	\$	4,000.00	\$	4,000.00	
A15	623E10000	Construction Layout Stakes & Surveying	1	LUMP	\$	2,800.00	\$	2,800.00	
A16	624E10000	Mobilization	1	LUMP	\$	4,000.00	\$	4,000.00	
						Subtotal	\$	78,642.93	
				Con	stru	ction Total	\$	78,642.93	
				30%	Co	ontingency	\$	23,590.00	
				20%		Eng Design	\$	15,730.00	
					Pr	oject Total	\$	117,962.93	

KENT STP PID 112767, TASK 0013 CITY OF KENT OHIO

Conceptual Cost Estimate Tuesday, June 25, 2024



INFRASTRUCTURE RECOMMENDATION 2								
	Provide marked crossings of Hudson Rd. at each intersection with curb ramps at intersection							
REF	ITEM	DESCRIPTION	QUANTITY	UNITS		INIT COST		EXTENSION
B1	202E23000	Pavement Removed	19	SY	\$	42.00	\$	793.33
B2	202E30000	Walk Removed	340	SF	\$	12.00	\$	4,080.00
В3	202E32000	Curb Removed	54	FT	\$	24.00	\$	1,296.00
В4	203E10000	Excavation	7	CY	\$	34.00	\$	228.77
B5	203E20000	Embankment	3	CY	\$	56.00	\$	168.00
В6	252E01500	Full Depth Pavement Sawing	153	FT	\$	5.00	\$	765.00
B7	253E01000	Pavement Repair	19	SY	\$	215.00	\$	4,061.11
В8		4" Concrete Walk	151	SF	\$	6 . 50	\$	981.50
В9	608E52000	Curb Ramp	510	SF	\$	29.00	\$	14,790.00
B10	608E53020	Detectable Warnings	10	SF	\$	65.00	\$	650.00
B11	609E26000	Curb, Type 6	139	FT	\$	48.00	\$	6,672.00
B12	625E32000	Ground Rod	10	EACH	\$	282.00	\$	2,820.00
B13	630E03100	Ground Mounted Support, No. 3 Post	140	FT	\$	14.00	\$	1,960.00
B14	630E80100	Sign, Flat Sheet	90	SF	\$	22.00	\$	1,980.00
B15	630E97700	Signing, Misc,: Solar-Powered Rectangular Rapid Flashing Beacon (RRFB) Sign Assembly	10	EACH	\$	7,500.00	\$	75,000.00
B16	632E64020	Pedestal Foundation	10	EACH	\$	950.00	\$	9,500.00
B17	644E00620	Crosswalk Line, 12"	642	FT	\$	5.00	\$	3,210.00
B18	644E00630	Crosswalk Line, 24"	803	FT	\$	5.00	\$	4,012.50
B19	644E00500	Stop Line	28	FT	\$	11.00	\$	308.00
B20	644E20800	Yield Line	120	FT	\$	13.00	\$	1,560.00
B21	201E11000	Clearing and Grubbing	1	LUMP	\$	1,000.00	\$	1,000.00
B22	614E11000	Maintaining Traffic	1	LUMP	\$	6,500.00	\$	6,500.00
B23	623E10000	Construction Layout Stakes & Surveying	1	LUMP	\$	4,500.00	\$	4,500.00
B24	624E10000	Mobilization	1	LUMP	\$	6,500.00	\$	6,500.00
						Subtotal	\$	147,166.88
				Con	stru	ction Total	\$	147,166.88
				30%	C	ontingency	\$	23,590.00
				20%		Eng Design	\$	15,730.00
					Р	roject Total	\$	186,486.88

KENT STP PID 112767, TASK 0013 CITY OF KENT OHIO

Conceptual Cost Estimate Tuesday, June 25, 2024



INFRASTRUCTURE RECOMMENDATION 9									
Add pedestrian signals and pushbuttons at Franklin Ave & Cherry St									
REF	ITEM	DESCRIPTION	QUANTITY	UNITS	U	NIT COST	Е	EXTENSION	
C1	625E32000	Ground Rod	8	EACH	\$	282.00	\$	2,256.00	
C2	632E20730	Pedestrian Signal Head (LED), Type D2, Countdown	8	EACH	\$	550.00	\$	4,400.00	
C3	632E20750	Accessible Pushbutton	8	EACH	\$	860.00	\$	6,880.00	
C4	632E40500	Signal Cable, 5 Conductor, No. 14 AWG	2400	FT	\$	3.00	\$	7,200.00	
C5	632E64020	Pedestal Foundation	8	EACH	\$	950.00	\$	7,600.00	
C6	632E89900	Pedestal, 8', Transformer Base	8	EACH	\$	1,000.00	\$	8,000.00	
C7	644E00620	Crosswalk Line, 12"	360	FT	\$	5.00	\$	1,800.00	
C8	644E00630	Crosswalk Line, 24"	450	FT	\$	5.00	\$	2,250.00	
C9	201E11000	Clearing and Grubbing	1	LUMP	\$	1,000.00	\$	1,000.00	
C10	614E11000	Maintaining Traffic	1	LUMP	\$	2,000.00	\$	2,000.00	
C11	623E10000	Construction Layout Stakes & Surveying	1	LUMP	\$	1,400.00	\$	1,400.00	
C12	624E10000	Mobilization	1	LUMP	\$	2,000.00	\$	2,000.00	
						Subtotal	\$	46,786.00	
Construction Total 30% Contingency 20% Eng Design Project Total						\$ \$ \$	46,786.00 23,590.00 15,730.00 86,106.00		

CITY OF KENT DEPARTMENT OF PUBLIC SERVICE DIVISION OF ENGINEERING

<u>MEMO</u>

TO: Dave Ruller

Amy Wilkens

FROM: Jim Bowling

DATE: July 19, 2024

RE: Water Planning Agreement with Portage County Water Resources

The Service Department is requesting council time and approval to execute the attached Water Planning Agreement with Portage County Water Resources (PCWR). The agreement provides the framework for Kent and PCWR to jointly study our ability to serve potable water to the area south of Kent generally bounded by Mogadore Road, SR 43 and Howe Avenue. The study will look into the following issues:

- Evaluating the most effective way to serve the study area using the resources available to both entities.
- Modify the service area boundary to reflect the potential build out of water lines in this area.
- The potential for Kent to provide an emergency connection to PCWR in case of an emergency.
- The potential for Kent to sell bulk water to PCWR.
- The potential for Kent's water system to improve the quality of drinking water and reduce maintenance costs in this area by increasing water usage in this area.

The City and PCWR would split the cost of the planning study 50/50 with the City's contribution being capped at \$50,000. The funds for this study were appropriated in the 2024 budget.

C: Melanie Baker Hope Jones Gary Labajetta John Ellison Rhonda Hall

WATER PLANNING AGREEMENT

PORTAGE COUNTY AND CITY OF KENT

ALL PARTIES BEING IN THE COUNTY OF PORTAGE, STATE OF OHIO

WITNESSETH:

WHEREAS, County Resolution 02-0890 and City Ordinance 2002-101 establish a water service agreement between the County and City (Exhibit A), and Section 13 of said agreement, of which this Water Planning Agreement is in furtherance, and

WHEREAS, the County and City public water systems are in close proximity to each other in Brimfield Township, and

WHEREAS, The County and City are looking to improve resiliency in supplying water and desire to investigate potential emergency water connections in Brimfield Township; and

WHEREAS, the County has identified a need for a supplemental water supply to assist in providing service to its customers, primarily in Brimfield Township south of the City along Howe Road hereinafter referred to as the "Study Area"; and

WHEREAS, the City has the capacity to produce additional water; and

WHEREAS, the City owns and maintains a 2,000,000 gallon water supply reservoir on Mogadore Road within the Study Area, hereinafter referred to as the "Mogadore Tank"; and

WHEREAS, the City desires to increase the turnover of water in the Mogadore Tank; and

WHEREAS, both parties desire to perform joint planning to determine the most efficient way forward to provide water to the public located in the Study Area and enhance the reliability of their respective water systems.

NOW THEREFORE, The City and County commit to investigate the potential to collaborate on providing water to the Study Area, hereinafter called the "Study." The Study would generally include determining the infrastructure required for the City to provide water to the County, the costs for said infrastructure, the impacts to both water systems and potential revisions to the current service area. The City and the County agree to the following to complete the Study:

County:

- Provide management services for the Study.
- Jointly with the City, determine the scope of needs for a consultant to assist in completing the Study, including the specific services and qualifications required.
- Utilizing input from the City, select a consultant most qualified to assist in the completion of the Study.
- Negotiate fair and reasonable compensation with the selected consultant, particularly in regard to the essential requirements of the work, the consultant's abilities, and the value, scope, complexity and nature of the services.
- Hire and manage the consultant selected by the parties, including making all payments for the consultant's contract.
- Budget for an appropriation not to exceed \$100,000 for consultant's services, which is to be certified to the contract for the consultant's services.
- Invoice the City for the reimbursement of 50% of the cost of consultant's services, after receipt of consultant's invoices, up to \$50,000 total reimbursement.
- Obtain written consent of the City prior to authorizing any change orders to consultant's contract.
- Utilize input from the City when determining acceptability of consultant deliverables and provide duplicate original or copy thereof to the City.
- Provide the primary coordination with Ohio Environmental Protection Agency for the Study.

City:

- Jointly with the County, determine the scope of needs for a consultant to assist in completing the study, including the specific services and qualifications required.
- Assist the County in completing the study, including attending meetings, performing reviews and providing direction pertaining to the City's water system.
- Reimburse the County 50% of the cost of consultant's services, up to \$50,000 total reimbursement, payable within forty-five (45) days of receipt of invoice(s) from County.

Should the consultant services fail to be initiated within twelve (12) months from the date of this Agreement, then this Agreement shall be void.

<u>CITY OF KENT</u>	
Approved and Accepted by:	
	Witness:
Dave Ruller City of Kent, City Manager	
Date:	
Approved to Form:	
Hope Jones City of Kent, Law Director	
Date:	
Certificate of Di	rector of Budget and Finance
this commitment has been lawfully app	ifty thousand Dollars (\$50,000) required to meet propriated or authorized or directed for such purpose ocess of collection to the credit of the WATER Fundamow outstanding.
	Rhonda Hall, Director of Budget and Finance
	Date

In witness whereof, the Parties hereto have agreed and offered their hands and seals:

PORTAGE COUNTY Anthony J. Badalamenti - Commissioner Sabrina Christian-Bennett - Commissioner Mike Tinlin - Commissioner Approved to Form: Approved: Asst. Prosecuting Attorney Portage County, Ohio Director Portage County Water Resources

EXHIBIT "A"

"2002 Water Service Area Agreement"

RESOLUTION

RE: AUTHORIZING PORTAGE COUNTY BOARD OF COMMISSIONERS TO ENTER INTO A WATER SERVICE AREA AGREEMENT WITH THE CITY OF KENT

It was moved by Kathleen Chandler, and seconded by Christopher Smeiles that the following resolution be adopted:

WHEREAS.

the City of Kent is a public water supplier currently supplying water to customers in the City of Kent and has water supplies sufficient to supply additional needs in the area; and desires for efficiency a distinct water service area; and

WHEREAS,

Portage County Board of Commissioners desires for efficiency a distinct water service area; and

WHEREAS,

Portage County Board of Commissioners has created the Portage County Regional Sewer District on April 11, 1974 by Resolution 74-78, with capacity to provide water services; now therefore be it

RESOLVED,

by the Board of Commissioners of Portage County, Ohio;

Section 1. That the Board agrees to enter into a Water Services Area Agreement with the City of Kent.

Section 2. That a copy of the Water Service Agreement is attached hereto and incorporated herein.

Section 2.

It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Charles W. Keiper II, Yea;

Kathleen Chandler, Yea;

Christopher Smeiles, Yea;

I, Clerk of the Board of County Commissioners, do hereby certify that the foregoing document is true and correct copy of a resolution of the Board of County Commissioners of Portage County, duly adopted October 8, 2002 and appearing upon the official records of said Board Volume 55, page _____.

Clerk, Portage County Commissioners

ORIGINAL

RECEIVED PORTAGE COUNTY COMMISSIONERS

2002 OCT 17 A 10: 01

WATER SERVICE AREA AGREEMENT

This agreement is entered into between the City of Kent, Ohio (the City) and Portage County, Ohio (the County).

The effective date of this agreement is the date that the City Council and Board of County Commissioners approve the agreement and all of the necessary signatures are obtained.

WHEREAS, the parties to this agreement want to be able to provide potable water to the residents of the County, both within and outside the City limits of Kent; and

WHEREAS, the City has excess water capacity available to be able to supply residents outside the City limits with water; and

WHEREAS, the County is continually upgrading its ability to supply water to the County residents where water service is not available; and

WHEREAS, it would not be fiscally responsible for the City and the County to overlap water lines to serve water customers in the same areas; and

Section 1. The City will be the sole provider of water to the owners or tenants of real property located within the Kent Service Area shown on the map attached hereto as Exhibit A and made a part hereof, subject to the provisions of Section 2. All areas outside the Kent Service Area are part of the Portage County Service Area.

Section 2. The County shall not construct water lines within the City Service Area identified in Section 1, except those lines necessary for the transmission of water through the City Service Area. Said transmission lines shall not service any customers

within the Kent Service Area, unless the City has previously denied water service to a potential customer, who is requesting water service near said transmission lines. In this case, the County shall notify the City, in writing, of its intent to supply water to a customer within the City Service Area. The City shall then have 60 days to respond to said request. Responding to the request means that the City has 60 days to tell the customer whether or not it will supply water to the customer within twelve months from the date of the response. If no response is received from the City within 60 days, the County will then have the right to supply water to said customer.

Section 3. The City shall not construct water lines outside of the Kent Service Area identified in Section 1, except those lines necessary for the transmission of water. Said transmission lines shall not service any customers outside of the Kent Service Area unless the County has previously denied water service to a potential customer, who is requesting water service near said transmission line. In this case, the City shall notify the County, in writing, of its intent to supply water to a customer outside of the County Service Area. The County shall then have 60 days to respond to said request. Responding to the request means that the County has 60 days to tell the customer whether or not it will supply water to the customer within twelve months from the date of the response. If no response is received from the County within 60 days, the City will then have the right to supply water to said customer.

Section 4. The City, when extending water service to new customers, may require the new customers to pay for or contribute to the cost of extending water lines in order to provide the new water service. The County may cooperate with the City in assessing property owners proportionately to recover the City's cost in extending water service to areas that are outside of the City limit, yet inside the City Service Area. Customers that are charged special assessments for the extension of the water service may be charged no more than a 25% surcharge on water consumption over and above the cost of water to customers located within the City limits of Kent.

Should the County fail to pass on special assessments to customers when requested by the City, which assessments would recover 100% of the costs of

constructing water lines, the City may impose up to a 50% surcharge to those customers.

All existing City water customers located outside of the Kent City limits upon the effective date of this agreement shall continue to pay up to a 50% surcharge unless the land is annexed into the City, or subject to the terms of a JEDD agreement.

- Section 5. Water service areas may be changed at any time by mutual consent of the City and County by written agreement, authorized by Ordinance and Resolution.
- Section 6. The County may construct water transmission lines, transmission and service mains, in any area not located within the City Service Area as identified in Section 1.
- Section 7. The City Service Area will automatically expand to include any new properties that come within the City's corporate boundaries subject to Section 14.
- <u>Section 8</u>. The City will not require new customers located outside the City boundaries to sign annexation agreements as a necessary condition to receiving City water service.
- <u>Section 9</u>. The Kent City Council retains the exclusive authority to set rates for water consumption for customers within the City's corporate boundaries.
- Section 10. The Kent City Council retains the exclusive authority to establish its charges for tap-in/connection/utilization fees for City water customers located within and without the City's corporate boundaries. Further, the City may impose a surcharge of up to 15% for tap-in/connection/utilization fees for City water customers located outside of the City's corporate boundaries.

Section 11. The Cities of Kent, Ohio and Ravenna, Ohio may construct a joint emergency water interconnect transmission line along Summit Road. The express purpose of this line is to provide each City with an emergency water supply.

Should said line be constructed, it would transmit water through portions of the Kent and Ravenna Service Areas as well as areas serviced by the County. Upon completion of construction, any and all customers not in the Kent or Ravenna Service Areas shall remain the customers of the County. In the event that a County customer requests water service along the Summit Road line, the City of Kent agrees to provide to the County 100,000 gpd of wholesale water through a master meter at a purchase rate of \$10.56 per 1000 cu. ft. through the year 2002. The rate shall be adjusted annually beginning January 1, 2003, using the Consumer Price Index as defined by the U.S. Bureau of Labor Statistics. The County shall provide storage capacity sufficient to maintain adequate pressure and flow for County customers along said line. The point of connection of the two systems (Kent and County) shall be along Summit Road within the County Service Area, although it may not necessarily be directly connected to the Kent/Ravenna joint emergency water interconnect transmission line.

Section 12. The City and the County agree to work jointly in the development of a water well field in Lot 51 of Franklin Township. This joint venture would be conducted under a separate written agreement between the City and the County. Conceptually, the City and County would equally share (50%) the water coming from the wells.

Section 13. The City and County, in order to enhance the reliability of their respective water systems, will connect into each other's water systems to provide each with emergency water service. The terms and provisions of said emergency water service, other than as referred to in Section 11 above, shall be provided for under a separate agreement.

Section 14. Should the City desire to acquire any County water lines and the County agrees to the acquisition, the City shall reimburse the County for said water lines pursuant to the Ohio Revised Code.

Section 15. This agreement shall be binding upon the parties, their successors and assigns, for 25 years from the date of execution of this document. The agreement will automatically renew for a second 25 year period unless either party provides a written notice to the other of its intent not to renew the agreement. Said notice shall be provided at least three years prior to the expiration of the original 25 year period.

Section 16. This agreement, and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Ohio.

Section 17. Neither party shall assign or transfer its rights or obligations under this agreement to a third party without the express written consent of the other party.

Section 18. Any notices or communications hereunder shall be in writing and sent to the City addressed as follows, or to such address as the City may advise the County in writing;

City of Kent 930 Overholt Rd. Kent, Ohio 44240 Attention: Service Director

City of Kent 217 E. Summit Street Kent, OH 44240 Attention: Clerk of Council

City of Kent 215 E. Summit Street Kent, OH 44240 Attention: City Manager

and to the County at:

Board of County Commissioners Portage County 449 South Meridian Street Ravenna, OH 44266 Portage County Water Resources 449 South Meridian St. P.O. Box 1217 Ravenna, OH 44266

Or to such other address as the County may advise the City in writing. Notice shall be deemed to have been given if: (A) sent by US Mail, certified or registered, with first-

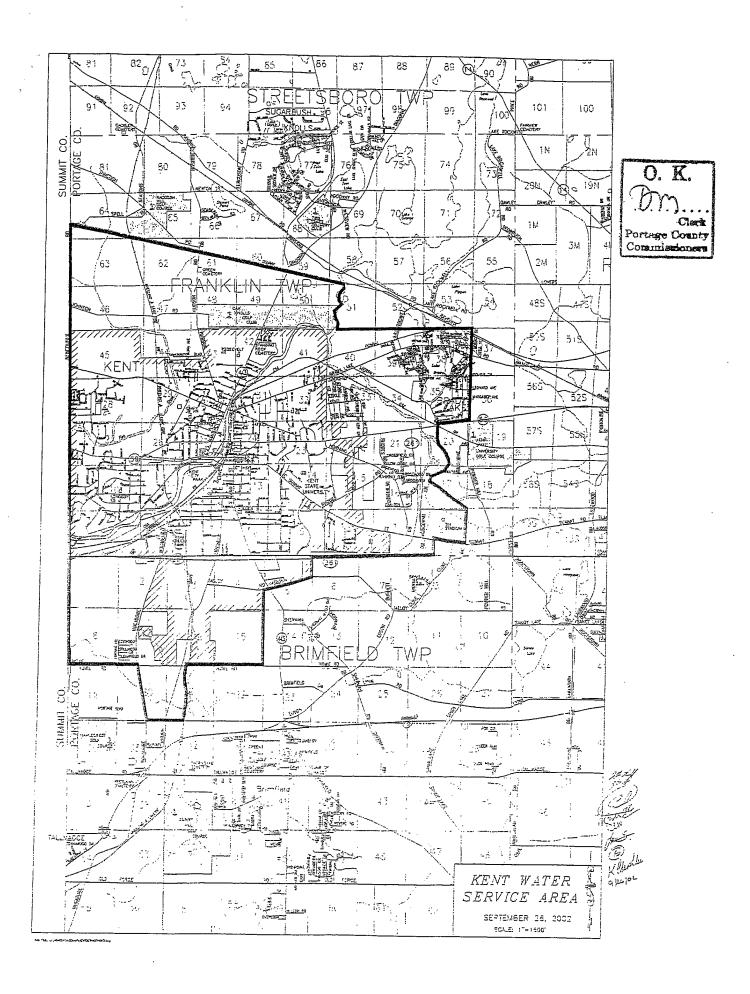
class postage pre-paid; or (B) made by personal delivery to the party to be notified at its respective address.

Section 19. This agreement was approved by the Kent City Council in Ordinance or Resolution 2002- 161, on 10/16/2002 (date).

Section 20. This agreement was approved by the Board of Portage County Commissioners by Resolution 02-0890, on October 8, 2002.

In witness whereof, we have set our hands below.

PORTAGE COUNTY BOARD OF COMMISS PORTAGE COUNTY, OHIO	IONERS
Charles W. Keiper II, President	Date 10-76-02
Kathleen Chandler, Vice President	Date
Christopher Smelles, Board Member	Date 10/16/02
Approved as to form: Dubela D	Date: _/O -/5 - 0 - 2
CITY OF KENT KENT, OHIO Lewis Steinbrecher, City Manager City of Kent	Date <u>Oct 16, 2002</u>
James R. Silver Law Director, City of Kent	Date: 10-16-02



ORDINANCE NO. 2002-/0/

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW WATER SERVICE AREA AGREEMENT WITH PORTAGE COUNTY, OHIO.

WHEREAS, the Federal Government wants local water service providers to agree to areas of service to prevent the duplication of services; and

WHEREAS, both the City of Kent, Ohio and Portage County, Ohio have the ability to supply water to certain areas of Portage County; and

WHEREAS, the City and the County have agreed to water service areas and have reduced the agreement to writing.

WHEREAS, the Kent City Council authorized the City Manager to enter into a Water Service Area Agreement with Portage County on March 20, 2002, Ordinance No. 2002-45; and

WHEREAS, the agreement referenced in Ordinance No. 2002-45 has been changed, with the new agreement now needing City Council approval.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least one-half (½) of all members elected thereto concurring:

SECTION 1. That the City Council of Kent, Ohio, hereby authorizes the City Manager to execute the Water Service Area Agreement with Portage County, Ohio, in substantial compliance with the attached, referenced hereto as Exhibit A 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 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 shall take effect and be in force from and after the earliest date allowed by law.

PASSED: 10/14/02	John Finder
ATTEST Sezh M Caplan CLERK OF COUNCIL	MAYOR AND PRESIDENT OF COUNCIL

I hereby certify that Ordinance No. 2002-/0/ was duly enacted this // day of ______, 2002, by the Council of the City of Kent, Ohio.

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OCT 28 A II: 5

RECEIVED PORTAGE COUNTY COMMISSIONERS



DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE:

August 26, 2024

TO:

Dave Ruller, City Manager

FROM:

Eric Helmstedter, Economic Development Director

RE:

Special Event Permit: Kent Lions Cruise-In

The City of Kent has received an application from Missy Harmon on behalf of the Kent Lions Club to hold a car show on Saturday, October 5, 2024. The applicant has requested the closure of Franklin Avenue between Summit Street and the Haymaker Bridge Overpass.

I am respectfully requesting time at the September 4, 2024 Council Committee session to discuss this item in more detail and to request Council's authorization, with emergency, for the various street closures on October 5, 2024 from 2:00 p.m. to 8:00 p.m.

Please let me know if you have any questions concerning the attached materials or if you need any additional information to add this to the September 4, 2024 agenda.

Thank you.

Attachments

cc:

Bridget Susel, Community Development Director

Hope Jones, Law Director Amy Wilkens, Clerk of Council Patti Long, Executive Assistant Sandy Lance, Legal Assistant

APPLICATION FOR SPECIAL EVENT PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC. City of Kent, 301 S. Depeyster Street, Kent, OH 44240

NAME OF EVENT Kent Lions Cruise-In
ORGANIZATION SPONSORING EVENT Kent Lians Club
APPLICANT NAME MISSY Harmon PHONE 330-256-0684
ADDRESS 432 S. Walnut St Ravenna, OH 44266
NAMES AND PHONE NUMBERS OF ALL PERSONS WHO ARE IN CHARGE AND/OR WILL BE IN A RESPONSIBLE POSITION DURING THE EVENT: Tony DeLuce - 330-130-3117 Lion Becky Lindsey - 330-388-2955 Lon Jerry Fiala - 330-687-5174
DATE OF EVENT 10-05-2024 NO. OF PARTICIPANTS 100
REQUESTED PERMIT TIME: Start Set up 1000 Start Event 3000
End Event End Cleanup ±
IF PARADE: STARTING POINT ENDING POINT
USE OF CITY ELECTRIC NEEDED? (IF YES, PLEASE EXPLAIN) In addition to the application please submit the following information: Attach map to application showing proposed streets to be blocked off for event, and route of parade or race. (May be hand drawn.) Proof of Insurance is required before permit can be issued. Please attach list of possible vendors/booths to be part of event (food, retail, etc.). Please submit application for permit at least 30 days in advance, but no sooner than one year in advance. For additional requirements please review Chapter 316 of The Codified Ordinance of the City of Kent. Please be advised that the use of marking paint on City pavement, curbs, sidewalks or other property is prohibited except if purchased at cost from Service Department (330-678-8105). By signing this application, I am certifying that I have received a copy of the rules and regulations of
Chapter 316 of the Codified Ordinances of the City of Kent, and I fully understand that should the permit be approved, it can be revoked if any of the provisions of this Chapter are violated.
Missy Narmon Name of Applicant Melden E Ho Signature of Applicant
Office Use. Do not write below this line. Sent to: Safety, Service, Fire, Police, and Health Departments for review and approval via on 3/25/24.
MEMORANDUM AGREEMENTYESNO APPLICATION APPROVED APPLICATION DISAPPROVED
PROOF OF INSURANCE REQUIRED BY ORDINANCE 316.04 HAS BEEN REVIEWED AND APPROVED.
Law Director Date
IF APPLICATION IS APPROVED, PERMIT WILL BE ISSUED BY THE CITY MANAGER.

Roses Rescue-booth Pub- ansite / DORA, Lions-rapple bastets lear veg

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LAW DEPARTMENT MEMORANDUM KENT, OHIO

To: Dave Ruller, City Manager From: Hope L. Jones, Law Director

Date: August 26, 2024

Re: Amendment to City's Parking Code

Mr. Ruller,

I am requesting Committee time on September 4, 2024 to discuss an amendment to the City's Parking Code to address a parking issue on Pioneer Avenue. This amendment is to change the language of the code from "dead end" to "T Intersection." This amendment will make the code match the reality that both ends of Pioneer Avenue are intersections and not dead ends.

Hope



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT JULY 2024

FIRE INCIDENT RESPONSE INFORMATION	CIII	RRENT PERIO	<u> </u>	YEAR TO DATE			
THE INCIDENT RESPONSE INFORMATION		WEINT FEMIO			LAN TO DATE		
Summary of Fire Incident Alarms	2024	2023	2022	2024	2023	2022	
City of Kent	83	87	80	479	534	486	
Kent State University	11	15	9	147	172	182	
Franklin Township	12	12	18	107	121	115	
Sugar Bush Knolls	0	0	0	3	4	0	
Mutual Aid Given	12	10	5	66	46	32	
Total Fire Incident Alarms	118	124	112	802	877	815	
Summary of Mutual Aid Received by Location							
City of Kent	1	1	0	6	6	9	
Kent State University	0	0	0	2	1	0	
Franklin Township	0	0	0	3	1	3	
Sugar Bush Knolls	0	0	0	0	0	0	
Total Mutual Aid	1	1	0	11	8	12	
EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION	CUI	RRENT PERIO	D	Y	EAR TO DATE		
Summary of Emergency Medical Service Responses	2024	2023	2022	2024	2023	2022	
City of Kent	239	241	255	1664	1689	1719	
Kent State University	4	12	5	215	144	132	
Franklin Township	46	56	54	291	334	334	
Sugar Bush Knolls	1	2	2	7	14	5	
Mutual Aid Given	11	5	4	65	33	18	
gency Medical Service Responses	301	316	320	2242	2214	2208	
Summary of Mutual Aid Received by Location							
City of Kent	0	0	2	17	3	21	
Kent State University	0	0	0	3	0	0	
Franklin Township	0	0	0	4	1	1	
Sugar Bush Knolls	0	0	0	0	0	0	
Total Mutual Aid	0	0	2	24	4	22	
TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS	419	440	432	3044	3091	3023	
TOTAL ALL RESPONSES , INCLUDING MUTUAL AID	420	441	434	3079	3103	3057	
TOTAL ALL RESPONSES , INCLUDING MUTUAL AID	420	441	434	3079	3103	3057	
PARAMEDICINE PROGRAM RESPONSES*	11	17		90	108		
TOTAL ALL RESPONSES	431	458		3169	3211		

^{*} The Paramedicine Program began responses in August 2022

City of Kent Income Tax Division

July 31, 2024 Income Tax Receipts Comparison - (Excluding 0.25% Police Facility Receipts)

Monthly Cash Basis Receipts

Total receipts for the month of July, 2024	\$ 1,472,405
Total receipts for the month of July, 2023	\$ 1,382,337
Total receipts for the month of July, 2022	\$ 1,455,656

Year-to-date Receipts and Percent of Total Annual Receipts Collected

	Y	'ear-to-date	Percent
		Actual	of Annual
Total receipts January 1 through July 31, 2024	\$	10,966,638	61.08%
Total receipts January 1 through July 31, 2023	\$	10,709,340	61.78%
Total receipts January 1 through July 31, 2022	\$	9,802,156	66.03%

Year-to-date Receipts Through July 31, 2024 - Budget vs. Actual

Skowla Zall

	Annual	Revised	Y	/ear-to-date		
	Budgeted	Budgeted		Actual	Percent	Percent
Year	Receipts	Receipts		Receipts	Collected	Remaining
2024	\$ 17.955.556	\$ 17.955.556	\$	10.966.638	61.08%	38.92%

Comparisons of Total Annual Receipts for Previous Ten Years

	Total Cash Basis	Change From	
Year	Receipts*	Prior Year	
2014	12,733,226	-0.48%	* - Changed from accrual basis of accounting to a cash basis of
2015	14,579,500	14.50%	accounting for RITA Income Tax in December, 2020.
2016	14,192,888	-2.65%	All years have been restated to be on a cash basis for RITA
2017	14,525,574	2.34%	receipts to make this report comparable from year to year.
2018	14,297,948	-1.57%	
2019	14,855,372	3.90%	
2020	14,592,066	-1.77%	
2021	14,929,900	2.32%	
2022	16,645,865	11.49%	
2023	17,533,848	5.33%	

____, Director of Budget and Finance

Comparison of Income Tax Receipts (Excluding 0.25% Police Facility Receipts) as of Month Ended July 31, 2024

Monthly Cash Basis Receipts

	m				

Month		2022		2023		2024		Amount	Percent Change
January	\$	1,388,381	\$	1,601,454	\$	1,361,101	\$	(240,353)	-15.01%
February	*	1,337,345	•	1,609,396	*	1,599,888	*	(9,508)	-0.59%
March		1,133,750		1,262,958		1,248,335		(14,622)	-1.16%
April		1,389,808		1,419,192		1,456,278		37,086	2.61%
May		1,616,141		1,772,580		2,374,830		602,250	33.98%
June		1,481,074		1,661,424		1,453,801		(207,624)	-12.50%
July		1,455,656		1,382,337		1,472,405		90,069	6.52%
August		1,138,884		1,377,077					
September		1,359,525		1,241,696					
October		1,588,594		1,395,902					
November		1,461,247		1,557,120					
December		1,295,459		1,252,714					
Totals	\$	16,645,865	\$	17,533,848	\$	10,966,638	\$	257,298	

Year-to-Date Receipts

Comparisons

	real-to-bate Neceipts								Odnipanisons			
Month		2022		2023		2024		Amount	Percent Change			
January	\$	1,388,381	\$	1,601,454	\$	1,361,101	\$	(240,353)	-15.01%			
February		2,725,726		3,210,850		2,960,988		(249,861)	-7.78%			
March		3,859,476		4,473,807		4,209,324		(264,484)	-5.91%			
April		5,249,284		5,892,999		5,665,602		(227,397)	-3.86%			
May		6,865,425		7,665,579		8,040,432		374,853	4.89%			
June		8,346,499		9,327,003		9,494,232		167,229	1.79%			
July		9,802,156		10,709,340		10,966,638		257,298	2.40%			
August		10,941,040		12,086,416								
September		12,300,565		13,328,112								
October		13,889,159		14,724,015								
November		15,350,406		16,281,134								
December		16,645,865		17,533,848								
Totals	\$	16,645,865	\$	17,533,848								

Comparison of Income Tax Receipts from Kent State University (Excluding 0.25% Police Facility Receipts) as of Month Ended July 31, 2024

Monthly Receipts

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Month	 2022	 2023	2024	Amount	Percent Change
January	\$ 447,488	\$ 461,437	\$ 478,415	\$ 16,978	3.68%
February	377,930	386,098	395,210	9,112	2.36%
March	414,055	423,517	436,511	12,994	3.07%
April	411,929	419,985	438,141	18,156	4.32%
May	409,234	420,801	432,214	11,413	2.71%
June	398,782	411,739	463,100	51,362	12.47%
July	372,753	419,770	426,920	7,150	1.70%
August	412,061	383,705	-		
September	337,710	373,412	-		
October	418,381	431,227	-		
November	423,977	443,752	-		
December	 437,540	 439,024	 	 	
Totals	\$ 4,861,839	\$ 5,014,467	\$ 3,070,510	\$ 127,165	
	29.21%	28.60%	28.00%		
		-0.61%	-0.60%		

Year-to-Date Receipts

Comparisons

Month	 2022	 2023		2024		Amount	Percent Change	
January	\$ 447,488	\$ 461,437	\$	478,415	\$	16,978	3.68%	
February	825,418	847,535		873,625		26,090	3.08%	
March	1,239,472	1,271,052		1,310,136		39,085	3.07%	
April	1,651,401	1,691,036		1,748,277		57,240	3.38%	
May	2,060,635	2,111,837		2,180,491		68,654	3.25%	
June	2,459,417	2,523,575		2,643,591		120,015	4.76%	
July	2,832,170	2,943,345		3,070,510		127,165	4.32%	
August	3,244,231	3,327,051						
September	3,581,941	3,700,463						
October	4,000,322	4,131,690						
November	4,424,299	4,575,443						
December	4,861,839	5,014,467						
Totals	\$ 4,861,839	\$ 5,014,467						

Comparison of Income Tax Receipts from Kent State University (Excluding 0.25% Police Facility Receipts)

Comparisons of Total Annual Receipts for Previous Ten Years Restated

	Total Cash Basis	Percent	
Year	Receipts	Change	
2014	4,707,945	2.67%	
2015	4,910,519	4.30%	
2016	5,042,140	2.68%	
2017	5,137,920	1.90%	
2018	5,167,455	0.57%	
2019	5,150,394	-0.33%	
2020	5,159,334	0.17%	
2021	4,813,413	-6.70%	
2022	4,861,839	1.01%	
2023	5,014,467	3.14%	

Comparison of Income Tax Receipts

Police Facility Dedicated Income Tax Receipts - 1/9 of Total (0.25%) as of Month Ended July 31, 2024

Monthly Receipts Comparisons

	The state of the s										
Month		2022		2023		2024		Amount			
January	\$	173,548	\$	200,182	\$	170,138	\$	(30,044)	-15.01%		
February		167,168		201,174		199,986		(1,189)	-0.59%		
March		141,719		157,870		156,042		(1,828)	-1.16%		
April		173,726		177,399		182,035		4,636	2.61%		
May		202,018		221,572		296,854		75,281	33.98%		
June		185,134		207,678		181,725		(25,953)	-12.50%		
July		181,957		172,792		184,051		11,259	6.52%		
August		142,361		172,135		-					
September		169,941		155,212		-					
October		198,574		174,488		-					
November		182,656		194,640		-					
December		161,932		156,589							
Totals	\$	2,080,733	\$	2,191,731	\$	1,370,830	\$	32,162			

Year-to-Date Receipts								Comparisons		
Month	2022		2023		2024		Amount		Percent Change	
January February	\$	173,548 340,716	\$	200,182 401,356	\$	170,138 370,124	\$	(30,044) (31,233)	-15.01% -7.78%	
March		482,435		559,226		526,165		(33,060)	-5.91%	
April		656,161		736,625		708,200		(28,425)	-3.86%	
May		858,178		958,197		1,005,054		46,857	4.89%	
June		1,043,312		1,165,875		1,186,779		20,904	1.79%	
July		1,225,269		1,338,667		1,370,830		32,162	2.40%	
August		1,367,630		1,510,802						
September		1,537,571		1,666,014						
October		1,736,145		1,840,502						
November		1,918,801		2,035,142						
December		2,080,733		2,191,731						
Totals	\$	2,080,733	\$	2,191,731						

Comparison of Total Income Tax Receipts - Including Police Facility Receipts as of Month Ended July 31, 2024

Monthly Receipts Comparisons Percent 2022 2023 2024 **Amount** Month Change -15.01% January \$ 1,561,928 \$ 1,801,636 \$ 1,531,238 \$ (270,397)February 1,504,514 1,810,570 1,799,874 (10,697)-0.59% March 1,420,827 1,404,377 -1.16% 1,275,469 (16,450)April 1,596,591 1,638,313 2.61% 1,563,534 41,722 May 1,818,159 1,994,152 2,671,684 677,532 33.98% June 1,666,208 1,869,102 1,635,526 (233,577)-12.50% July 1,637,613 1,555,129 1,656,456 101,327 6.52% August 1,281,245 1,549,211 September 1,529,465 1,396,908 October 1,787,168 1,570,390 November 1,643,903 1,751,759 December 1,409,303 1,457,392

\$

12,337,468

\$

289,460

19,725,579

\$

18,726,598

Totals

\$

Year-to-Date Receipts								Comparisons		
Month	2022		2023		2024		Amount		Percent Change	
January	\$	1,561,928	\$	1,801,636	\$	1,531,238	\$	(270,397)	-15.01%	
February		3,066,442		3,612,206		3,331,112		(281,094)	-7.78%	
March		4,341,911		5,033,033		4,735,489		(297,544)	-5.91%	
April		5,905,445		6,629,624		6,373,802		(255,822)	-3.86%	
May		7,723,604		8,623,776		9,045,486		421,709	4.89%	
June		9,389,812		10,492,879		10,681,011		188,133	1.79%	
July		11,027,425		12,048,007		12,337,468		289,460	2.40%	
August		12,308,670		13,597,218						
September		13,838,136		14,994,127						
October		15,625,304		16,564,517						
November		17,269,206		18,316,276						
December		18,726,598		19,725,579						
Totals	\$	18.726.598	\$	19.725.579						