

**Agenda**

1. Call to Order Oral  
Roll Call
2. Meeting Minutes Attachment 2a  
Minutes from February 22, 2024, Meeting (Motion Required)
3. Guest Communications (2-minute limit) Oral
4. General Manager's Report Attachment 4
5. Committee Reports Did Not Meet
  - a. Administration Scheduled to Meet 3/26
  - b. Finance Did Not Meet
  - c. Operations Did Not Meet
  - d. Personnel Did Not Meet
6. Old Business
7. New Business
8. Resolutions - Roll Call Approval Required
  - #2024-03-01: A RESOLUTION BY THE PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (*PARTA*) BOARD OF TRUSTEES AUTHORIZING THE GENERAL MANAGER, OR HER DESIGNEE, TO PURCHASE UP TO FOUR (4) CLEAN DIESEL AND TWO (2) COMPRESSED NATURAL GAS (CNG) URBAN TRANSIT BUSES, OPTIONAL EQUIPMENT, AND SPARE PARTS FROM GILLIG.
  - #2024-03-02: A RESOLUTION BY THE PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (*PARTA*) BOARD OF TRUSTEES AUTHORIZING THE GENERAL MANAGER, OR HER DESIGNEE, TO CONTINUE JOINT EFFORTS FOR THE IMPROVEMENT OF EAST MAIN STREET, GENERALLY FROM WILLOW STREET TO HORNING ROAD, WITH KENT STATE UNIVERSITY (KSU) AND THE CITY OF KENT (CITY).
9. Executive Session, as needed.
10. Adjournment

**Next Regular Meeting:**  
**April 25, 2024 @ 7 p.m.**

**PARTA**  
**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY**

**BOARD OF TRUSTEES MEETING**

**MINUTES**

**February 22, 2024**

**Board Members Present:**

Victor Baerman	Dave Gynn, President	Frank Vitale
Karen Beck	Virginia Harris	Stacey Wilson
Jeff Childers	Mike Lewis, Vice President	Karen Wise
Debbie Davison	Jack Murphy	Marvin Woods, TPO

**Board Members Not Present:**

R. T. Mansfield (1<sup>st</sup> excused absence)

**Staff Present:**

Claudia Amrhein	Ashley Forbes	Rebecca Schrader
Denise Baba	Kelly Jurisch	Greg Springer
Marcia Fletcher	Natalie Rothenbuecher, Roetzel & Andress	Brian Trautman

**CALL TO ORDER**

Vice President Mike Lewis called the February 22, 2024, *PARTA* Board of Trustees meeting to order at 6:58 p.m. and thanked everyone for coming. He asked Ms. Marcia Fletcher for a roll call, after which it was determined that **a quorum was participating.**

Moving on, Mr. Lewis asked for a motion to approve the minutes from the January 25, 2024, Board meeting. **Mr. Jeff Childers** made a motion to approve the minutes as presented, which was seconded by **Mr. Frank Vitale**. The **motion to approve the minutes, as presented, passed unanimously.**

**GUEST COMMUNICATIONS**

Mr. Lewis noted there were no guests in attendance and asked Ms. Claudia Amrhein to give the General Manager's report.

**GENERAL MANAGER'S REPORT**

Ms. Amrhein thanked Mr. Lewis for running the meeting for President Dave Gynn. She then introduced Mr. Vic Baerman, the newest Board member from the City of Aurora. She said a few weeks ago she had a great conversation with Mr. Baerman and met with him before the meeting tonight, along with Mr. Gynn and Mr. Lewis, to go over the role and priorities of the Board and how it operates. She was excited to welcome him and thinks he will be a great fit. She included a little bit about him in her Board packet and asked everyone to introduce themselves after the meeting. She reiterated to Mr. Baerman to feel free to call if he had any questions. She then asked Ms. Natalie Rothenbuecher to swear him in so that he could officially vote.

Ms. Rothenbuecher provided the Oath of Office to Mr. Baerman.



Following the Oath of Office, Ms. Amrhein noted that the Board packet was very paper heavy, which was abnormal. She said it's the time of year to revisit a few plans particularly because of the Triennial Review coming up. There were some deadlines relating to regular plan updates, but she also wanted to make any changes in regulations that occurred during the three-year period. There are three administrative policies or plans to go over and a brief presentation about the Public Transit Agency Safety Plan (PTASP). This plan was chosen because it was a new requirement and the parameters for the safety management system were newly set up when it was first presented in 2020. At that time, there was no data to present. Now it has been in place for a few years and the highlights of the safety data will be shared with the Board. She was also pleased to announce that PARTA finally got the grant award announcement from ODOT for 2025 and received some needed funding for a CNG emergency generator, six replacement HVAC systems, and replacing the maintenance roof. She concluded by saying she would be happy to answer any questions.

Mr. Frank Vitale said he was glad to see that trips went up so significantly over last year but asked why there was such a big difference.

Ms. Amrhein said the amount of service being put on the road for both county and campus service increased gradually after COVID due to the difficulty in finding new employees and increasing that workforce. Service is not quite back to where it was in 2019 but it's making good headway.

Mr. Lewis thanked Ms. Amrhein and moved on to the committee reports. He said the Administration Committee met before this meeting at 6:30 p.m. and asked Ms. Karen Wise to give that report.

#### **ADMINISTRATION COMMITTEE REPORT**

Ms. Wise said Mr. Jeff Childers agreed to serve as an Alternate on the Administration Committee to have a quorum. The committee reviewed the three resolutions. Ms. Kelly Jurisch and Ms. Denise Baba provided commentary and answered some questions. All three resolutions were recommended to go to the Board for discussion.

Mr. Lewis thanked Ms. Wise for her report and Mr. Childers for serving as an Alternate. He said the Finance Committee met yesterday and he thanked everyone who changed their schedule to meet Wednesday since he was not available Tuesday.

#### **FINANCE COMMITTEE REPORT**

Mr. Lewis said he prefers an end of the year recap instead of covering just December. He thanked Ms. Rebecca Schrader for the great job of providing information on questions that had previously been asked. He said overall, for the year, almost all revenues outpaced budget numbers. Specifically, it was nice to see KSU Revenues up by \$236,525. Federal Operating (ARPA) was the only item under budget and that was by design. A grant for \$217,984 was delayed because it was not currently needed. The grant will be available until 2029. Sales Tax Revenues was again very strong overall. To what Mr. Vitale said earlier, expenses were under budget. Even though rides were up, employment is still under full capacity. Fuel and Lubricants was lower than budget. He expects that to continue to go up and be stronger year after year now that the pandemic is over. Capital Maintenance Service was over budget \$20,316 due to some unforeseen maintenance items that popped up throughout the year. Unforeseen expenses will occur because PARTA is doing more and things are aging, which will require updating and upkeep. It is hard to determine when something might need maintenance. Overall, for the year, there was a surplus above the budget of \$2,332,443, which was good. Everything was in line and it's easier to give the report when all revenues are pretty much above budget and all expenses are pretty much below budget. That's the current situation and is due to the good management and forward thinking of the group here today.

Moving on, Mr. Lewis said Ms. Schrader also provided a year-over-year comparison. Briefly, comparing the end of year 2022 to the end of year 2023, revenues were 9.1% above budget, which outpaced the 5.1% above budget on expenses. The biggest offset on expenses was Fuel and Lubricants comparing



year to year. The Finance Committee also spent some time looking at the investment portfolio, which started last year with \$8 million and now has a balance of \$8,364,269. It's a laddered approach with a book yield of 4.593% and a duration of a little over a year. Something comes due on a regular basis and that was the original plan to have more stability. It's working as planned, and it's good to see. He asked if there were any questions on the PARTA side before moving on to the Kent Central Gateway (KCG).

Hearing none, Mr. Lewis said KCG would be quick and easy because all revenues outpaced the budget. There were increases in Hotel Overnight Parking, Monthly Parking Passes, and Daily Parking Revenue. The only thing on expenses that was a little bit out of line was Other Fringe Benefits, which was due to a payroll issue from the end of the year to the first part of January. The Fiscal Year 2023 Budget was \$32,925. Year-to-date Actual was \$145,948 with a variance above budget of \$113,023. Some of the unforeseen expenses were the sprinklers and repairs as discussed earlier. He asked if there were any questions.

Mr. Vitale asked if the parking rates as outlined in Ms. Amrhein's report were a bargain.

Ms. Amrhein said it depends on the user. Those rates reflect someone pulling in, parking, having dinner, shopping, and leaving. It doesn't reflect monthly passholders who live downtown, employees and employers who purchase passes for shift work, or overnights for the Kent State Hotel. She thinks the rates are fair but there's nothing to compare them to in Portage County because this is the only parking deck in Portage County. To compare it with Columbus, Akron, Cincinnati, or Cleveland would not be comparing apples to apples.

Mr. Vitale asked if the rates could be higher and still be reasonable.

Ms. Amrhein said the rates are analyzed every year or so by the number of tickets sold for each dollar amount. Adjustments are made to areas where more revenue can be brought in fairly. There needs to be a balance between what the hotel guests are paying and someone who might stay eight hours. At the same time, users need to be discouraged from coming in and thinking they can park their car overnight and have a sweet deal in the morning. She asked Mr. Brian Trautman to elaborate.

Mr. Trautman said a key issue is that the city of Kent has parking meters that have a certain amount of value during the day and are shut off at night. There's a balancing act between the transient parking availability and supply and demand. There will be more opportunities as more development occurs to analyze turnover. Right now, the deck is improving every year. There are some maintenance issues that will have to be dealt with in the next couple of years, but overall, the deck is performing and holding up quite well.

Mr. Lewis asked if there were any other questions. Hearing none, he moved on to the Operations Committee report.

### **OPERATIONS COMMITTEE REPORT**

Mr. Lewis said the Operations Committee did not meet and moved on to the Personnel Committee report.

### **PERSONNEL COMMITTEE REPORT**

Mr. Lewis said the Personnel Committee did not meet and then moved on to Old Business.

### **OLD BUSINESS**

Mr. Lewis said there was no Old Business and moved on to New Business.



**NEW BUSINESS**

Mr. Lewis asked Ms. Jurisch and Mr. Greg Springer to present their PowerPoint.

Ms. Jurisch and Mr. Springer presented their PowerPoint on PTASP, which is attached.

Following the presentation, Mr. Lewis thanked Ms. Jurisch and Mr. Springer. He then moved on to the three resolutions.

**RESOLUTIONS**

Mr. Lewis introduced Resolution #2024-02-01.

**#2024-02-01: A RESOLUTION BY THE PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (*PARTA*) BOARD OF TRUSTEES ADOPTING THE AKRON METROPOLITAN AREA TRANSPORTATION STUDY (AMATS) COORDINATED PUBLIC TRANSIT – HUMAN SERVICES TRANSPORTATION PLAN.**

Ms. Amrhein said the Coordinated Plan is a requirement in the area and throughout the state that transit authorities and other nonprofit transportation providers coordinate through AMATS, the Metropolitan Planning Organization, for the Summit, Portage, and part of Wayne County areas. This plan documents the human services transportation that is available, any gaps, areas that could be improved, and ways to reach folks who may not be able to use the system or who may be slipping through the cracks. This plan looks at a variety of different types of transportation and social service applications. Once this plan is put in place, it is adopted through AMATS, and it then goes through this Board, the Akron METRO Board, and the state. It's part of a statewide look at how the 5310 funds could be best applied for enhanced transportation for the elderly and disabled beyond ADA service. Usually, *PARTA* gets funding for a couple of small vehicles. Those funds are used to provide a service beyond what is currently being provided. Lots of folks had input into this through several meetings and public hearings. Ms. Baba and Ms. Ashley Forbes were point people for *PARTA*. They would bring back information and everyone would sit down and try to go through it and update the plan to best describe *PARTA*'s service area. She asked if there were any questions.

Hearing none, Mr. Lewis asked for a motion to approve this resolution.

**Motion: Karen Beck**

**Second: Virginia Harris**

Mr. Lewis then asked Ms. Fletcher for a roll call.

<b>Roll Call:</b>	<b><u>Yes</u></b>	<b><u>No</u></b>		<b><u>Yes</u></b>	<b><u>No</u></b>
Frank Vitale	<u>X</u>	___	Karen Beck	<u>X</u>	___
Stacey Wilson	<u>X</u>	___	Victor Baerman	<u>X</u>	___
Jack Murphy	<u>X</u>	___	<b>R. T. Mansfield</b>	<b><u>EXCUSED</u></b>	
Mike Lewis	<u>X</u>	___	Marvin Woods	<u>X</u>	___
Virginia Harris	<u>X</u>	___	Karen Wise	<u>X</u>	___
Debbie Davison	<u>X</u>	___	Dave Gynn	<u>X</u>	___
Jeff Childers	<u>X</u>	___			

Following roll call, Mr. Lewis said the resolution passed unanimously. He then introduced Resolution #2024-02-02.



**#2024-02-02: A RESOLUTION BY THE PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (*PARTA*) BOARD OF TRUSTEES ADOPTING THE PUBLIC TRANSIT AGENCY SAFETY PLAN (PTASP) AS REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION (FTA).**

Ms. Amrhein said this is a required program that was first introduced in 2020 as Ms. Jurisch and Mr. Springer just described. It has been updated to include some data that was gathered about *PARTA*'s safety status and the mitigation efforts that are in place. She asked if there were any additional questions.

Hearing none, Mr. Lewis asked for a motion to approve this resolution.

**Motion: Marvin Woods**

**Second: Dave Gynn**

Mr. Lewis then asked Ms. Fletcher for a roll call.

<b>Roll Call:</b>	<b><u>Yes</u></b>	<b><u>No</u></b>		<b><u>Yes</u></b>	<b><u>No</u></b>
Karen Wise	<u>X</u>	___	Jeff Childers	<u>X</u>	___
Frank Vitale	<u>X</u>	___	Karen Beck	<u>X</u>	___
Stacey Wilson	<u>X</u>	___	<b>R. T. Mansfield</b>	<b>EXCUSED</b>	___
Jack Murphy	<u>X</u>	___	Victor Baerman	<u>X</u>	___
Mike Lewis	<u>X</u>	___	Marvin Woods	<u>X</u>	___
Virginia Harris	<u>X</u>	___	Dave Gynn	<u>X</u>	___
Debbie Davison	<u>X</u>	___			

Following roll call, Mr. Lewis said the resolution was approved. He then moved on to the last resolution.

**#2024-02-03: A RESOLUTION BY THE PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (*PARTA*) BOARD OF TRUSTEES AMENDING THE TITLE VI POLICY/PROGRAM.**

Ms. Amrhein said the Title VI program is a little confusing to describe on paper and asked Ms. Baba to provide more details.

Ms. Baba said the Title VI plan was approved in 2019 and submitted to the FTA. In 2020, *PARTA* went through the Triennial Review process. In 2022, as required by the FTA, an updated Title VI plan was submitted. In 2023, the FTA dropped a letter into *PARTA*'s TrAMS account referring to the 2019 plan and corrections that needed to be made to that 2019 plan. While updating the 2022 plan, she made some of those corrections just by going through the process, but there were some things that the FTA wanted to be more explicit. One of the biggest changes was they wanted *PARTA* to outline the internal process more explicitly for investigating Title VI complaints, but the conundrum was they dropped the letter in 2023 for a plan that was approved in 2019 and then updated again in 2022. She reached out to the FTA, and they provided information on what needed to be done to make those corrections, which was essentially to have the Board approve the corrections that were made and then resubmit it to them. Everything should be good for the current Triennial Review, which will be taking place this year. She noted that she attached appendices to the Title VI plan in the Board packet for the 2022 plan. Comparing the document on the website to the hard copy, she realized she had to make some edits. She said the old exhibit was included with the Board packet. The changes were not substantial, but the two documents must be the same because that's one of the things they will look for during the Triennial Review.

Mr. Lewis thanked Ms. Baba and asked if there were any questions. Hearing none, he asked for a motion to approve this resolution.

**Motion: Debbie Davison**

**Second: Jack Murphy**

Mr. Lewis asked Ms. Fletcher for a roll call.

<b>Roll Call:</b>	<b><u>Yes</u></b>	<b><u>No</u></b>		<b><u>Yes</u></b>	<b><u>No</u></b>
Mike Lewis	<u>X</u>	___	Victor Baerman	<u>X</u>	___
Virginia Harris	<u>X</u>	___	Karen Wise	<u>X</u>	___
Debbie Davison	<u>X</u>	___	Frank Vitale	<u>X</u>	___
Jeff Childers	<u>X</u>	___	Stacey Wilson	<u>X</u>	___
Karen Beck	<u>X</u>	___	Jack Murphy	<u>X</u>	___
<b>R. T. Mansfield</b>	<b><u>EXCUSED</u></b>	___	Dave Gynn	<u>X</u>	___
Marvin Woods	<u>X</u>	___			

Following roll call, Mr. Lewis said the resolution was approved. He then moved on to the Executive Session.

**EXECUTIVE SESSION**

Mr. Lewis said there was no need for an Executive Session and asked if there was anything else for the Board.

Ms. Amrhein noted that next month there would be a bus out front for Board members to tour.

Ms. Karen Beck added that after reading the thick packet, she had an increased respect and appreciation for the entire staff.

**ADJOURNMENT**

Mr. Lewis concurred and then entertained a motion to adjourn. **Ms. Karen Beck** made a motion to adjourn the meeting, which was seconded by **Ms. Virginia Harris**. Mr. Lewis asked all in favor to signify by saying aye. He asked any opposed to signify with the same sign. Hearing none, the **motion to adjourn passed unanimously**.

The meeting was adjourned at 7:41 p.m.

Respectfully submitted,



Marcia Fletcher  
Executive Assistant

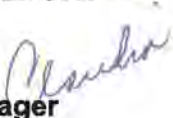


**PARTA**  
**2000 Summit Road**  
**Kent, Ohio 44240**

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**GENERAL MANAGER'S REPORT**

**TO:** PARTA Board of Trustees

**FROM:** Claudia B. Amrhein, General Manager 

**DATE:** March 2024

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**Committee Meetings and Resolutions.** The March meeting agenda includes resolutions to authorize procuring transit buses through the GILLIG contract and to participate in a construction agreement for East Main Street improvements with the city of Kent and Kent State University. **The finance committee** will meet on **Tuesday, March 26, at 11:30 a.m.** to review February financial reports and Resolutions #2024-03-01 and -02. Lunch will be provided.

After the meeting, we'll give board members an opportunity to "kick the tires" of one of the four new GILLIG transit buses.

**Welcome New Trustee, Janice Simmons-Mortimer.** I am pleased to report that the Portage County Commissioners appointed Janice Simmons-Mortimer to the board of trustees. Janice is the executive director of the Portage Foundation and lives in Hiram Township. After growing up in Western NY state, Janice moved to Ohio to attend Baldwin Wallace University. She became acquainted with Portage County as a graduate student at KSU where she earned an M. Ed. in Higher Education/Student Personnel. After living in Geauga County for a time, in 2011 she settled in Hiram Township with her husband and two daughters. The family has three mules and two cats. Welcome, Janice.

**#2024-03-01: A RESOLUTION BY THE PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (PARTA) BOARD OF TRUSTEES AUTHORIZING THE GENERAL MANAGER, OR HER DESIGNEE, TO PURCHASE UP TO FOUR (4) CLEAN DIESEL AND TWO (2) COMPRESSED NATURAL GAS (CNG) URBAN TRANSIT BUSES, OPTIONAL EQUIPMENT, AND SPARE PARTS FROM GILLIG.**

**Ordering Urban Transit Buses for Delivery in 2025.** Resolution #2024-03-01 authorizes the second order of 35-foot urban transit buses from the GILLIG contract.

You may recall that in 2021, we awarded a five-year contract to GILLIG to build urban transit buses and awarded a five-year contract to TESCO to acquire trolley buses through Hometown Manufacturing. We currently have six trolley buses and have been waiting for the delivery of two trolleys that are now nine months past due. Last week, Hometown asked for another extension and acknowledged that the two trolley buses are not yet on the production line.

In response, on March 15 we notified TESCO of our intention to cancel the order of the remaining two Hometown trolley buses. A dispute provision allows TESCO ten days to appeal this decision.

Resolution #2024-03-01 authorizes purchasing four clean diesel buses to replace buses that have exhausted their useful life and two CNG buses – the CNG buses will replace the two trolley buses we anticipate cancelling, unfortunately, due to the ongoing production delays, once the ten-day appeal period has passed.



**#2024-03-02: A RESOLUTION BY THE PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (PARTA) BOARD OF TRUSTEES AUTHORIZING THE GENERAL MANAGER, OR HER DESIGNEE, TO CONTINUE JOINT EFFORTS FOR THE IMPROVEMENT OF EAST MAIN STREET, GENERALLY FROM WILLOW STREET TO HORNING ROAD, WITH KENT STATE UNIVERSITY (KSU) AND THE CITY OF KENT (CITY).**

**East Main Street Project Update.** Rehabilitation of East Main Street from Willow Street to Horning Road is set to begin in spring 2025. The three-quarter mile stretch is the highest use transit corridor in PARTA's system, with five routes providing connection between Kent and Ravenna, as well as loops around the KSU campus. Project improvements focus on enhancing safety and access for all travelers, including those driving, walking, using transit, riding bicycles, pushing strollers, or using a wheelchair or other mobility assistance device. Nearly \$4 million of the \$25.5 million project cost will support transit amenities, including seven bus pull-offs with enhanced Americans with Disabilities Act (ADA) access, bus shelters, crosswalks, and shared-use paths.

Resolution #2024-03-02 continues the joint effort to complete this regionally significant project. Due to traffic from the community, the university, and visitors, the area has become a congested and dangerous highway designated by AMATS as the worst crash corridor in the Akron metropolitan area. We have programmed \$90,000 in FTA 5307 formula funds to procure bus shelters. As noted in the agreement, PARTA will retain ownership of the shelters and will establish a separate agreement with KSU outlining shared shelter maintenance responsibilities.

**Triennial Review Underway.** As reported in January, PARTA is subject to review by the Federal Transit Administration (FTA) every three years as a designated recipient of urbanized area formula funds (Section 5307 funding). The Triennial Review examines performance and adherence to FTA requirements and policies and currently includes 23 program areas. The first part of the review involved submitting information and documentation relating to programs and projects to the consulting team by February 29, 2024. In late July, the consultants will conduct a two-day on-site visit.

**Service Reports. Ridership and Other Key Performance Indicators.** Please see the enclosed reports that highlight year-to-date KSU ridership on both campus and county fixed routes and ADA complementary paratransit on-time compliance.

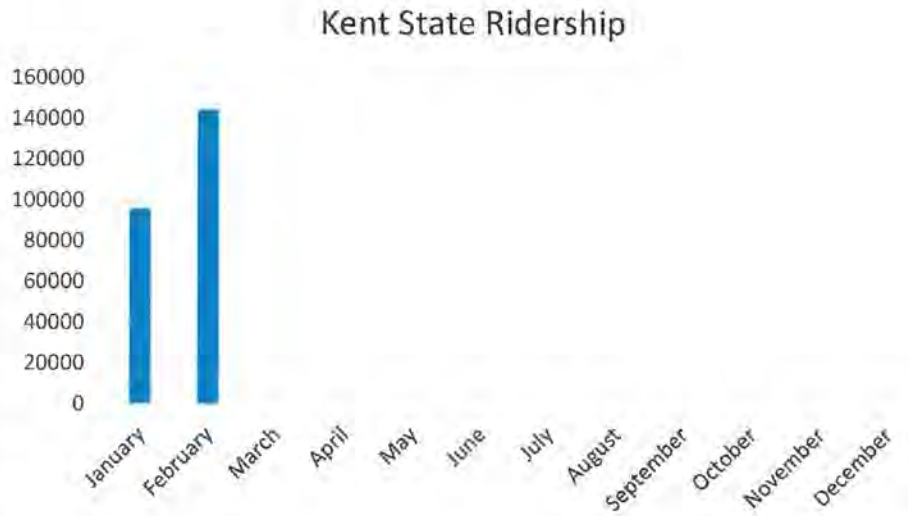
This year marks the 20<sup>th</sup> anniversary of the transit service contract between KSU and PARTA. In 2004, we took charge of the campus bus service, hiring student drivers currently employed by KSU and on-boarding them as PARTA campus bus drivers. We continue to hire students to drive campus service and appreciate the skill and dedication they bring to the important job of safely operating a transit bus.

**On-Time Compliance. ADA Complementary Paratransit Service.** ADA on-time compliance was 96.77% in February. Of 713 trips, 23 were performed late, with the latest running 19 minutes behind.

Thank you for your attention to these matters. If you have any questions prior to the Board meeting, please feel free to contact me by calling (330) 676-6315, or by e-mail at [Amrhein.c16@partaonline.org](mailto:Amrhein.c16@partaonline.org).

**1. Kent State Fixed Route Ridership**

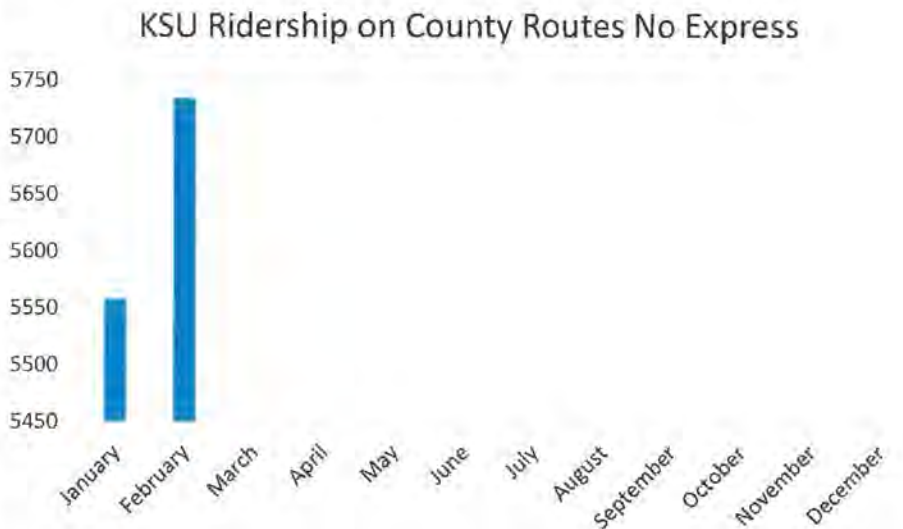
Kent State Ridership	
January	95829
February	144442
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
<b>Total</b>	<b>240271</b>



**2. Kent State Ridership on County Fixed Routes**

The numbers below do not include express routes.

KSU Ridership on County Routes	
No Express	
January	5558
February	5735
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
<b>Total</b>	<b>11293</b>





### 3. ADA On-Time Compliance

The figures below include both on-time compliance numbers as well as the late percentage.

ADA On Time Compliance				
Month	Scheduled Trips	Arrived Late	Late %	On-Time %
January	720	26	3.61%	96.39%
February	713	23	3.23%	96.77%
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
<b>Totals</b>	<b>1433</b>	<b>49</b>	<b>3.42%</b>	<b>96.58%</b>



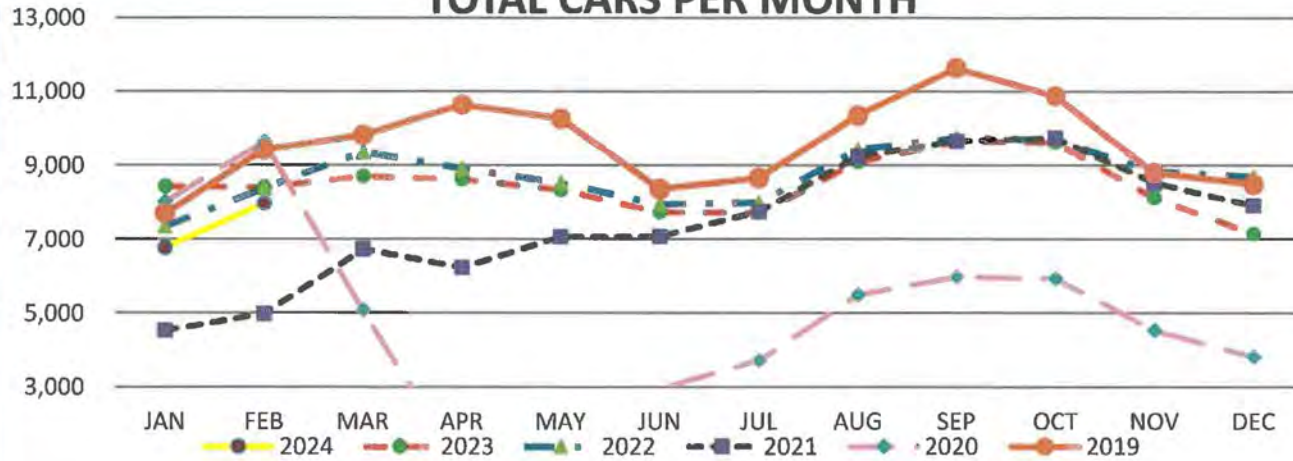
# KENT CENTRAL GATEWAY PARKING SUMMARY - FEBRUARY 2024

	6 Month Lookback					
	Monthly	Transient	Total	Cars/Day	Last	Last Year
Sep-23	4,799	4,861	9,660	322	6%	-1%
Oct-23	5,082	4,556	9,638	311	0%	-1%
Nov-23	4,520	3,618	8,138	271	-16%	-8%
Dec-23	3,417	3,742	7,159	231	-12%	-18%
Jan-24	3,907	2,869	6,776	219	-5%	-20%
Feb-24	4,602	3,385	7,987	275	18%	-5%

## Annual Comparison

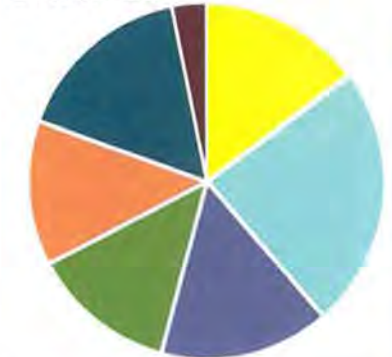
	2024	2023	2022
JAN	6,776	8,445	7,349
FEB	7,987	8,421	8,391
MAR		8,715	9,363
APR		8,634	8,923
MAY		8,360	8,529
JUN		7,749	7,967
JUL		7,730	8,009
AUG		9,106	9,437
SEP		9,660	9,749
OCT		9,638	9,693
NOV		8,138	8,840
DEC		7,159	8,694
<b>TOTAL</b>	<b>14,763</b>	<b>101,755</b>	<b>104,944</b>
	-12.5%	-3.0%	17.2%

## TOTAL CARS PER MONTH

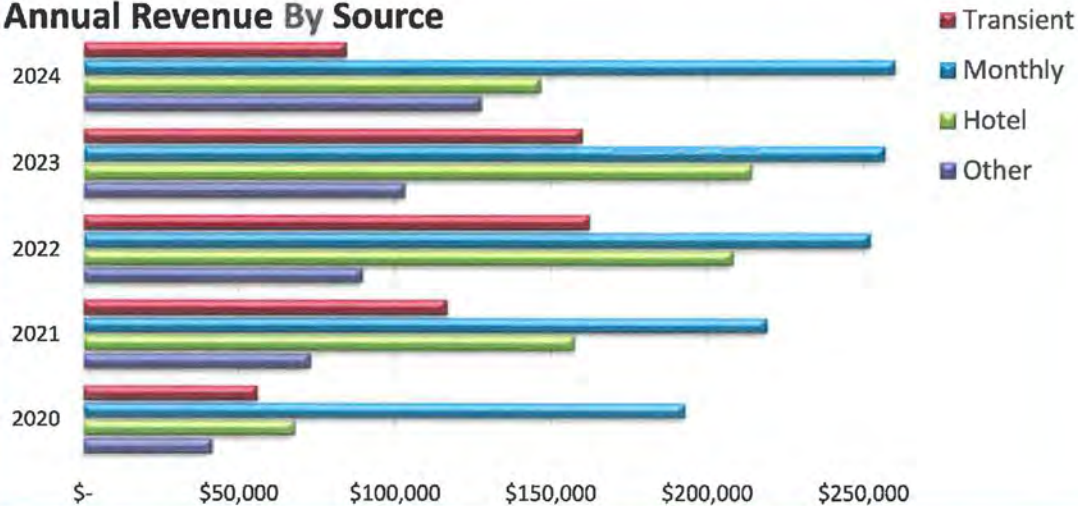


## # Rate Types Collected

- \$1.00
- \$2.00
- \$3.00
- \$4.00
- \$5.00
- \$6 - \$9
- \$10 - \$15
- >15

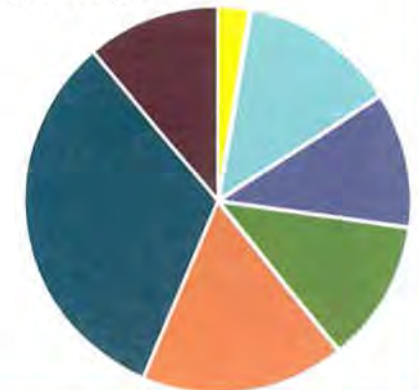


## Annual Revenue By Source



## \$ Rate Types Collected

- \$1.00
- \$2.00
- \$3.00
- \$4.00
- \$5.00
- \$6 - \$9
- \$10 - \$15
- >15





**RESOLUTION #2024-03-01**

**A RESOLUTION BY THE PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (PARTA) BOARD OF TRUSTEES AUTHORIZING THE GENERAL MANAGER, OR HER DESIGNEE, TO PURCHASE UP TO FOUR (4) CLEAN DIESEL AND TWO (2) COMPRESSED NATURAL GAS (CNG) URBAN TRANSIT BUSES, OPTIONAL EQUIPMENT, AND SPARE PARTS FROM GILLIG.**

**WHEREAS, PARTA identified a need to purchase urban transit buses to replace buses that were beyond their useful life and included in the Akron Metropolitan Area Transportation Study (AMATS) approved Transportation Improvement Program (TIP); and**

**WHEREAS, PARTA conducted a formal procurement (RFP #Low Floor 2021-01), in accordance with the procurement procedures, and found that GILLIG provided the best overall product and base price for PARTA for urban transit buses via its Best and Final Offer (May 2021 BAFO); and**

**WHEREAS, the Board of Trustees authorized the General Manager, or her designee, to negotiate, enter into, and sign a contract for the production and purchase of urban transit buses, optional equipment, and spare parts with GILLIG for five (5) years beginning in 2021 through 2026 (Resolution #2021-05-01); and**

**WHEREAS, the base price for production and purchase of urban transit buses is subject to adjustment based on the Producer Price Index (PPI) adjustment 1413, capped at a maximum total of 10% per year; and**

**WHEREAS, the application of PPI 1413 adjustments as of August 2022 to January 2024 increased the price for production and purchase of urban transit buses by 7.43%, to \$601,805 per bus for clean diesel and \$652,687 per bus for Compressed Natural Gas (CNG); and**

**WHEREAS, PARTA placed its first order under RFP# Low Floor 2021-01 with GILLIG for four (4) CNG urban transit buses, optional equipment, and spare parts in March 2023, delivered in first quarter 2024 (Resolution #2022-11-05); and**

**WHEREAS, PARTA desires to purchase up to four (4) clean diesel and two (2) CNG urban transit buses, optional equipment, and spare parts from GILLIG for delivery in 2025; and**

**WHEREAS, the final price per bus will be calculated from the January 2024 adjusted base price, plus or minus PPI 1413, determined ten (10) months prior to the on-line production date of the initial urban transit bus from this order, plus then-current prices for optional equipment and spare parts as finalized during the pre-production meeting; and**

**WHEREAS, PARTA will utilize 5339(b) Buses and Bus Facilities Program funds for the four (4) clean diesel urban transit buses and Diesel Emission Reduction Grants (DERG) funds for the two (2) CNG urban transit buses and local dollars, consistent with PARTA's bus replacement schedule.**

**NOW, THEREFORE, LET IT BE RESOLVED** by the Portage Area Regional Transportation Authority (PARTA) Board of Trustees that:

The General Manager, or her designee, is hereby authorized to execute said contract with GILLIG for the purchase of up to four (4) clean diesel and two (2) CNG urban transit buses, optional equipment, and spare parts for the total cost not to exceed \$4,000,000, plus or minus PPI 1413, to be delivered in 2025.

**CERTIFICATION:**

The undersigned duly qualified Board President, acting on behalf of the Portage Area Regional Transportation Authority (PARTA), certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held March 28, 2024.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dave Gynn, President  
Board of Trustees

\_\_\_\_\_  
Attested



March 1, 2024

Mr. Brian Troutman  
Chief Operations Officer  
PARTA  
200 Summit Street  
Kent Ohio 44240

Thank you for the interest in purchasing four (4) 35' GILLIG Low Floor transit diesel buses, using Kent RFP 2021-01. The price summary is outlined below. Worksheets calculating the price, including application of the applicable producer price index (PPI) 1413, are attached.

GILLIG is pleased to quote the following:

<b><u>Four (4)</u></b>	<b><u>35' GILLIG Low Floor Diesel Buses</u></b>	<b><u>\$601,805.00 each</u></b>
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The pricing is valid for ninety (90) days. Prices exclude any applicable taxes, transaction fees of any kind, and/or license fees. Per your contract, the production of your buses can be scheduled within 12 months from receipt of purchase order.

Due to the current supply chain shortages and the runaway inflation, the bus price might need to be recalculated using the PPI 1413 at the time of the pre-production meeting.

We appreciate the opportunity to support PARTA Transit. Should you have any questions, please do not hesitate to contact me.

Sincerely,

*Kevin Hardesty | Regional Sales Manager*

510-334-7806 | [Kevin.Hardesty@Gillig.com](mailto:Kevin.Hardesty@Gillig.com)

cc: Javier Hernandez Jr., Gillig  
Holly Piper, Gillig  
Alejandra Salgado, Gillig  
Lee Peterson, Gillig  
Steven Ng, Gillig



**RESOLUTION #2024-03-02**

**A RESOLUTION BY THE PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (PARTA) BOARD OF TRUSTEES AUTHORIZING THE GENERAL MANAGER, OR HER DESIGNEE, TO CONTINUE JOINT EFFORTS FOR THE IMPROVEMENT OF EAST MAIN STREET, GENERALLY FROM WILLOW STREET TO HORNING ROAD, WITH KENT STATE UNIVERSITY (KSU) AND THE CITY OF KENT (CITY).**

**WHEREAS**, the City of Kent (CITY) and Kent State University (KSU) conducted a joint planning study and in 2018 formed a citizens advisory committee to provide public input and guide the design of improvements on East Main Street from Willow Street to Horning Road to enhance pedestrian and traffic safety and access to residential neighborhoods, the KSU campus, and business establishments; and

**WHEREAS**, PARTA maintains numerous routes through this East Main Street corridor and desires to improve transportation services to the traveling public; and

**WHEREAS**, on May 15, 2020, PARTA, KSU, and the CITY entered into an agreement to progress the design and subsequently amended the agreement on March 22, 2023, to complete the design and the right of way acquisition phase of the East Main Street improvement project; and

**WHEREAS**, the CITY has secured over \$21 million in federal funding and the CITY and KSU have agreed to pay for the local share of project costs, including design, right of way acquisition, construction, construction inspection, and all other incidental items in equal amounts (50/50 split) up to \$4,900,000; and

**WHEREAS**, PARTA will procure the bus shelters to be located within the project area using \$0.09 million Federal 5307 funds programmed for this purpose and the CITY and KSU have agreed to pay the local share and any additional or ineligible costs; and

**WHEREAS**, PARTA will retain ownership of the shelters and will establish a separate agreement with KSU to outline shelter maintenance expectations to meet Federal Transit Administration (FTA) satisfactory continuing control requirements.

**NOW, THEREFORE, LET IT BE RESOLVED** by the Portage Area Regional Transportation Authority (PARTA) Board of Trustees that:

The General Manager, or her designee, is hereby authorized to continue joint efforts for the improvement of East Main Street, generally from Willow Street to Horning Road, with Kent State University (KSU) and the City of Kent (CITY) and to procure, own, and maintain jointly with KSU the bus shelters to be located within the project area using \$0.09 million Federal 5307 funds programmed for this purpose.

**CERTIFICATION:**

The undersigned duly qualified Board President, acting on behalf of the Portage Area Regional Transportation Authority (PARTA), certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on March 28, 2024.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dave Gynn, President  
Board of Trustees

\_\_\_\_\_  
Attested

**EAST MAIN STREET IMPROVEMENTS**

**CONSTRUCTION AND MAINTENANCE AGREEMENT**

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY  
KENT STATE UNIVERSITY  
THE CITY OF KENT**

**ALL PARTIES BEING IN THE STATE OF OHIO**

This Construction and Maintenance Agreement, dated \_\_\_\_\_ 2024, is an agreement made and entered into between the Portage Area Regional Transportation Authority (“PARTA”), Kent State University (“KSU”) and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the “CITY”).

**WITNESSETH:**

WHEREAS, KSU and the City desire to continue their joint efforts for the improvement of East Main Street generally located from Willow Street to Horning Road, and;

WHEREAS, PARTA maintains numerous routes through the East Main Street corridor and desires to improve transportation services to the traveling public, and;

WHEREAS, KSU, PARTA and the City have previously shared resources to complete the planning phase, design phase, and right of way acquisition phase, and;

WHEREAS, a Citizens Advisory Committee (CAC) was formed in 2018 to provide public input and guide the development of project alternatives through a series of public meetings. The CAC suggested an alternate to be taken to public meetings in 2021. The alternate a tree-lined boulevard from Willow Street and at Horning Road/Overlook Drive was chosen after public input was received, and;

WHEREAS, the Kent City Council agreed to enter into an agreement to undertake the design of the East Main Street Improvements by Ordinance No. 2020-18 passed on March 18, 2020, and;

WHEREAS, on May 15, 2020, PARTA, KSU, and the City entered into an agreement to progress the design and subsequently amended the agreement on March 22, 2023 to complete the design and the right of way acquisition phase of the East Main Street Improvement, and;

WHEREAS, the Agreement dated May 15, 2020, and Amendment No. 1 dated March 22, 2023 are included as Exhibit 1, and;



WHEREAS, the CITY has received \$5.0 million in Federal Safety funds, \$3.6 million in Federal MPO Carbon Reduction funds, \$6 million in Federal MPO-CMAQ funds, \$0.7 million in Federal MPO-TASA funds, \$0.5 million in ODOT Municipal Paving funds, and \$5.25 million in Federal RAISE Grant funds totaling \$21.05 million for the East Main Street Improvements, and;

WHEREAS, PARTA will contribute \$0.09 million in Federal 5307 funds toward the purchase of bus shelters to be located within the project area, and;

WHEREAS, in receiving the Federal and State funds, the CITY will administer the project and will be responsible for the design, right of way acquisition, bidding, award and construction management of the project, and;

WHEREAS, the City has entered into a Local Public Agency (LPA) Local-Let Federal agreement with ODOT to administer the project, and;

WHEREAS, the City has entered into a Grant Agreement with the United States Department of Transportation (USDOT) and ODOT to receive the RAISE Grant funds, which includes Electric Vehicle (EV) Charging Stations on Kent State Campus, included in Exhibit 2;

WHEREAS, the construction of the East Main Street Improvements shall now be known as POR-East Main - PID 112026 (hereafter referred to as "PROJECT") to coincide with the Local Public Agency Federal Project Agreement, and;

WHEREAS, existing and proposed components of the project along East Main Street including sidewalk will traverse the property of KSU for use by the general public including KSU students, faculty and staff (hereinafter referred to as "USERS"), and;

WHEREAS, the CITY and KSU desire to further delineate the duties, rights, and responsibilities of each party to the other regarding the PROJECT, and;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

#### RAISE DESIGNATED SUBRECIPIENT

KSU is a designated subrecipient for the RAISE 2023 Grant award executed by the CITY with the USDOT and ODOT, in regard to all terms and commitments involving the EV Charging stations to be installed on the KSU Campus.

## RIGHT OF WAY

For the purposes of constructing the PROJECT, KSU will grant to the CITY under a separate document temporary easements as shown in the approved plans.

The CITY and KSU will work together to minimize staging costs and to determine the best locations for staging areas.

The CITY will obtain permanent right of way from the State of Ohio for CITY maintained roadway features that will be placed on KSU property. Roadway features include but are not limited to proposed pavement, curbs, catch basins, manholes, storm sewer, street lighting, traffic signals, beacons, pull boxes and underground conduit. Permanent right of way will be conveyed by separate document.

Due to the great value of the PROJECT to KSU and the importance that an aesthetically pleasing and functional East Main Street is to its students, faculty and staff, KSU agrees to donate land at no cost to the CITY to build the PROJECT. Without the donation of land by KSU, the PROJECT would not be able to be constructed to meet the needs of PARTA, KSU, and the CITY.

## CONSTRUCTION

The CITY will manage the Local Public Agency (LPA) Agreement with the Ohio Department of Transportation (ODOT) and a City of Kent Engineer will be in responsible charge of the PROJECT. The CITY will administer and hold the contract for the construction of the PROJECT.

Any non-federally fundable item, as determined by ODOT, for the PROJECT will be considered within the scope of this agreement. The assignment of cost will be mutually agreed to and the benefitting party will be responsible for the entire amount. An amendment will be required to define responsibility for payment.

KSU will continue to improve and modify areas adjacent, and sometimes within the boundaries of this PROJECT. The CITY and KSU agree this work will remain the full responsibility of KSU but that both parties will work to coordinate the projects and minimize conflicts.

KSU and the CITY agree that a safe work site for vulnerable users (pedestrians, bicycles, scooters, etc...) including accessible pedestrian pathways and lighting is to be provided by the contractor and as such will be stated in the plans and specifications.

KSU understands that secondary damage to KSU's existing streets may occur from construction vehicle traffic due to the construction activity required for the PROJECT. Routes may require resurfacing earlier than would normally be expected. The CITY and



KSU will work together to minimize secondary damage. Secondary damage repair, such as earlier than anticipated paving projects is not considered to be part of this PROJECT.

KSU agrees to allow a construction trailer to be staged within the KSU campus near or within the project limits, for both KSU and CITY inspectors and staff for the administration, management and inspection of the PROJECT.

KSU and the CITY agree to work together to find ways to minimize the construction duration of the PROJECT.

KSU and the CITY will work together to provide periodic construction updates to the public through media including but not limited to press releases, website updates, e-mails and brochures. The PROJECT will include changeable message boards to be used for advanced notification of the traveling public. KSU and the CITY will mutually review and approve the messages to be sent out to the public prior to their release. KSU will be required to coordinate and inform their staff and students through media of their choice. The CITY shall be responsible to coordinate and inform their staff and the general public through media of their choice.

The PROJECT will provide public and emergency access to KSU buildings at all times of the day and night during construction of the PROJECT. This includes ADA access and safe pathways utilizing temporary lighting.

The PROJECT shall be designed to meet or exceed minimum AASHTO standards for roadways and be approved by ODOT. The PROJECT shall be constructed in accordance with the policies of the Local Public Administered projects required by ODOT.

PARTA will procure the bus shelters to be located within the PROJECT area using the Federal 5307 funds programmed for this purpose. The PROJECT shall install the bus shelters purchased. The local share required for the use of the Federal 5307 funds, and any additional or ineligible costs, shall be paid for by the City and KSU.

### COSTS

The CITY and KSU agree to pay for the local share of the PROJECT, including design, right of way acquisition, construction, construction inspection and all other incidental items in equal amounts (50/50 split) up to the total local share PROJECT budget of \$4,900,000 which includes the local share amount in the May 15, 2020 Agreement, which was amended on March 22, 2023.

The PROJECT budget shall not be exceeded without the written approval of KSU. The PROJECT budget includes all costs to complete the construction of the PROJECT, including but not limited to; construction engineering, inspection services, testing services, utility fees, legal fees, construction & contingencies. KSU shall assist the City's Engineer to complete the construction of the PROJECT within the approved budget.

## LOCATION

The PROJECT shall commence at or near the intersection of East Main Street and Willow Street and continue easterly to its terminus near East Main Street and Horning Road.

KSU reserves the right to relocate the sidewalk/sidepath on its property and or its related amenities at any time during the term of this agreement. KSU shall be responsible for the cost of any such relocation and shall maintain the sidewalk connectivity to adjacent sidewalks and or bike facilities along East Main Street right of way. Conversely, the CITY may not alter the sidewalk/sidepath and or its related amenities on KSU property without receiving the written approval of KSU.

## MAINTENANCE

The CITY shall maintain essential items of the right of way as per CITY Codified Ordinances. This typically includes maintenance of the following items in the roadway right-of-way: pavement, utilities (water, storm sanitary), roadway lighting, traffic signals, beacons, emergency vehicle access, pavement markings and signing related to the roadway. The CITY shall be responsible to plow the roadway within the right-of-way limits of East Main Street.

KSU shall maintain all items provided in the Kent Codified Ordinances including but not limited to sidewalks, ramps, driveways, side streets owned by KSU (Hilltop Drive, Midway Drive, Theatre Drive, and Loop Road), lawns, pedestrian lighting, water quality and water quantity ponds within the property frontage on East Main Street.

In addition to the above, KSU shall also maintain certain items within the right of way including median lawns and landscaping, wayfinding signs, pedestrian lighting, branding items including signs and walls, KSU street name signs, thermoplastic markings specific to KSU and banners as provided for on the approved PROJECT plans. Items maintained by KSU will be built to KSU standards.

KSU shall be solely responsible for all operations and maintenance of the EV Charging stations installed with the PROJECT. This includes any additional requirements of the RAISE grant agreement pertaining specifically to the EV Charging Stations. KSU shall allow access to the EV Stations to the general public as well as KSU users.

KSU shall secure all necessary permits required in connection with the use of the right of way and shall comply with all federal, state and local statutes, ordinances, rules or regulations which may affect, in any respect, KSU's use of the right of way. KSU shall, prior to commencement of any work, obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to its use of the right of way.

If for any reason the director of Public Service or his duly appointed representative deems it necessary to order the removal, reconstruction, relocation or repair of KSU's changes in the



right of way, then said removal, reconstruction, relocation or repair shall be promptly undertaken at the sole expense of KSU.

The CITY and KSU shall perform non-emergency repairs to its utilities in such a manner as to minimize disturbance to the functioning of East Main Street. East Main Street shall be restored to the quality of the existing facility with similar materials whenever the CITY and/or KSU disturb the facility in the course of repairing and/or maintaining its utilities or facilities.

KSU and PARTA agree that PARTA shall retain ownership of the bus shelters located within the project area. KSU will maintain the shelters located on the south side of the project along KSU property. PARTA will maintain the shelters located on the north side of the project and the shelters at the intersection of Horning Road. KSU and PARTA will establish maintenance expectations via a separate agreement to meet Federal Transit Administration (FTA) satisfactory continuing control requirements.

Maintenance shall be in accordance with the standards generally applied to public facilities of this nature, including repair and/or replacement as a result of weather, animals, individuals or any other cause. The maintenance responsibility shall remain in full force for the duration of the terms of this agreement.

#### SAFETY/LIABILITY

The safe and secure enjoyment of the sidewalk on East Main Street by USERS while on the property of KSU shall be the sole responsibility of KSU.

KSU shall maintain general liability insurance coverage to such extent and in such amounts, as it deems appropriate, but in no event less than the \$5,000,000 total.

#### TERM, TERMINATION AND ABANDONMENT

It is the desire of the parties that this agreement shall remain in full force in perpetuity, but in no event shall the initial term of this agreement expire before January 1, 2078. Thereafter, this agreement will continue on a year-to-year basis until terminated by either party with one (1) year prior written notice from the party seeking termination.

#### SEVERABILITY

In the event any one or more of the provisions contained in the Agreement shall be determined to be invalid and the remaining provisions can be given effect, then in such event the remaining provisions shall remain in full force and effect.

#### NON-ASSIGNMENT

The rights, duties and responsibilities of parties under this agreement shall not be assignable by either party without written consent of the other party.

### NON-WAIVER OF BREACH

The waiver of a breach of any one or more of the terms, provisions and conditions set forth and included in this Agreement shall not constitute, nor be construed to represent or constitute, the waiver in whole or in part of any subsequent breach of any term, provision or condition contained in this Agreement.

### INTEGRATED AGREEMENT

This Agreement, including exhibits, represents the entire, complete and exclusive understanding and agreement of the parties hereto and reduces to writing all oral negotiations and agreements of the parties and shall not be changed, varied or otherwise amended except in writing, signed by each of the parties hereto.

### NOTICES

Unless and until otherwise advised in writing in accordance herewith, all notices required to be given under this Agreement shall be in writing sent by certified mail, postage prepaid, as follows:

- To City:           City Manager  
                          City of Kent  
                          301 S. Depeyster Street  
                          Kent, Ohio 44240
- To KSU:            Vice President for Administration  
                          Kent State University  
                          P.O. Box 5190  
                          Kent, Ohio 44242
- To PARTA:        General Manager  
                          Portage Area Regional Transportation Authority  
                          2000 Summit Road  
                          Kent, Ohio 44240

### ARTICLE HEADINGS

The article headings contained herein are inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit or describe the scope or intent of this Agreement, nor in any way to affect the interpretation of any provision of this agreement.

### GOVERNING LAW

This Agreement is being executed in the state of Ohio and the laws of Ohio shall govern its validity, effect and performance.



IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands on the day and year first written above.

**CITY OF KENT, OHIO**

WITNESS:

Reviewed and Recommended by:

\_\_\_\_\_

\_\_\_\_\_  
James S. Bowling, P.E.  
Deputy Service Director/Superintendent of  
Engineering

\_\_\_\_\_  
Date

WITNESS:

Approved and Accepted by:

\_\_\_\_\_

\_\_\_\_\_  
Dave Ruller  
City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Hope Jones, Law Director  
City of Kent

**Certificate of Director of Budget and Finance**

It is hereby certified that the amount TWO MILLION TWO HUNDRED TWENTY-SIX THOUSAND dollars (\$2,226,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital, Water and Storm Fund free from any obligation or certificates now outstanding.

\_\_\_\_\_  
Rhonda Hall, Director of Budget and  
Finance

\_\_\_\_\_  
Date

**KENT STATE UNIVERSITY**

WITNESS:

\_\_\_\_\_

Approved and Accepted by:

\_\_\_\_\_  
Mark Polatajko  
Vice President for Finance and  
Administration  
Kent State University

\_\_\_\_\_  
Date

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY**

WITNESS:

\_\_\_\_\_

Approved and Accepted by:

\_\_\_\_\_  
Claudia Amrhein  
General Manager  
Portage Area Regional Transportation  
Authority

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Legal Counsel  
Portage Area Regional Transportation Authority



Exhibit 1

East Main Street Improvements Agreement, May 15, 2020  
East Main Street Improvements Amendment No.1, March 22, 2023

**EAST MAIN STREET IMPROVEMENTS**

**AGREEMENT**

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY  
KENT STATE UNIVERSITY  
THE CITY OF KENT**

**ALL PARTIES BEING IN THE STATE OF OHIO**

This Agreement, dated May 15, 2020, is an agreement made and entered into between the Portage Area Regional Transportation Authority ("PARTA"), Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City").

**WITNESSETH:**

**WHEREAS, KSU and the City desire to continue their joint efforts for the improvement of East Main Street generally located from Willow Street to Horning Road; known as the East Main Street Improvements (the "Project"), and;**

**WHEREAS, PARTA maintains numerous routes through the Project area and desires to improve transportation services to the traveling public, and;**

**WHEREAS, KSU and the City have previously shared resources to complete a planning and safety study to obtain Federal Highway Safety Funds (HSP), and;**

**WHEREAS, the City has applied for and received Federal funding through the Congestion Mitigation/Air Quality (CM/AQ) program, Surface Transportation Block Grant (STBG) program and the HSP program to finance a majority of the design, right of way acquisition, construction and construction inspection costs for this Project, and;**

**WHEREAS, PARTA agrees to pursue and apply for federal and state funding sources to assist in the completion of the transit fundable portions of the project;**

**WHEREAS, the Ohio Department of Transportation (ODOT) has agreed that the City serve as the responsible lead agency to administer the Project, and;**

**WHEREAS, the City will enter into a Local Public Agency (LPA) Local-Let Federal agreement with ODOT to administer the Project, and;**

**WHEREAS, KSU and the City have agreed to use a design consultant to provide professional surveying and engineering services for the preliminary and final design of the proposed Project and that the City will be the lead agency in the management of the Project, and;**

**WHEREAS, KSU does hereby give permission to the City of Kent, its agents, employees, consultants and contractors to enter upon KSU lands for the purpose of surveying, utility investigations, subsurface investigations, traffic counting, environmental studies and any other work necessary to complete the preliminary and final design of the Project, and;**

**WHEREAS, KSU and the City agree to pay for the local share of the design, estimated to be \$250,000, in equal amounts (50/50 split) up to a maximum amount of \$125,000 per entity, and;**

**WHEREAS, KSU and the City further agree to pay for the local share of the construction of the Project, with the amount to be determined after completion of the design phase, and to be included by Amendment to this document, and;**

**WHEREAS, the Kent State University Board of Trustees has authorized the Vice President for Finance and Administration to enter into a contractual agreement with the City of Kent to share the required local match for federal and state funded improvements to East Main Street. The authorization is for 50% of the local share, with the amount presently estimated at \$2.2 million, and;**

**NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the parties hereto agree as follows:**

**Section 1. Incorporation of Recitals**

The preceding recitals are hereby incorporated by reference into this Agreement.

**Section 2. Design of the Project**

- A. The City and KSU shall undertake the design of the Project in a workmanlike manner.**
- B. All parties agree that the design of the improvement shall include improvements to transit services along the corridor, including at a minimum, bus pull-offs, shelters and lighting at planned service locations along the corridor.**
- C. The City hereby agrees that all contracts for the design of the Project shall be entered into in compliance with the applicable provisions of State and Local laws including Federal requirement for the procurement of professional services.**
- D. KSU and PARTA, as major stakeholders of the Project, shall be active in the development and review of the preliminary alternatives, the selection of the**



preferred alternative, review of the detailed design plans and attendance and participation at regular project meetings.

- E. The cost of the professional engineering services will be split 50% KSU, 50% City. The City will be invoiced and pay for the professional services and KSU will reimburse the City its share of the total cost when the City invoices KSU for said professional services that are KSU's portion.
- F. The parties to this Agreement covenant that all design with respect to the Project is made in reliance on this Agreement.

**Section 3. Construction of the Project**

- A. This Agreement will be amended prior to construction to further detail the terms.
- B. KSU's participation in the local match is limited to the \$2.2 million authorized by the Kent State University Board of Trustees. Any additional funds needed for the local match must be authorized by the Board of Trustees prior to entering into contracts or change orders requiring the additional funds.

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

**CITY OF KENT, OHIO**

WITNESS:

Cathy Wilson

Reviewed and Recommended by:

James S. Bowling, P.E.  
Deputy Service Director/Superintendent of Engineering

5/14/2020  
Date

WITNESS:

Cathy Wilson

Approved and Accepted by:

David Ruller  
Dave Ruller  
City Manager

5/15/2020  
Date

Approved as to form:

*Hope L. Jones*

Hope Jones, Law Director  
City of Kent

**Certificate of Director of Budget and Finance**

It is hereby certified that the amount ONE HUNDRED TWENTY FIVE thousand dollars (\$125,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital Funds free from any obligation or certificates now outstanding.

*Rhonda Hall*

Rhonda Hall, Director of Budget and Finance

5/15/2020

Date

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

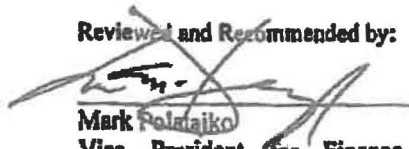
**KENT STATE UNIVERSITY**

WITNESS:

\_\_\_\_\_

Approved as to legal form and sufficiency by  
Douglas Kubinski  
Digitally signed by Douglas Kubinski  
Date: 2020.04.29 10:36:54 -0400  
Adobe Acrobat version: 2020066.20043

Reviewed and Recommended by:



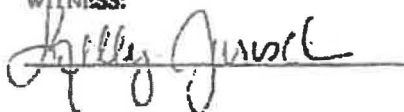
Mark Polatajko  
Vice President for Finance and Administration  
Kent State University

4-30-20

Date

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY**

WITNESS:



Reviewed and Recommended by:



Claudia Amrhein  
General Manager  
Portage Area Regional Transportation Authority

03.23.2020

Date

Approved as to form:



Legal Counsel  
Portage Area Regional Transportation Authority



**EAST MAIN STREET IMPROVEMENTS**

**AGREEMENT**

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY  
KENT STATE UNIVERSITY  
THE CITY OF KENT**

**AMENDMENT NO. 1**

**ALL PARTIES BEING IN THE STATE OF OHIO**

THIS AMENDMENT No. 1 to the **EAST MAIN STREET IMPROVEMENTS** Agreement executed this 22nd day of March, 2023 is made and entered into between the Portage Area Regional Transportation Authority ("PARTA"), Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City").

**WITNESSETH:**

WHEREAS, on May 15, 2020, PARTA, KSU and the City entered into an agreement to progress the EAST MAIN STREET IMPROVEMENT Project, hereinafter referred to as the "Project" through the design phase.

WHEREAS, the parties have completed the planning phase and has an approved Environmental Document per the National Environmental Policy Act (NEPA), and;

WHEREAS, the Federal Funding for the design phase of the Project switched from using solely Highway Safety Improvement Program (HSIP) funding at a 90% Federal/10% Local split, to partially HSIP funding and Congestion Mitigation/Air Quality funding at a 80% Federal/20% Local split, and;

WHEREAS, additional local funds are required to complete the design, and;

WHEREAS, the right-of-way acquisition phase of the Project needs to commence.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties to enter this Amendment No. 1 as follows:

- **On page 2, the second paragraph should be replaced with the following:**

*"WHEREAS, KSU and the City agree to pay for the local share of the design, estimated to be \$338,000, in equal amounts (50/50 split) up to a maximum amount of \$169,000 per entity, and;"*

**EAST MAIN STREET IMPROVEMENTS**

**AGREEMENT**

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY  
KENT STATE UNIVERSITY  
THE CITY OF KENT**

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- **Add the following after Section 3 on page 3 of 5:**

***"Section 4. Right-of-way Acquisition for the Project:***

- A. The City and KSU shall undertake the Right-of-Way Acquisition phase of the Project in a workmanlike manner.*
- B. The City hereby agrees that the Right-of-Way Acquisition phase of the Project shall be completed in compliance with the applicable provisions of the Federal Uniform Relocation Act, State and Local laws and under the oversight of the Ohio Department of Transportation (ODOT).*
- C. KSU and the City agree to pay for the local share of the right-of-way acquisition, estimated to be \$110,000, in equal amounts (50/50 split) up to a maximum amount of \$55,000 per entity.*
- D. KSU and the City agree that neither party will seek compensation for their respective properties used for the completion of the project as approved by both entities during the design of the project."*

All other terms and conditions remain unchanged.

**EAST MAIN STREET IMPROVEMENTS**

**AGREEMENT**

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY  
KENT STATE UNIVERSITY  
THE CITY OF KENT**

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IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

**CITY OF KENT, OHIO**

WITNESS:

Cathy Wilson

Reviewed and Recommended by:

James Bowling

James S. Bowling, P.E.  
Deputy Service Director/Superintendent of  
Engineering

3/24/2023

Date

WITNESS:

Cathy Wilson

Approved and Accepted by:

Dave Ruller

Dave Ruller  
City Manager

3/24/2023

Date

Approved as to form:

Hope L. Jones

Hope Jones, Law Director  
City of Kent

**Certificate of Director of Budget and Finance**

It is hereby certified that the amount NINETY NINE THOUSAND dollars (\$99,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital Fund free from any obligation or certificates now outstanding.

Rhonda Hall

Rhonda Hall, Director of Budget and Finance

3/2/2023

Date



**EAST MAIN STREET IMPROVEMENTS**

**AGREEMENT**

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY  
KENT STATE UNIVERSITY  
THE CITY OF KENT**

**AMENDMENT NO. 1**

**ALL PARTIES BEING IN THE STATE OF OHIO**

**KENT STATE UNIVERSITY**

WITNESS:

*Petra Owens*

Digitally signed by  
Petra Owens  
DN: cn=Petra Owens, o=Kent State University, ou=Kent State University, email=petra.owens@kent.edu

Reviewed and Recommended by:

*Mark Polatajko*

**Mark Polatajko  
Senior Vice President for  
Finance and Administration  
Kent State University**

5/23/2023

Date

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY**

WITNESS:

*Marcia Jensen*

Reviewed and Recommended by:

*Claudia Amrhein*

**Claudia Amrhein  
General Manager  
Portage Area Regional Transportation  
Authority**

04.03.2023

Date

Approved as to form:

*Justin P. Mackey*

**Legal Counsel  
Portage Area Regional Transportation Authority**