

Kent Parks & Recreation Department

497 Middlebury Road Kent, Ohio 44240 (330) 673-8897 FAX: (330) 673-8898

TO:

Dave Ruller, Jim Silver

FROM:

John Idone

DATE:

January 3, 20(8)

RE:

Kent Parks & Recreation Donation

* M E S S A G E *

Kent Parks & Recreation Department has received a donation of \$1,500 from the Henry V. and Frances W. Christenson Foundation for the 2018 Kent Parks & Recreation Beautification Program. These funds will be used to purchase annual flowers and trees in the parks this year.

The check has been forwarded to Budget and Finance and will be held until Council formally accepts the donation. Your attention to this matter is sincerely appreciated.

PC:

Budget & Finance

Tara Grimm, Clerk of Council

Kent Parks & Recreation Board



Kent Parks & Recreation Department

497 Middlebury Road Kent, Ohio 44240 (330) 673-8897 FAX: (330) 673-8898

TO:

Dave Ruller, Jim Silver

FROM:

John Idone

DATE:

December 29, 2017

RE:

Kent Parks & Recreation Donation

* MESSAGE*

Kent Parks & Recreation Department has received a donation of \$200 from Richard & Diane Kurlich for materials for picnic table Eagle Scout project, a donation of \$320 from the Zephyr for the Harold Walker rest area on The Portage Hike & Bike Trail and a donation of \$200 from Eric & Ann Lantz for a tree at Fred Fuller Park in memory Frederick Lantz.

The checks have been forwarded to Budget and Finance and will be held until Council formally accepts the donation. Your attention to this matter is sincerely appreciated.

PC:

Budget & Finance

Tara Grimm, Clerk of Council

Kent Parks & Recreation Board

Website: kentparksandrec.com

CITY OF KENT DEPARTMENT OF PUBLIC SERVICE DIVISION OF ENGINEERING

MEMO

TO:

Dave Ruller

Tara Grimm
David Coffee

FROM:

Jim Bowling

DATE:

December 22, 2017

RE:

ODOT POR MCRO FY2018(B); PID 102352

Final Legislation and Contract Approval

The Ohio Department of Transportation (ODOT) has requested final legislation and approval to execute a contract for the microsurfacing of SR 43 and SR 261 (attached). The project, which previously received Kent City Council approval under resolution 2016-44 includes the microsurfacing of the following locations in Kent:

- SR 43 from the south Corporation Limit to SR 261 (double application)
- SR 261 from Summit Street to the north Corporation Limit

Microsurfacing is a maintenance operation where a thin (1/4 - 3/8 inch) surface coat of cold applied paving material is applied to the existing pavement. Microsurfacing is used to retard raveling and oxidation, fill ruts, reduce the intrusion of water, improve surface friction and remove minor surface irregularities.

The project is scheduled to be sold and constructed in 2018. ODOT currently estimates the City's share to be \$24,804. The project was budgeted in 2017 at \$25,000, however due to the receipt of ODOT's request in December, the funds for project will be included in the upcoming reappropriations request in February, 2018.

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

c: Melanie Baker Pat Homan file



James Bowling <bowlingj@kent-ohio.org>

PID 102352 POR MCRO FY2018(B) - CITY OF KENT Final Legislation

1 message

Jim.Bruner@dot.ohio.gov < Jim.Bruner@dot.ohio.gov>

Thu, Dec 14, 2017 at 4:20 PM

To: "James Bowling (bowling)@kent-ohio.org)" <bowlingj@kent-ohio.org>

Cc: "Steve.Rebillot@dot.ohio.gov" <Steve.Rebillot@dot.ohio.gov>, "Thomas.Powell2@dot.ohio.gov" <Thomas.Powell2@dot.ohio.gov>, "Rebecca.Bisesi@dot.ohio.gov" <Rebecca.Bisesi@dot.ohio.gov>, "Donna.Hansford@dot.ohio.gov" <Donna.Hansford@dot.ohio.gov>, "Helene.Ware@dot.ohio.gov" <Helene.Ware@dot.ohio.gov>

Jim.

Attached is the final participatory legislation and associated documents for the subject project. Once the legislation has passed and the documents are signed, please scan them and reply all to this e-mail. The check will still need to be mailed directly to central office before February 2nd to avoid delaying the project. Additional instructions are below.

If you have any questions, please let me know.

Take care and thanks.

Jim

James R Bruner, PE, GISP

Capital Planning/GIS Manager

ODOT District 4 - Planning & Engineering

2088 S. Arlington Road, Akron, Ohio 44306

330.786.4924

transportation.ohio.gov



From: Ware, Helene

Sent: Thursday, December 14, 2017 12:18 PM

To: Rebillot, Steven <Steve.Rebillot@dot.ohio.gov>; Bruner, James <Jim.Bruner@dot.ohio.gov>

Cc: Bisesi, Rebecca < Rebecca. Bisesi@dot.ohio.gov>

Subject: PID 102352 - CITY OF KENT FL

This office is transmitting herewith the following suggested final legislation documents for the City of Kent, relating to the above subject project:

- a Sample Final Resolution
- b Fiscal Officer's Certificate
- c Contract
- d Official Highway Invoice No. 10896

For Specification book please go to:

http://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/2016-Online-Spec-Book,aspx

Items a, b, and c are required to be executed in this chronological order to comply with Section 5705.41 and Chapter 5521, Ohio Revised Code. Also, it should be noted that no changes can be made to these documents, except the Final Resolution is a sample. This sample form may be utilized by the Local Public Agency or submit a copy of their Final Resolution.

Please note, this section has changed:

When the legislation has been properly executed, one of item a (or an LPA's Final Resolution), one item b, one of item c. one item d must be scanned and returned by email to Helene Ware.

In addition, if the escrow is not used, a check for the invoiced amount with two copies of the invoice (item d) must be returned by U.S. mail or ODOT pony to the Office of Estimating, Attn. Helene Ware, mail stop #4160.

The original items may be retained by you for the District files.

Since it is contemplated to schedule this project for the Letting of February 15, 2018, these documents must reach the Office of Estimating no later than February 2, 2018.

ESCROW AGREEMENTS ARE NOT APPLICABLE ON PROJECTS REQUIRING A LOCAL DEPOSIT OF \$25,000.00 OR LESS.

Helene Ware

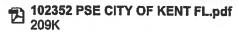
Senior Financial Analyst

ODOT Office of Estimating (MS 4160)

1980 W. Broad St., Columbus, OH 43223

Phone: 614-466-2346

transportation.ohio.gov



FINAL RESOLUTION

The following Final Resolution enacted by the City of Kent, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on 18th day of May, 2016, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of double Microsurfacing of POR SR 43 from 7.51 to 8.15 and 8.50 to 10.23. Microsurfacing of POR SR 59 from 5.87 to 6.84 and POR SR 261 from 3.51 to 5.06, lying within the City of Kent; and

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

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of Twenty Four Thousand Eight Hundred Four and - - - 00/100 Dollars, (\$24,804.00), but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Twenty Four Thousand Eight Hundred Four and**---- **00/100 Dollars (\$24,804.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that **City Manager** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

record thereof, found in the reco was duly passed by the LPA on	mpared the foregoing copy of Resolution with the original ord of the proceedings of the LPA, and which Resolution the day of, 2, discorrect copy of the record of said Resolution and the
	elution and the action of said LPA thereon is recorded in e, at Page, and under date of, 2
	Legislative Authority of the City of Kent, Ohio
	City Manager
SEAL (If Applicable)	Clerk (Secretary Ex-Officio)

CONTRACT (Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Kent, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

PID No. 102352

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of double microsurfacing of POR SR 43 from 7.51 to 8.15 and 8.50 to 10.23. Microsurfacing of POR SR 59 from 5.87 to 6.84 and POR SR 261 from 3.51 to 5.06, lying within the City of Kent.

SECTION V: FINANCIAL PARTICIPATION

- 1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
- The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
- 3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
- 4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of Twenty Four Thousand Eight Hundred Four and - - 00/100 Dollars, (\$24,804.00).
- 5. The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.
- 6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
- 7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

- The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
- 2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

- 1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
- 2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;

F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Kent Ohio Department of Transportation

319 S. Water Street Office of Estimating

Kent, Ohio 1980 West Broad Street, 1st Floor

44240 Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

- In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

- 1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
- Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
- 4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
- This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL (If Applicable)

OHIO DEPARTMENT OF TRANSPORTATION	LOCAL PUBLIC AGENCY City of Kent		
Director of Transportation	City Manager		
Date	Date		
Approved: Mike DeWine Attorney General of Ohio			
By: Stephen H. Johnson			
Chief, Transportation Section Date:			

FISCAL OFFICER'S CERTIFICATE

(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: \$24,804.00 required for the payment of the cost other than that thereof assumed by the Federal Government, for the improvement of that portion of MCRO FY2018(B), lying within the corporate limits of the City of Kent, more particularly described as follows:

The project consists of double microsurfacing of POR SR 43 from 7.51 to 8.15 and 8.50 to 10.23. Microsurfacing of POR SR 59 from 5.87 to 6.84 and POR SR 261 from 3.51 to 5.06, lying within the City of Kent; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of Kent, Ohio, after said legislative authority passed the final

			I that this certificate wa lative authority, namely	
Legislative Authority's	Journal, Volume	, at Pag	e	_,
IN WITNESS WHE	REOF, I have hereur	nto set my hand and	official seal as said fisc	a
officer, this	day of		, 2017.	
(Fiscal Officer's Seal) (If Applicable)				
	Fi	scal Officer of the Ci	ty of	_

Kent, Ohio

OHIO DEPARTMENT OF TRANSPORTATION ACCOUNT RECEIVABLE

Make check payable to: Treasurer of State

Mail to:

To:

Jeffrey M. Hisem, Administrator

Attn: Helene Ware

Ohio Department of Transportation

Office of Estimating - #4160

1980 West Broad Street, 1st Floor

Columbus, Ohio 43223

City of Kent

319 S. Water Street

Kent, Ohio 44240

319 S. Water Street

Federal Project No. E161(352)
Portage County

City of Kent MCRO FY2018(B)

PID No.

Invoice No.

PLEASE ENCLOSE ONE COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation

Type of Agreement

Amount

102352

10896

\$24,804.00

For the improvement of that portion of MCRO FY2018(B), more particularly described as follows:

The project consists of double microsurfacing of POR SR 43 from 7.51 to 8.15 and 8.50 to 10.23. Microsurfacing of POR SR 59 from 5.87 to 6.84 and POR SR 261 from 3.51 to 5.06, lying within the City of Kent.

Total Amount Due

\$24,804.00

Ohio Department of Transportation

Bv:

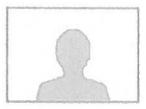
Jeffrey/M. Hisem, Administrator

Office of Estimating

Signature Certificate

Document Reference: NKAGGAJDKIHXEBHMNB7RRK





Jeffrey Hisem, Administrator Party ID: 7PLF9EIAPLSTF2PELWMME6 IP Address: 71.42.242.250

VERIFIED EMAIL: jeff.hisem@dot.ohio.gov

Electronic Signature

Jeffing M Nieman

Muta-Fector Digital Fingerprint Checksum

996569a5a5693aa1ba75efea72c607b7b2a0bdea



Timestamp	Audit
2017-12-14 06 24:59 -0800	All parties have signed document. Signed copies sent to: Jeffrey Hisem,
	Administrator and Helene Ware
2017-12-14 06 24:58 -0800	Document signed by Jeffrey Hisem, Administrator (jeff.hisem@dot,ohio.gov)
	with drawn signature - 71.42.242.250
2017-12-14 06 24 57 -0800	Jeffrey Hisem, Administrator (jeff.hisem@dot.ohio.gov) has viewed Consumer
	Disclosure and affirmatively consented 71.42.242,250
2017-12-14 06 23:20 -0800	Document viewed by Jeffrey Hisem, Administrator (jeff,hisem@dot,ohio.gov)
	71.42.242.250
2017-12-13 05 21 58 -0800	Document created by Helene Ware (helene.ware@dot.ohio gov) 156.63.133.8



Good Afternoon,

My name is Avery Pierson and I'm with the Ohio field team of Restore America's Parks. Our goal is to preserve and protect National Parks

Service. We chose to reach out to your city due to its location as a "gateway" city for the Cuyahoga Valley National Park. We were wondering if Kent would be interested in issuing a council resolution calling upon Congress to continue if not increase funding for the deferred maintenance backlog within the National Park

country, totaling 307 million visits in 2015 and contributing \$16.9 billion in revenues to states and their local communities. Just last year, the National Parks Service celebrated its centennial, marking 100 years of conservation of \$4 million acres across all 50 states. Our National Parks serves as a major tourism site for our

100 years of infrastructure. We believe resolutions from "gateway" cities like yours will highlight the impact strong National Parks can have on communities and their economies. historical structures, trails, roads, bridges, and other vital infrastructure. It is the responsibility of Congress to fund the National Parks System, and it needs more resources to preserve and improve upon While the National Parks System contributes greatly to surrounding communities, 2016 marked an estimated deferred maintenance backlog of nearly \$12 billion, which includes repairs to aging

I look forward to hearing from you and the Kent City Council. We have draft language to help you write a resolution. Please let me know if you have any questions

Avery Pierson C: 614 582 1974| pierson@sppqrp com

STRATEGIC PUBLIC PARTNERS

<u>88. E. Broad St.</u>, Suite 1770 | Columbus, Chio 43215, Pr. 614-222-3499