

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE

MEMO

November 20, 2013

To: Dave Ruller

From: Gene Roberts, Service Director

RE: Directional Wifi

Kent City Schools and City staff have been in discussions regarding an agreement for the shared cost/use of a directional Wifi repeater system to be mounted on the City's 250,000 gallon KSU Elevated Water Tower. The network capability will benefit both the Schools and the City. What both entities are working towards is a cost affective method to transmit data and Voice communication, minimizing and/or eliminating the need for monthly service fees for remote location interconnections for both the Schools and the City.

Respective staffs have determined an equitable distribution of cost(s) and equipment use of the repeater bandwidth. This new deployment would connect via directional Wifi equivalent to the proven systems in place between the Service Administration Complex, Kent Fire Station No. 2 and the City's current main hub at the Police Department.

The equitable approach to cost sharing is based on the bandwidth being purchased by both the Schools and the City. The City will take its originally planned Directional Wifi deployment bandwidth of 100 megabit as its portion of the 300 megabit repeater deployment bandwidth leaving the School with 200 megabit bandwidth. The City would also be committing to a future upgrade to bandwidth of 450 megabit when available and needed.

The shared directional Wifi deployment will be divided based on one of three methods depending on current and future technology.

1. Guarantee to set band width and still allow for dynamic usage of unused bandwidth.
2. Guarantee of set band width that would remain static
3. At minimum monitoring that would report usage of the available bandwidth and an agreement that would require each other to restrict usage to the agreed bandwidth.

If technology is available the ideal deployment would be both users would have a guarantee to their minimum bandwidth when needed, however if either is not using bandwidth it would remain available to the other as needed.

Kent City Council is respectfully requested to allow staff to enter into an agreement with Kent City Schools to cooperatively deploy a shared directional Wifi repeater.



CITY OF KENT, OHIO

DEPARTMENT OF LAW

TO: DAVE RULLER, CITY COUNCIL, MAYOR FIALA
FROM: JAMES R. SILVER *JS*
DATE: NOVEMBER 20, 2013
RE: VIDEO SERVICE PROVIDER FEES

Attached to this memo is an ordinance I recommend adopting. It covers the provision of video services in the City and provides for implementation of a Video Service Provider Fee.

If you remember back far enough, the original cable TV companies had to enter into franchise agreements with the local government entities because there was no competition with other cable companies. The City of Kent had a franchise agreement with Time Warner Cable. As a part of that agreement, the City could and did charge a franchise fee of up to five percent (5%) of Time Warner's gross revenues.

In 2007, the State of Ohio passed new legislation that took away the local governments ability to have franchise agreements with cable companies (now referred to as video service providers). However, under the new Ohio laws, the City could still charge a "video service providers fee" if we had an ordinance in place allowing us to do so. We adopted a specific ordinance for Time Warner Cable and we adopted a specific ordinance for AT&T. They both now pay the City five percent (5%) of their gross revenues.

The only other comment on the above is that the Ohio Revised Code relates use of our City right-of-way by the video services providers as the main reason for the five percent (5%) fee. They do not pay us anything for the use of our right-of-way.

The proposed ordinance would apply the five percent (5%) video service provider fees to any cable company that comes to Kent. We would not have to pass any specific ordinance in the future for specific companies that compete in the video service provider market.

One last side note. Since the satellite companies (ie: Dish Network) do not use our right-of-ways, I do not believe they have to pay our video service provider fees. If that changes, we will start billing them as well.

In summary, we ask that you adopt the attached legislation. Since I know of no new cable companies coming to town in the immediate future, the emergency clause is not necessary.

Thank you.

ORDINANCE NO. 2013-__

AN ORDINANCE DETERMINING THE VIDEO SERVICE PROVIDER FEE TO BE PAID BY A VIDEO SERVICE PROVIDER OFFERING VIDEO SERVICE IN THE CITY PURSUANT TO A VIDEO SERVICE AUTHORIZATION; AUTHORIZING THE CITY MANAGER TO GIVE NOTICE TO THE VIDEO SERVICE PROVIDERS OF THE VIDEO SERVICE PROVIDER FEE; AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio General Assembly enacted Sections 1332.21 through 1332.34 of the Ohio Revised Code, effective September 24, 2007, to provide a statewide "uniform regulatory framework" for the provision of cable television and/or other video service, which will substantially reduce the City of Kent, Ohio's traditional franchising authority to regulate cable and/or video service offered in the City using facilities located in the City's public right-of-way; and

WHEREAS, the City of Kent, Ohio has had cable television franchise agreements with Time Warner Cable, Inc. which expired by their own terms, and changed franchise fees of five percent (5%) of the gross revenues which the video service provider received from their subscribers; and

WHEREAS, pursuant to R.C. Section 1332.23, as of September 24, 2007, any new video service provider intending to provide video service to subscribers must apply for and obtain a video service authorization from the Director of the Ohio Department of Commerce; and

WHEREAS, the Ohio Bell Telephone Company, an Ohio corporation that uses the name AT&T Ohio ("AT&T"), approached the City and received authority to offer its Project Lightspeed/"U-verse" video service in the City, until it is able to apply for and obtain a video service authorization from the Director of the Ohio Department of Commerce pursuant to R.C. Section 1332.23; and

WHEREAS, R.C. Section 1332.23(B)(2) also permits a cable operator with an effective franchise agreement to terminate its franchise with the City, at its option, by applying for a state-issued video service authorization when a competitive video service provider either gives notice that it will begin providing service or actually begins providing service to subscribers in the City; and

WHEREAS, under R.C. 1332.32, a video service provider that is providing service to subscribers in the City pursuant to a state-issued video service authorization must pay the City a video service provider ("VSP Fee") based on a percentage of the provider's "gross revenues" derived from providing video service in the City, not to exceed five percent (5%) of such gross revenues; and

WHEREAS, R.C. Section 1332.32(C) requires that the percentage of gross revenues on which VSP Fees are paid must be the same as the percentage of gross revenues that a cable operator pays pursuant to a franchise agreement that is in effect, or, if there is no effective franchise agreement under which franchise fees are payable for a given calendar quarter, the VSP Fee shall be zero percent (0%) of gross revenues unless the City determines by Ordinance that the VSP Fee will be a percentage of gross revenues not to exceed five percent (5%) of gross revenues; and

WHEREAS, R.C. Section 1332.32(C)(2) further requires the City to provide all video service providers offering service in the City with notice of the VSP Fee requirements within ten (10) days of receiving notice from the video service provider, pursuant to R.C. 1332.27(A), that it will begin offering service in the City, or the video service provider is not required to pay the VSP Fee to the City; and

WHEREAS, R.C. Section 1332.32(B)(2)(g) provides that the VSP Fee is paid on a base of gross revenues consisting of revenues received from subscribers only, unless the City specifically enacts an Ordinance uniformly applicable to all video service providers requiring that advertising revenues also be included in the base of gross revenues on which the VSP Fee is paid; and

WHEREAS, R.C. Section 1332.32(B)(2)(g) requires the City to promptly notify affected video service providers of the Ordinance determining to include advertising revenues in the base of gross revenues on which the VSP Fee is paid, but provides that the requirement to include advertising revenues in the base of gross revenues does not take effect until the first day of the first calendar quarter that begins more than thirty (30) days after giving such notice; and

WHEREAS, in order to minimize the negative financial impact of the statewide franchising law on the City, it is the intent of this Council to charge the maximum Video Service Provider Fee with the most expansive definition of gross revenues allowed by law; and

WHEREAS, in order to provide timely notice to a video service provider of the VSP Fee, it is necessary for this Council to determine now the percentage of gross revenues that shall be paid as a VSP Fee and that advertising revenues shall be included in the base of gross revenues on which the VSP Fee is paid, and to authorize the City Manager to provide the appropriate notice of the VSP Fee to a video service provider within ten (10) days of the City receiving notice that a video service provider will begin providing service in the City, or has notice that a video service provider is providing video services within the City.

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

SECTION 1. Subject to Ohio Revised Code Section 1332.32 becoming effective and in accordance with the requirements of R.C. Section 1332.32, all video service providers providing video service in the City pursuant to a video service authorization obtained from the Director of the Ohio Department of Commerce shall pay Video Service Provider Fees ("VSP Fees") in the amount of five percent (5%) of gross revenues received from providing video service in the City, which gross revenue base shall include advertising revenues. The VSP Fee shall be paid quarterly not sooner than forty five (45) days nor later than sixty (60) days after the end of each calendar quarter.

SECTION 2. No later than ten (10) days from receipt of notice from a video service provider that it will begin providing video service in the City pursuant to a state issued video service authorization or if they are currently providing video services the City Manager is authorized and directed to provide such video service provider with notice of the VSP Fee as determined by this Council above, which notice may be given by overnight mail (return receipt), certified mail or other manner of delivery.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
DATE

MAYOR AND PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

I hereby certify that Resolution No. 2013- _____ was duly enacted this _____ day of _____, 2013, by the Council of the City of Kent, Ohio.

CLERK OF COUNCIL



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: November 26, 2013
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BOS*
RE: Contractor Registration

The City of Kent has utilized a system for registering contractors specializing in trades that require licensure with the State of Ohio, which includes electrical, plumbing, HVAC and fire suppression, for many years. The City does not, however, require contractors who work in construction trades such as excavation, concrete/paving, demolition, or who classify their scope of construction services as "general," to register as a contractor with the City because these trades do not need to secure a license through the State of Ohio.

Many of the smaller contractors that work in these more generalized construction trades do a good job of following the City's requirements for securing the necessary permit(s) before starting work and do schedule for inspections in accordance with various sections of the KCO. Recently, however, there has been an increase in the number of instances where some of these contractors have not obtained a permit and/or did not schedule for the necessary inspection prior to completing a project. Failing to follow the City's specified procedures for permitting and inspections can result in projects being completed in non-compliance with sections of the KCO, which can generate additional project costs for an unsuspecting homeowner and establishes conditions in the field that can develop into future maintenance concerns for the City.

The Community Development staff, in collaboration with staff from other City departments, has identified the registering of contractors working in the more generalized trades as a mechanism for promoting greater compliance with code requirements. Developing and implementing a formalized registration process will encourage these contractors to follow the permitting and inspection requirements delineated in certain sections of the KCO and allow for financial and/or work suspension sanctions to be applied to contractors that have multiple instances of non-compliance.

I am respectfully requesting time at the December 4, 2013 Committee session to discuss the contractor registration concept in greater detail and to seek Council's authorization to proceed with the development of a formalized process for the registration of contractors that work in construction trades that currently do not require licensure through the State of Ohio.

Thank you for your consideration of this request. If you need any additional information in order to add this item to the agenda, please let me know.

Cc: Jim Silver, Law Director
Linda Jordan, Clerk of Council
Bob Nitzsche, Building Services Supervisor
Gene Roberts, Service Director
Jim Bowling, City Engineer
John Osborne, Utilities Manager
Gerald Shanley, Facilities Manager

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Jordan

FROM: Jim Bowling

DATE: November 25, 2013

RE: SR 261 Resurfacing – ODOT Final Legislation and Appropriation Request

The engineering division is requesting council time to present a request from ODOT for the City of Kent to financially participate in an ODOT project that will, in part, resurface SR 261 from Summit Street north to the corporation limit. Kent will be required to pay 20% of the construction costs for the resurfacing in the City Limits. The original request for consent legislation was approved by Kent City Council in January, 2011 (Resolution 2011-09) and included the project being constructed in late 2014 or 2015. Since that time ODOT has moved the project schedule forward and would like to let the project on January 9, 2014.

Therefore, ODOT is now requesting final legislation, a signed contract and payment of the City's contribution. ODOT has estimated the City of Kent's contribution of the cost to be \$13,890 and is requesting payment by December 23, 2013. Currently, the costs for this project were included in the 2014 budget (\$25,000 shown on page 4-12), therefore \$13,890 needs to be appropriated to be able to pay ODOT in 2013. Attached is a copy of ODOT's request. The engineering division recommends approval.

C: Gene Roberts
Jim Silver
Dave Coffee
Pat Homan
file



OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 4 • 2088 SOUTH ARLINGTON ROAD • AKRON, OHIO 44306 • (800) 603-1054
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • ANTHONY M. URANKAR, DISTRICT DEPUTY DIRECTOR

November 21, 2013

RECEIVED

NOV 22 2013

Dept. of Public Service

City of Kent
930 Overholt Road
Kent, OH 44240

Attention: James Bowling, City Engineer

Subject: POR-SR43/59/261-13.21/5.86/3.51
Federal Project No. E091(308) – PID No. 86930

Dear Mr. Bowling:

Transmitted herewith is the Final Legislation relating to the above referenced project.
Enclosed are the following items:

- a-Two copies of the suggested Final Resolution
- b-One Fiscal Officers Certificate
- c-Two Contracts
- d-One original and one copy of Official Highway Invoice No. 10293
- e-One original and one copy of the Escrow Agreement for the Highway Improvement

For Specification book please go to:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Specifications/2010CMS/2010Specbook.aspx>

Items **a**, **b**, and **c** are required to be executed in this chronological order given 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, it is a sample. This sample form may be utilized by the local Public Agency or submit a copy of their Final Resolution.

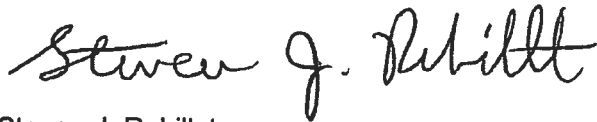
When the legislation has been properly executed, one original of item **a** (or an original of the LPA's Final Resolution), one original of item **b**, two originals of item **c**, one original of item **d** must be returned to this office.

In addition to the above documents, a check for the invoiced amount **OR** one original of item **e**, must also be returned.

Since it is contemplated to schedule this project for letting, **January 9, 2014** and since the executed legislation must bear the approval of the Attorney General, prior to advertising for bids, these documents must reach this Office no later than **December 23, 2013**.

Respectfully,

James G. Kinnick, P. E.
Planning and Engineering Administrator



Steven J. Rebillot
Planning Administrator

JGK/SJR:vb

c: file

Enclosures

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

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 **19th day of January, 2011**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of resurfacing 1.55 miles on SR 261, 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 **Thirteen Thousand Eight Hundred Ninety and - - - 00/100 Dollars, (\$13,890.00)**, 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 **Thirteen Thousand Eight Hundred Ninety and - - - - 00/100 Dollars (\$13,890.00)** 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.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 2____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of _____, 2____.

Legislative Authority of the
City of Kent, Ohio

City Manager

Clerk (Secretary Ex-Officio)

SEAL
(If Applicable)

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$13,890.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **State Route 43/59/261**, lying within the corporate limits of the City of **Kent**, more particularly described as follows:

The project consists of resurfacing 1.55 miles on SR 261, 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 resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 2013.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the City of
Kent, Ohio

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.

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 resurfacing 1.55 miles on SR 261, 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.
2. 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 **Thirteen Thousand Eight Hundred Ninety and - - - 00/100 Dollars, (\$13,890.00).**
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

1. 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
217 East Summit Street
Kent, Ohio
44240

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. 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, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; 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, disability, or age. 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.
2. 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.
6. 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.

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: _____

**OHIO DEPARTMENT OF TRANSPORTATION
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: Jeffrey M. Hisem, Administrator
Attn: Kathy Wald
Ohio Department of Transportation
Office of Estimating - #4160
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

Division: Planning Administration
PID No. 86930
Project No. _____ (2014)
Invoice No. 10293
November 14, 2013

To: David Coffee
Finance Director
217 East Summit Street
Kent, Ohio
44240

Federal Project No. E091(308)
Portage County
City of Kent
State Route 43/59/261
Section 13.21/5.86/3.51

PLEASE ENCLOSE ONE COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation	Type of Agreement	Amount
		\$13,890.00

Contract amount \$13,484.75
 ODOT Engineering amount \$ 405.25

For the improvement of that portion of **State Route 43/59/261**, more particularly described as follows:

The project consists of resurfacing 1.55 miles on SR 261, lying within the City of Kent.

c: Original & 2cc City of Kent
District (4) Engineer
Accounts Receivable
Invoice File

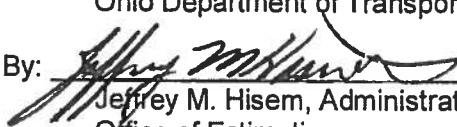
Total Amount Due \$13,890.00

Approved For Payment

Signature _____

Title _____

Date _____

Ohio Department of Transportation
 By: 
 Jeffrey M. Hisem, Administrator
 Office of Estimating

ESCROW AGREEMENT FOR HIGHWAY IMPROVEMENT

This agreement made and entered at _____, Ohio, this ____ day of _____, 2013, by and between the Legislative Authority of _____, Ohio, The Ohio Department of Transportation (ODOT) and _____ (FINANCIAL INSTITUTION) _____, Ohio,
(address) (city)
(zip code) (telephone no.)

WITNESSETH

That for and in consideration of the covenants and agreements of the parties herein contained. The ODOT hereby expressly authorizes the City to deposit the pre-bid estimate (or some larger amount) of said City's participation share of project cost in the amount of **Thirteen Thousand Eight Hundred Ninety and - - - 00/100 Dollars, (\$13,890.00)**, as required by the ODOT's Invoice No. **10293**, dated the **November 14, 2013**, on project described as: **Portage County - City of Kent - State Route 43/59/261 - Section 13.21/5.86/3.51 - Federal Project No. E091(308)**, in an interest bearing account, repurchase agreement or certificate of deposit with the FINANCIAL INSTITUTION. The City hereby agrees to deposit into the aforementioned account funds in the amount of \$_____. **The Financial Institution shall fax confirmation of this act (ex: deposit slip - not escrow agreement) to Jeffrey M. Hisem, Administrator, Attn: Kathy Wald, Office of Estimating, within 24 hours of deposit.** Such funds shall thereupon remain on deposit for the credit of the ODOT and said City, until such time as payment of the City's estimated participation share, as determined after receipt of bids, is ordered to be paid by the Administrator of the Office of Estimating or the Director of ODOT. Upon receipt of such order for payment, **IN THE FORM OF A REVISED INVOICE**, the FINANCIAL INSTITUTION hereby agrees to deliver and pay over to The ODOT, by return mail within Twenty-four (24) hours, the funds so requested (but in no event more than the amount of the pre-bid estimate), and to deliver and pay over to the City the accrued interest thereon and any balance that may remain. (The City's ultimate share of the cost shall be determined in accordance with the FINAL RESOLUTION and the CONTRACT).

It is understood and agreed that funds on deposit pursuant to this agreement may be invested by the FINANCIAL INSTITUTION as provided herein and in accordance with applicable law and regulations. It is also expressly understood that the Local Public Agency shall not withdraw any funds.

Legislative Authority of the City of
Kent, Ohio

Attest

Clerk of City Council

Attest

City Manager

Attest

Presiding Office of
Legislative Authority

The Ohio Department of Transportation

(Financial Institution)



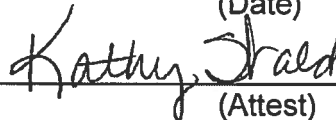
Director of Transportation

(Address)

11-14-13

(Date)

(City)



(Attest)

(Zip Code)

by:

(Signed by officer of Financial Institution)

(Please print bank officer's name)

(Title)

(Date)



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

To: Dave Ruller, City Manager
From: David A. Coffee, Director of Budget and Finance
Date: November 19, 2013
Re: Final FY2013 Appropriation Amendments, Transfers, and Advances

The following appropriation amendments are hereby requested for the December 4,, 2013 meeting of the City Council Finance Committee:

Fund 001 – General Fund

Increase	\$ 10,000	Community Dev / Other (O&M) – Funding for Small Business Development Services, per Bridget Susel memo dated 11/18/13.
Increase	\$ 375,000	Econ Dev / Other (O&M) – Funding for loan to College Town Kent, LLC authorized per KCC, Ord. 2011-67, dated 8/17/11 - listed to coincide with Appropriation Amendment Exhibit being presented for 12/18/13 Council action.
Increase	\$ 6,300	Engineering / Other (O&M) – Funding for Phase I Environmental on proposed site for new Police Facility, per G. Roberts email of 11/15/2013.
Increase	\$ 16,000	Community Support / Other (O&M) – Addt'l funding to pay required 25% share of New Revenue generated by KSU Hotel to Convention & Visitors Bureau.

Fund 301 – Capital

Increase	\$ 6,000	Capital / Contract - To pave walking path frontage, fully funded by Forfeited Cash Bond held by City, originally posted by developer Crossings at Golden Pond, LLC
Decrease	\$ 7,500	Capital / Contingency – Transfer to fund Capital Equipment for Council Chambers renovation
Increase	\$ 7,500	Capital / Capital Equipment - Funding to complete Council Chambers renovation

The final appropriations amendment will reflect the remaining operating contingency funds as a separate item on the appropriations ordinance attachment. This will enable the transfer of contingency funds to either operating or personnel lines as needed.

I will continue to work with the Departments/Divisions during the next two weeks to resolve remaining or anticipated negative budget variances and would also request favorable consideration of any additional items that may be subsequently identified.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: November 18, 2013
TO: David Coffee, Budget & Finance Director
FROM: Bridget Susel, Community Development Director *BS*
RE: Appropriations Request: Summit Medina Business Alliance

The Kent City Council is expected to finalize its approval of an agreement with the Summit Medina Business Alliance (SMBA), for the provision of small business development services, at the upcoming November 20th Council meeting. The City will be providing the funding needed for the majority of these services through its 2013 CDBG allocation. An additional \$10,000 in general fund support also is needed in order to address other eligible costs associated with the provision of services that do not fall within the regulatory parameters established by the U.S. Department of Housing and Urban Development (HUD).

The needed CDBG appropriations has been formalized with the approval of the City's 2013 Annual Action Plan, but the general fund appropriations of \$10,000.00 will need formal legislative authority before a contract can be executed between the City and the SMBA.

I am respectfully requesting that the request for \$10,000 in general fund appropriations be presented to Council for consideration at the December 4, 2013 Committee session.

Please let me know if you need any additional information in order to process this request.

Thank you.



David Coffee <coffeed@kent-ohio.org>

Phase I Environmental Site Assessment

1 message

Gene Roberts <roberts@kent-ohio.org>

Fri, Nov 15, 2013 at 4:28 PM

To: Bridget Susel <SuselB@kent-ohio.org>, Dave Ruller <RullerD@kent-ohio.org>, David Coffee <CoffeeD@kent-ohio.org>, Michelle Lee <lee@kent-ohio.org>

Cc: James Bowling <BowlingJ@kent-ohio.org>, Sheri Chestnutwood <Chestnutwood@kent-ohio.org>

David,

Attached is the B&N Proposal for a Phase I Environmental Site Assessment. The proposed fee is \$6,300 which is available as we speak in the Engineering Professional Services line but will need to be replaced before the end of the year as Jim has planned uses for his balance.

It appears from Service Department records that the current PO encumbrance with B&N totals \$15,000 and when adding the \$6,300 the total goes to \$21,300 thus currently not requiring BOC.

Please verify that the Service Department PO encumbrance is the correct City total and that the \$6,300 can be replaced in Jim's budget before year end.

As B&N proceeds with the Phase I work we will obtain a price for Phase II (drilling & testing).

thanks
gene

 **B&N Ph 1.pdf**
2762K



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: November 24, 2013

TO: David Ruller, City Manager

FROM: Bridget Susel, Community Development Director *B.S.*

Subject: Semi-Annual EDA Revolving Loan Fund Certification

The Economic Development Administration (EDA) requires the City of Kent's Revolving Loan Fund (RLF) Committee and Kent City Council to semi-annually certify that the City is administering its EDA-funded RLF business loan program in accordance with the region's economic development plan and the EDA's regulatory requirements.

The RLF Committee is scheduled to hold a meeting in the coming week and it is anticipated the Committee will unanimously approve certifying the City's EDA business loan program. I am respectfully requesting time at the December 4, 2013 Committee session to seek Council approval of a resolution affirming that the City's program is consistent with the economic development focus for the region and that it is being administered in compliance with all EDA programmatic standards.

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

Cc: Dan Smith, Economic Development Director
Linda Jordan, Clerk of Council

MEMORANDUM
DEPARTMENT OF COMMUNITY DEVELOPMENT
City of Kent

Date: November 26, 2013

To: Dave Ruller, City Manager

From: Jennifer Barone, Development Engineer *JB*

Re: Crossings at Golden Pond
Shaw Drive

Copy: Bridget Susel, Director of Community Development
Linda Jordan, Clerk of Council
Jim Silver, Law Director
Gene Roberts, Service Director
Jim Bowling, City Engineer
Project file

I hereby respectfully request City Council agenda time on December 4, 2013 to consider acceptance of water main, sanitary sewer & access easement and acceptance of a shared use facility (asphalt path) easement.

The water main, sanitary sewer & access easement were installed with the initial construction of the development. The usually dedication process was interrupted when the economy declined and the developer abandoned the project. This put the onus on the condominium association to request the dedication and provide the maintenance bond. The condominium association had difficulty financing the maintenance bond. In the mean time, the western half of the project went to Sheriff's sale and was purchased by the bank who then sold it to another developer. You will note that both parties have signed the easement agreement to cover the entire development. I have received a check to cover the maintenance bond for these items. Emergency declaration is being requested.

The shared use facility (asphalt path) was one of the items not completed by the developer. The City used the performance bond monies to complete this item. Originally the path was to totally within the road right-of-way. However, at some point two new utilities poles were installed that would have interfered with the path. The alignment had to be adjusted by moving it further from the road. This resulted in a portion of the path being located on the condominium association property. Therefore, an easement is needed.

There is one other easement that require Council's acceptance. However, the signed easement agreement has not yet been received by staff. These will be presented at a later date.



"Helping to Guide Community Associations Throughout Ohio"

Agent For
Crossings at Golden Pond

October 3, 2013

Jennifer Barone
Development Engineer
City of Kent

RECEIVED

OCT 7 2013

COMMUNITY DEVELOPMENT
CITY OF KENT

RE: Easement

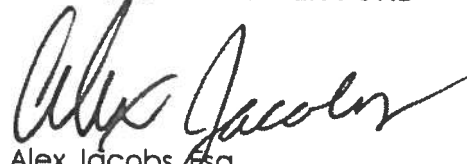
Dear Ms. Barone,

Please find enclosed the signed easement agreement and check for the access and utility easements. It is my understanding that these are the last items needed to complete the dedication of the association sewer lines. Please let me know right away if there is anything else.

It is also my understanding that you have graciously agreed to take these documents to city council for their approval. Please let me know what your time frame will be on this matter so I can pass that on to the Board.

We appreciate all of your help in this matter. If you have any questions or concerns please call the office at 234-209-9140, or contact me at assistant@gracepropertyservicesllc.com.

Respectfully yours,
GRACE PROPERTY SERVICES
Agent
CROSSINGS AT GOLDEN POND



Alex Jacobs, Esq.
Manager, GPS

CC: File, Board Pres.

Association Management • Association Leasing • Association Sales
1875 South Main Street Suite 201 North Canton, Ohio 44720
Tele: 234-209-9140 Fax: 234-209-9141

RECEIVED SEP 09 2013

EASEMENT AND RIGHT-OF-WAY AGREEMENT

ACCESS AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is acknowledged and such other consideration as is herein below set forth, the undersigned Crossings as Golden Pond Unit Owner's Association Inc., an Ohio Non-Profit Corporation and Kent Investment Partners, LLC, hereinafter referred to as "Grantor(s)", who claim title to certain real estate by deed recorded in Image No. 200505215 of the Portage County records, do (or does) for their heirs, successors, and assigns, hereby give, devise, grant and convey to the City of Kent, Ohio, a municipal corporation, which is hereinafter referred to as "Grantee", its successors and assigns, the perpetual right to a permanent exclusive easement and right-of-way to lay, maintain, operate, repair, remove and replace water lines, sanitary sewers and other utility lines, including gas, electric, telephone, cable TV and related necessary appurtenances and for emergency access over and through said real estate situated in the City of Kent, County of Portage, State of Ohio and known as being a part of Lot 3 of original Brimfield Township, said easement being more fully described as follows:

Commencing at a 1-inch iron pin found in a monument box at the intersection of the centerline of Sunnybrook Road (60 feet wide) (a.k.a. Uniontown Kent Road) (a.k.a. Township Highway 11) with the centerline of Currie Hall Parkway:

Thence South 17° 00' 00" West, along the centerline of said Sunnybrook Road, a distance of 1633.85 feet to the northeasterly corner of a parcel of land described in a deed to Jon L. Horning, II as recorded in Volume 1139, Page 571 of the Portage County Deed Records and the Intersection of Meloy Road (60 feet wide) (a.k.a. Township Highway 92), said point being 0.03 feet southerly from and 1.12 feet westerly from a 1-inch iron pin found in a monument box.

Thence continuing South 17° 00' 00" West, along the centerline of said Sunnybrook Road and the easterly line of said Horning parcel, a distance of 317.04 feet to a point;

Thence North 77° 07' 59" West, a distance of 30.08 feet to a monument box found at the intersection of the centerline of Shaw Drive (private drive) with the westerly right-of-way line of said Sunnybrook Road, and the True Place of Beginning of land herein described;

Course 1: Thence South 17° 00' 00" West, along the westerly right-of-way line of said Sunnybrook Road, a distance of 27.66 feet to a point in the northerly line of a parcel of land described in a deed to Terry and S. Louise Neubert as recorded in Volume 972, Page 534 of the Portage County Deed Records, said point being .25 feet southerly from and 1.11 feet easterly from a ½-inch iron pin found;

Course 2: Thence North 77° 04' 26" West, along the southerly line of said Shaw Drive, a distance of 261.10 feet to a 1-inch iron pipe found;

- Course 3:** Thence North $77^{\circ} 12' 02''$ West, along the southerly line of said Shaw Drive, a distance of 155.07 feet to a point of curvature;
- Course 4:** Thence Northwesterly, continuing along the southwesterly line of said Shaw Drive, a distance of 596.02 feet along the arc of a curve that bears to the right, with a radius of 477.50 feet and a chord length of 558.08 feet bearing North $41^{\circ} 22' 28''$ West to a point of tangency;
- Course 5:** Thence North $05^{\circ} 36' 56''$ West, continuing along the westerly line of said Shaw Drive, a distance of 200.93 feet to a point of curvature;
- Course 6:** Thence Northwesterly, continuing along the westerly line of said Shaw Drive, a distance of 162.45 feet along the arc of a curve that bears to the left, with a radius of 472.50 feet and a chord length of 161.66 feet bearing North $15^{\circ} 27' 55''$ West to a point of tangency;
- Course 7:** Thence North $25^{\circ} 18' 53''$ West, continuing along the westerly line of said Shaw Drive, a distance of 183.05 feet to a point;
- Course 8:** Thence North $64^{\circ} 36' 38''$ West, a distance of 190.39 feet to a point in the easterly line of a 30 foot wide sanitary sewer easement;
- Course 9:** Thence South $84^{\circ} 32' 08''$ West, a distance of 30.00 feet to a point in the westerly line of said 30 foot sanitary sewer easement and the easterly right-of-way line of the Wheeling & Lake Erie Railroad;
- Course 10:** Thence North $05^{\circ} 27' 52''$ West, along the easterly right-of-way line of said Wheeling & Lake Erie Railroad, a distance of 271.33 feet to a 3/4-inch iron pipe found in the southerly right-of-way line of State Route 261 (width varies);
- Course 11:** Thence South $86^{\circ} 34' 27''$ East, along the southerly right-of-way line of said State Route 261, a distance of 30.36 feet to a point in the easterly line of said 30 foot sanitary sewer easement;
- Course 12:** Thence South $05^{\circ} 27' 52''$ East, parallel to the easterly line of said Wheeling & Lake Erie Railroad and along the easterly line of said 30 foot sanitary sewer easement, a distance of 243.34 feet to a point;
- Course 13:** Thence South $64^{\circ} 36' 38''$ East, a distance of 204.35 feet to a point of curvature in the northerly line of said Shaw Drive;
- Course 14:** Thence Southeasterly, along the northerly line of said Shaw Drive, a distance of 132.76 feet along the arc of a curve that bears to the right, with a radius of 89.00 feet and a chord length of 120.79 feet bearing South $88^{\circ} 32' 23''$ East to a point;
- Course 15:** Thence North $50^{\circ} 38' 43''$ East, a distance of 4.91 feet to a point;

- Course 16:** Thence Northeasterly, a distance of 136.62 feet along the arc of a curve that bears to the right, with a radius of 310.00 feet and a chord length of 135.52 feet bearing North $63^{\circ} 16' 14''$ East to a point in the westerly line of a parcel of land described in a deed to Golden Pond, L.L.C. as recorded in Image Number 200429663 of the Portage County Deed Records;
- Course 17:** Thence South $34^{\circ} 57' 49''$ East, along the westerly line of said Golden Pond, L.L.C. parcel, a distance of 37.44 feet to a point;
- Course 18:** Thence South $84^{\circ} 13' 33''$ West, a distance of 24.86 feet to a point;
- Course 19:** Thence South $61^{\circ} 43' 33''$ West, a distance of 117.62 feet to a point of curvature in the easterly line of said Shaw Drive;
- Course 20:** Thence Southwesterly, along the easterly line of said Shaw Drive, a distance of 109.94 feet along the arc of a curve that bears to the right, with a radius of 89.00 feet and a chord length of 103.08 feet bearing South $09^{\circ} 24' 41''$ West to a point of reverse curvature;
- Course 21:** Thence Southwesterly, continuing along the line of said Shaw Drive, a distance of 30.66 feet along the arc of a curve that bears to the left, with a radius of 25.00 feet and a chord length of 28.77 feet bearing South $09^{\circ} 40' 13''$ West to a point of reverse curvature;
- Course 22:** Thence Southeasterly, continuing along the easterly line of said Shaw Drive, a distance of 182.69 feet along the arc of a curve that bears to the right, with a radius of 527.50 feet and a chord length of 181.77 feet bearing South $15^{\circ} 32' 13''$ East to a point of tangency;
- Course 23:** Thence South $05^{\circ} 36' 56''$ East, continuing along the easterly line of said Shaw Drive, a distance of 200.93 feet to a point of curvature;
- Course 24:** Thence Southeasterly, along the northeasterly right-of-way line of said Shaw Drive, a distance of 527.37 feet along the arc of a curve that bears to the left, with a radius of 422.50 feet and a chord length of 493.80 feet bearing South $41^{\circ} 22' 28''$ East to a point of tangency;
- Course 25:** Thence South $77^{\circ} 07' 59''$ East, continuing along the northeasterly line of said Shaw Drive, a distance of 420.15 feet to a point in the westerly right-of-way line of said Sunnybrook Road;
- Course 26:** Thence South $17^{\circ} 00' 00''$ West, along the westerly right-of-way line of said Sunnybrook Road, a distance of 27.57 feet to a monument box found at the intersection of the centerline of said Shaw Drive with the westerly right-of-way line of said Sunnybrook Road and the True Place of Beginning.

Containing within said bounds 2.5717 acres of land, be the same more or less, but subject to all legal highways and easements of record as surveyed by Michael C. Bramhall, P.S. 8073 for Bramhall Engineering and Surveying Company, Inc. in September of 2004. All bearings are intended to describe angles only. The basis of bearings used was a portion of the centerline of Sunnybrook Road (60 feet wide) (f.k.a. Uniontown Kent Road) (a.k.a. Township Highway 11), which was assumed to be South $17^{\circ} 00' 00''$ West.

The above described easement is known as being a part of existing Portage County Auditor's Permanent Parcel Number 45-003-00-00-014-000.

Together with the right of the City of Kent, its agents or employees, to store earth and materials during the period of construction, repair or replacement of such waterlines, sanitary sewers and other utility lines upon the premises of the Grantor on an additional strip of land ten (10) feet wide along the east and south sides of the above described easement.

And grantor(s) do agree to keep said easement free of all permanent structures, providing that the City of Kent, Portage County, Ohio shall operate and maintain said improvement as a public facility in accordance with the standards, policies and procedures of other similar public facilities within the City of Kent and shall properly backfill and restore the ground surface and ground cover vegetation to the condition existing immediately prior to such construction, reconstruction, maintenance or repair; except that said City shall not be required to repair any structures (such as buildings, driveways, light poles and appurtenances, catch basins, storm sewers, utility service lines, pavement, curbing or landscape islands belonging to Grantor and located within the easement and right-of-way, unless such damage was caused by an intentional act of negligence of the City of Kent, its agents, employees, contractors, licensees, or invitees.

Accepted by City of Kent Council: _____, 200~~9~~¹²

THIS INSTRUMENT PREPARED BY:

WAIVER OF RIGHT TO HAVE APPRAISAL.

OHIO DEPARTMENT OF TRANSPORTATION

Address: _____ Date: _____

ATTN:

RE: County ____, Route

Section

Parcel No.

Fed. No.

Dear Sir:

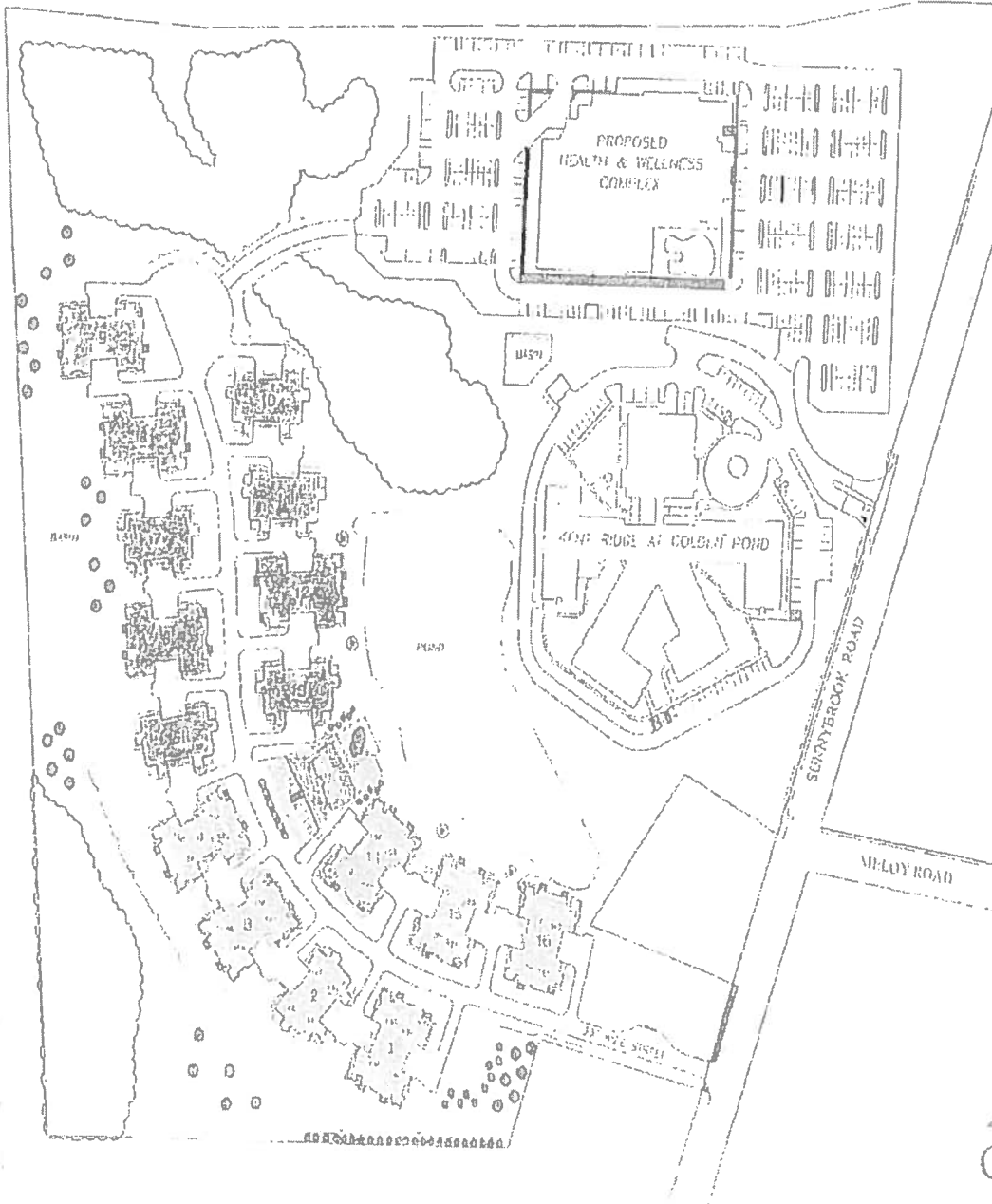
You have fully advised me/us that under both State and Federal laws, I/we have the right to have an appraisal made and receive payment of Fair Market Value (just compensation) for my/our property before I am/we are required to surrender possession. Notwithstanding this right, I/we hereby waive all or any parts of my/our rights noted above and willingly agree to the conditions as evidenced by descriptive records for the above parcel.

Very truly yours,

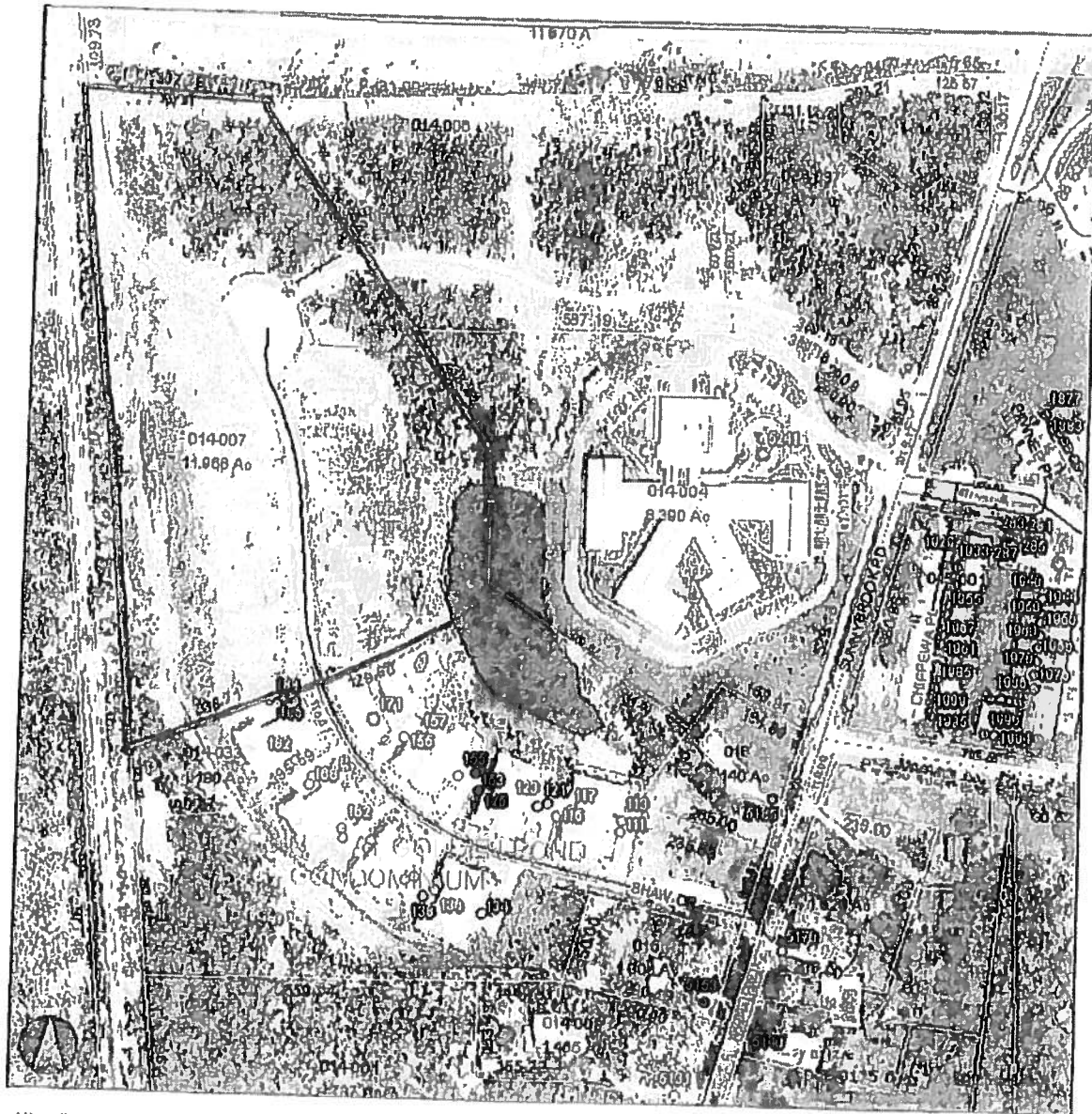
Owner - Crossings at Golden Pond
Agent: Lorie Gass



(This form shall be executed and shall be recorded with any easement of fee title granted to the City without the benefit of an appraisal of for a compensation less than the appraisal amount where an appraisal has been obtained where such easement of fee title property acquisition may be at some future date a part of a project where funds from State or Federal sources may be used in the construction of the improvement for which the easement of fee title was acquired)



Map



Miscellaneous Parcel Lines

Tax Parcels

Addresses

Landmarks

Streets

Jurisdictions

2011 Ortho Photos

[Red: Band_1

[Green: Band_2

[Blue: Band_3

EXHIBIT "A"

Crossings at Golden Pond

Cost Estimate - Public

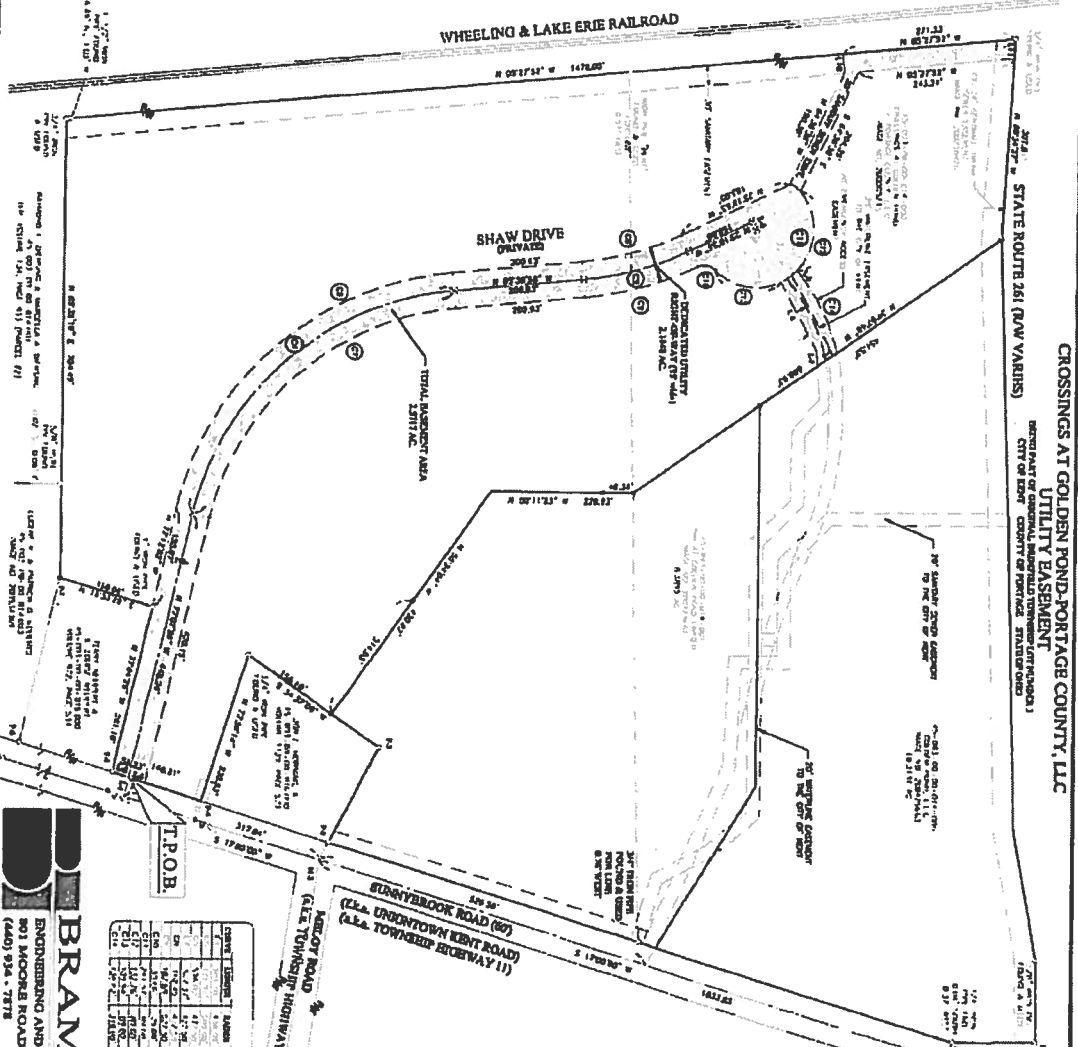
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Item	Description	QTY	Unit	Unit Cost	Total Cost
Sanitary Sewer					
1	8" sanitary sewer w/premium fill	1249	LF	\$ 45.00	\$ 56,205.00
2	8" sanitary sewer w/o premium fill	215	LF	\$ 27.00	\$ 5,805.00
3	24" sanitary sewer w/o premium fill	247	LF	\$ 52.00	\$ 12,844.00
4	8" plug	1	EA	\$ 350.00	\$ 350.00
5	sanitary manhole	12	EA	\$ 3,000.00	\$ 36,000.00
6	sanitary drop manhole	1	EA	\$ 4,500.00	\$ 4,500.00
Waterlines					
1	8" waterline	2015	LF	\$ 35.00	\$ 70,525.00
2	12" waterline	370	LF	\$ 50.00	\$ 18,500.00
3	8" line valve	5	LS	\$ 1,000.00	\$ 5,000.00
4	8" 11.25° bend	9	EA	\$ 300.00	\$ 2,700.00
5	8" 22.5° bend	2	EA	\$ 300.00	\$ 600.00
6	8" 45° bend	8	EA	\$ 300.00	\$ 2,400.00
7	12x12x8" ee	1	EA	\$ 800.00	\$ 800.00
8	12x12x12" tee	1	EA	\$ 1,000.00	\$ 1,000.00
9	12" line valve	4	EA	\$ 1,750.00	\$ 7,000.00
10	8" 11.25° bend	1	EA	\$ 500.00	\$ 500.00
11	8" 22.5° bend	2	EA	\$ 500.00	\$ 1,000.00
12	fire hydrant	8	EA	\$ 2,500.00	\$ 20,000.00
Asphalt Path					
1	6" limestone aggregate base	21	CY	\$ 25.00	\$ 525.00
2	1-3/4" asphalt base	6	CY	\$ 85.00	\$ 510.00
3	1-1/4" asphalt surface	4	CY	\$ 90.00	\$ 360.00
subtotal					\$ 246,254.00
Contingency (10%)					\$ 24,625.40
TOTAL					\$ 270,879.40
10% MAINTENANCE BOND AMOUNT					\$ 27,087.94

1:04174/DRAWINGS/2-05-02/PLANS MAP 1-1 (CROSSING UTILITY EASEM)

TABLE OF REVISIONS

NO.	DESCRIPTION
01	AS SHOWN
02	REVISED PER COMMENTS
03	REVISED PER COMMENTS
04	REVISED PER COMMENTS
05	REVISED PER COMMENTS
06	REVISED PER COMMENTS
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CROSSINGS AT GOLDEN POND, POSTAGE COUNTY, LLC
 UTILITY EASEMENT
 DEPT. OF PUBLIC UTILITIES
 CITY OF DEPT.
 COUNTY OF PORTAGE, OHIO

BRAMHALL
 ENGINEERING AND SURVEYING CO., INC.
 801 MOORE ROAD
 AVON, OHIO 44011
 (440) 934-7878
 (440) 934-7879 FAX
 JOB NO. 04-1178

CURVE TABLE

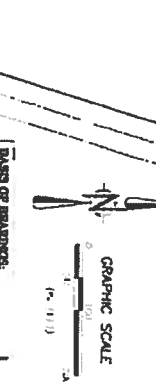
STATION	CHORD BEARING	CHORD LENGTH	ARC LENGTH	CHORD CURVATURE	CHORD CENTER	CHORD PERCENT
1+00.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+05.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+10.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+15.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+20.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+25.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+30.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+35.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+40.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+45.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+50.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+55.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+60.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+65.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+70.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+75.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+80.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+85.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+90.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+95.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
2+00.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000

LINE TABLE

STATION	CHORD BEARING	CHORD LENGTH	ARC LENGTH	CHORD CURVATURE	CHORD CENTER	CHORD PERCENT
1+00.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+05.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+10.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+15.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+20.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+25.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+30.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+35.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+40.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+45.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+50.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+55.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+60.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+65.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+70.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+75.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+80.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+85.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+90.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
1+95.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000
2+00.00	N 89° 15' 12" W	100.00	100.00	0.0000	0.0000	0.0000

BASES OF EASEMENTS
 THE EASEMENTS SHOWN ON THIS PLAN ARE BASED ON THE FOLLOWING ASSUMPTIONS:
 1. THE EASEMENTS ARE BASED ON THE CURRENT RECORD DRAWINGS AND FIELD SURVEY DATA.
 2. THE EASEMENTS ARE BASED ON THE CURRENT RECORD DRAWINGS AND FIELD SURVEY DATA.
 3. THE EASEMENTS ARE BASED ON THE CURRENT RECORD DRAWINGS AND FIELD SURVEY DATA.
 4. THE EASEMENTS ARE BASED ON THE CURRENT RECORD DRAWINGS AND FIELD SURVEY DATA.
 5. THE EASEMENTS ARE BASED ON THE CURRENT RECORD DRAWINGS AND FIELD SURVEY DATA.

LEGEND OF SYMBOLS AND LETTERS
 (1) 36" WATER MAIN
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P.O.C.
 CURRIER HALL PARKWAY

EASEMENT AND RIGHT-OF-WAY AGREEMENT
GRANTING EASEMENT FOR SHARED USE FACILITY
Affecting Parcel ID 45-003-00-00-014-007

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is acknowledged, and such other consideration as is herein below set forth, the undersigned Crossings at Golden Pond Unit Owners Association, hereinafter referred to as "Grantor(s)", who claim title to certain real estate by deed recorded in Image Number 200505215 of the Portage County records, do for their heirs, successors, and assigns, hereby give, devise, grant and convey to the City of Kent, Ohio, a municipal corporation, which is hereinafter referred to as "Grantee," its successors and assigns, the perpetual right to a permanent exclusive easement and right-of-way to lay, restore, operate, repair, remove and replace shared use waterlines, sewers and other utility lines, including gas, electric, telephone, cable TV and related necessary appurtenances over and through said real estate situated in the City of Kent, County of Portage, State of Ohio and known as being a part of Lot Number 3 of Original Brimfield Township, said easement being more fully described as follows:

Situated in the City of Kent, County of Portage, State of Ohio, known as being part of Original Brimfield Township Lot Number 3 and part of a parcel described in a deed to Crossings at Golden Pond – Portage County, L.L.C. as recorded in Image Number 200505215 of the Portage County Deed Records and further described as follows:

Commencing at a 1-inch iron pin found in a monument box at the intersection of the centerline of Sunnybrook Road (60 feet wide) (f.k.a. Uniontown Kent Road) (a.k.a. Township Highway 11) with the centerline of Currie Hall Parkway;

Thence South $17^{\circ} 00' 00''$ West, along the centerline of said Sunnybrook Road, a distance of 1633.85 feet to the northeasterly corner of a parcel of land described in a deed to Jon L. Horning, II as recorded in Volume 1139, Page 571 of the Portage County Deed Records and the intersection of Meloy Road (60 feet wide)(a.k.a. Township Highway 92), said point being 0.03 feet southerly from and 0.12 feet westerly from a 1-inch iron pin found in a monument box;

Thence continuing South $17^{\circ} 00' 00''$ West, along the centerline of said Sunnybrook Road and the easterly line of said Horning parcel, a distance of 200.09 feet to a point;

Thence North $72^{\circ} 56' 14''$ West along the southerly line of said Horning parcel, a distance of 30.00 feet to a point in the westerly right-of-way line of said Sunnybrook Road and the **True Place of Beginning** of land herein described;

Course 1: Thence South $17^{\circ} 00' 00''$ West, along the westerly right-of-way line of said Sunnybrook Road, a distance of 146.81 feet to a point in the northerly line of a parcel of land described in a deed to Terry C. and Sandra L. Neubert as recorded in O.R. Volume 399, Page 145 of the Portage County Deed Records, said point also being in the southerly line of Shaw Drive (Private). Said point being 0.25 feet southerly from and 1.11 feet easterly from a 1/2-inch iron pin found;

Course 2: Thence North $77^{\circ} 04' 26''$ West, along the northerly line of said Neubert parcel, a distance of 10.03 feet to a point;

Course 3: Thence North $17^{\circ} 00' 00''$ East, parallel with said centerline of Sunnybrook Road, a distance of 147.53 feet to a point in the southerly line of said Horning parcel;

Course 4: Thence South $72^{\circ} 56' 14''$ East, along the southerly line of said Horning parcel, a distance of 10.00 feet to a point in the westerly right-of-way line of said Sunnybrook Road and the **True Place of Beginning**.

Containing within said bounds 0.0338 of an acre of land, be the same more or less, but subject to all legal highways and easements of record as surveyed by Bramhall Engineering and Surveying Company, Inc. in September of 2004. All bearings are intended to describe angles only. The basis of bearings used was a portion of the centerline of Sunnybrook Road (60 feet wide) (f.k.a. Uniontown Kent Road) (a.k.a. Township Highway 11), which was assumed to be South $17^{\circ} 00' 00''$ West.

The above described easement is known as being a part of Portage County Auditor's Permanent Parcel Number 45-003-00-00-014-007.

The above described easement is intended to be 10 feet wide and parallel to the westerly right-of-way line of Sunnybrook Road.

Together with the right of the City of Kent, its agents or employees, to store earth and materials during the period of construction, repair or replacement of said shared use facility, waterlines, sewers and other utility lines upon the premises of the Grantor on an additional strip of land ten (10) feet wide along the east and south sides of the above described easement.

And grantor(s) do agree to keep said easement free of all permanent structures and to maintain said shared use facility in a manner that keeps it free of obstruction and/or abates any natural or man-made nuisance that impedes use, providing that the City of Kent, Portage County, Ohio shall operate and maintain said improvement as a public facility in accordance with the standards, policies and procedures of other similar public facilities within the City of Kent and shall properly backfill and restore the ground surface and ground cover vegetation to the condition existing immediately prior to such construction, reconstruction, restoration or repair; except that said City shall not be required to repair any structures, such as buildings, driveways, light poles and appurtenances, catch basins, storm sewers, utility service lines, pavement, curbing or landscape islands belonging to Grantor and located within the easement and right-of-way, unless such damage was caused by an intentional act of negligence of the City of Kent, its agents, employees, contractors, licensees, or invitees.

IN WITNESS WHEREOF, the Grantor has hereunto set its signature this 13th day of November, 2013.

WITNESS:

[Handwritten Signature]
[Handwritten Signature]

GRANTOR:

Crossings at Golden Pond
Unit Owners Association Inc.

By: [Handwritten Signature] PRESIDENT
Robert R. Rummel
President, Crossings at Golden Pond
Unit Owners Association Inc.

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Robert R. Rummel, President of Crossings at Golden Pond Unit Owners Association Inc., with whom I am personally acquainted and who upon oath acknowledged himself to be such President of aforementioned Crossings at Golden Pond Unit Owners Association and that he as such President being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of the Unit Owners Association as such President.

Witness my hand official seal this 13th day of November, 2013.

My Commission Expires: 4/27/18

[Handwritten Signature]
Notary



Jason C. Saal
Notary Public, State of Ohio
My Commission Expires
April 27, 2018

Accepted by City of Kent Council: _____, 2013

THIS INSTRUMENT PREPARED BY: James R. Silver