

March 28, 2012

A Letter of Request to Kent City Council

Dear City Council Members,

Tonight, Concerned Citizens Ohio and a group of Kent residents, as well as supportive area residents who feel Kent is the social, economic, physical, and commercial center of their lives, come formally before you to request that you consider an ordinance for human rights and for the banning of fracking.

The ordinance reaffirms residents' inalienable right to local self-governance and to clean water, clean air, and clean land. With those rights outlined, the residents are asking that you consider adopting a ban on horizontal high pressure hydraulic fracturing for natural gas (known legally as unconventional gas drilling) within the city limits.

We hope you will listen to those of us who have researched the issue and hear our reasons why the ordinance should be taken into a committee for consideration.

Thank you,

Kent City Residents
Township Residents

Undersigned to be found on the petitions attached.

The City of Kent, Portage County, Ohio
Ordinance No. _____ of 2012

**AN ORDINANCE ESTABLISHING A COMMUNITY BILL OF RIGHTS FOR KENT RESIDENTS AND
NATURAL COMMUNITIES AND PROTECTING THOSE RIGHTS BY PROHIBITING
UNCONVENTIONAL SHALE GAS EXTRACTION AND RELATED ACTIVITIES; AND BY
SUBORDINATING THE PRIVILEGES BESTOWED ON CORPORATIONS TO THE RIGHTS AND
GOVERNANCE OF THE PEOPLE**

SECTION 1. PREAMBLE

Whereas, this ordinance establishes a Bill of Rights which recognizes and secures the civil and political rights of Kent residents, pursuant to Article I, Section 20 of the Ohio Constitution which states: "This enumeration of rights shall not be construed to impair or deny others retained by the people, and all powers, not herein delegated, remain with the people;" and

Whereas, The Ohio Revised Code, Title VII, Chapter 743, Section 25 "Jurisdiction of municipal corporations to prevent water pollution" states that "No person shall pollute a running stream, the water of which is used for domestic purposes by a municipal corporation, by putting therein a putrid or offensive substance, injurious to health. The director of public service of a city or board of trustees of public affairs of a village shall enforce this section. The jurisdiction of a municipal corporation to prevent the pollution of its water supply and to provide a penalty therefore shall extend twenty miles beyond the municipal corporation limits;" and

Whereas, this ordinance bans the unconventional extraction of shale gas within the City, along with associated activities, because that extraction violates the civil rights of Kent residents, and because it threatens the health, safety, and welfare of residents and neighborhoods of Kent; and

Whereas, this ordinance removes legal powers and authority from gas extraction corporations within the City, in recognition that those legal powers are illegitimate and unjust, in that they place the rights of a corporate minority over the rights and political authority of a majority of the City of Kent residents; and

Whereas, this Ordinance shall be known and may be cited as "Kent' Community Protection from Shale Gas Extraction Ordinance;" and

Whereas, this Ordinance is enacted pursuant to the inherent right of the residents of The City of Kent to govern their own community, including, without limitation, the Declaration of Independence's declaration that governments are instituted to secure the rights of people, and the Ohio Constitution's recognition that "All political power is inherent in the people."

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City of Kent Council, that we hereby adopt the following ordinance, which establishes a Bill of Rights for the residents and communities of the City, bans commercial extraction of shale gas within The City of Kent because that extraction cannot be achieved without violating the rights of residents and communities or endangering their health, safety, and welfare; removes certain legal powers from gas extraction corporations operating within the City of Kent; nullifies state laws, permits, and other authorizations which interfere with the rights secured by this ordinance; and imposes liabilities and fines for violations thereof.

SECTION 2. FINDINGS AND INTENT

The City Council of Kent finds that the unconventional extraction of shale gas in the City of Kent, along with the transportation, disposal and storage of byproducts and the siting of related infrastructures violates the rights of residents and neighborhoods, and poses a significant threat to their health, safety, and welfare. Moreover, widespread environmental and human health impacts have resulted from unconventional gas extraction and related activities in other areas. Regulating the activity of commercial gas extraction automatically means allowing commercial gas extraction to occur within the City, thus violating the rights of residents and neighborhoods and endangering their health, safety, and welfare by allowing the deposit of toxins into the air, soil, water, environment, and the bodies of residents within our City.

Meaningful regulatory limitations and prohibitions concerning unconventional shale gas extraction, along with zoning and land use provisions, are barred because they conflict with certain legal powers claimed by resource extraction corporations. The City Council recognizes that environmental and economic sustainability cannot be achieved if the rights of municipal majorities are routinely overridden by corporate minorities claiming certain legal powers. The City Council also recognizes that sustainability cannot be achieved within a system of preemption which enables those corporations to use state governments to override local self-government, and which restricts municipalities to only that lawmaking specifically authorized by state government.

The City Council believes that the protection of residents, neighborhoods, and the natural environment constitutes the highest and best use of the police powers that this municipality possesses. The City Council also believes that local legislation that embodies the interests of the community is mandated by the doctrine of the consent of the governed, and the right to local, community self-government. Thus, the City Council hereby adopts this ordinance, which establishes a Bill of Rights for the residents and communities of the City, and which bans the unconventional extraction of shale gas within the City of Kent, along with associated activities, because that extraction and those activities cannot be achieved without violating the rights of residents and communities or endangering their health, safety, and welfare, and which removes certain legal powers from gas extraction corporations operating within the City of Kent, while nullifying state laws, permits, and other authorizations which interfere with the rights secured by this ordinance .

SECTION 3. DEFINITIONS

(a) "Corporation," for purposes of this law, shall include any corporation, limited partnership, limited liability partnership, business trust, or limited liability company organized under the laws of any state of the United States or under the laws of any country, and any other business entity that possesses State-conferred limited liability attributes for its owners, directors, officers, and/or managers.

(b) "Extraction" shall mean the digging or drilling of a well for the purposes of exploring for, developing or producing shale gas or oil or other hydrocarbons using a process commonly known as hydraulic fracturing and/or horizontal gas or oil well drilling.

(c) "Extraction, Production and Delivery Infrastructures" shall mean, but not be limited to, pipelines, processing facilities, compressors, as well as anything used for storage or transportation of shale gas extracted using unconventional extraction processes.

(d) "Hydraulic fracturing" shall mean an operation in which water, chemicals and a proppant are pumped into a wellbore at a rate sufficient to increase the pressure downhole to a value in excess

of the fracture gradient of the formation rock, causing the formation to crack, thus allowing the fracturing fluid to enter and extend the crack farther into the formation, forming passages through which shale gas or oil can flow.

(e) "Horizontal drilling" shall mean intentional deviation of a wellbore from the vertical for the purpose of reaching subsurface areas laterally remote from the point where a well drilling bit or similar equipment enters the earth at the surface.

(f) "Production Activities" shall include, but not be limited to, the siting of compressors; drill rigs; pipelines; waste water storage, treatment or processing facilities; temporary housing; and any extraction, production or delivery infrastructures related to or supporting unconventional extraction of shale gas.

(g) "Shale gas" shall mean any gaseous substance, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at standard temperature or pressure conditions, and/or gaseous components or vapors occurring in or derived from any petroleum product or from so-called "natural" gas.

(h) "Unconventional Extraction" shall mean extraction activities involving horizontal gas well drilling in combination with hydraulic fracturing.

SECTION 4. STATEMENTS OF LAW – RIGHTS OF KENT RESIDENTS AND THE NATURAL ENVIRONMENT

(a) *Right to Water.* All residents, natural communities and ecosystems in Kent possess a fundamental and inalienable right to maintain the sustainable access, use, consumption, and preservation of water drawn from natural water systems, springs and wells that provide water necessary to sustain life within the City.

(b) *Rights of Natural Communities.* Ecosystems and natural communities possess the right to exist and flourish within the City. The residents of Kent have the inalienable right to enforce and defend those rights to protect all ecosystems, including, but not limited to, wetlands, streams, rivers, aquifers, and other water systems, within Kent.

(c) *Right to a Sustainable Energy Future.* All residents, natural communities, and ecosystems in Kent possess a right to a sustainable energy future, which includes, but is not limited to, the development, production, and use of energy from renewable fuel sources and the establishment of local policies to advance this right.

(d) *Right to Self-Government.* All residents of Kent possess the fundamental and inalienable right to a form of governance where they live which recognizes that all power is inherent in the people, that all free governments are founded on the people's authority and consent, and that neither individuals nor corporate entities and their directors and managers shall enjoy special privileges or powers under the color of state law which purports to make community majorities subordinate to them.

(e) *People as Sovereign.* Kent shall be the governing authority responsible to, and governed by, the residents of the City. The people at all times enjoy and retain an inalienable and infeasible right to self-governance in the community where they reside.

(f) *Rights as Self-Executing.* All rights delineated and secured by this law shall be self-executing and these rights shall be enforceable against individuals, corporations and governmental entities.

SECTION 5. STATEMENTS OF LAW – PROHIBITIONS AND CORPORATE LEGAL PRIVILEGES

(a) It shall be unlawful for any corporation to engage in the unconventional extraction of shale gas or oil, utilizing in whole or in part the process commonly known as and herein defined as hydraulic fracturing within Kent. This prohibition explicitly exempts existing vertical gas wells that do not employ unconventional extraction processes.

(b) It shall be unlawful for any corporation, or any director, officer, owner, or manager of a corporation to use a corporation, to engage in the siting of unconventional extraction, production or delivery infrastructures within the City of Kent.

(d) It shall be unlawful for any corporation or any director, officer, owner or manager of a corporation to use a corporation to store, transport or process waste water, “produced” water, “frack” water, brine or other materials, chemicals or by-products used in the unconventional extraction of shale gas or oil. It shall be unlawful for any corporation, or any person using a corporation to deposit those materials into the land, air or waters within Kent.

(e) No permit, license, privilege or charter issued by any State or federal agency, Commission or Board to any person or any corporation operating under a State charter, or any director, officer, owner, or manager of a corporation operating under a State charter, which would violate the prohibitions of this Law or deprive any City resident(s), of any rights, privileges, or immunities secured by this Law, the Ohio Constitution, the United States Constitution, or other laws, shall be deemed valid within Kent.

(f) Corporations in violation of the prohibition against shale gas extraction, or seeking to engage in shale gas extraction shall not have the rights of “persons” afforded by the United States and Ohio Constitutions, nor shall those corporations be afforded rights under the 1st or 5th amendments to the United States Constitution or corresponding sections of the Ohio Constitution, nor shall those corporations be afforded the protections of the commerce or contracts clauses within the United States Constitution or corresponding sections of the Ohio Constitution.

(g) Corporations or individuals engaged in the extraction of shale gas or oil shall not possess the authority or power to enforce State or federal preemptive law against the people of Kent, or to challenge or overturn laws adopted by the Kent Board of Commissioners, when that enforcement or challenge interferes with the rights asserted by this law or interferes with the authority of the municipality to protect the health, safety, and welfare of its residents.

SECTION 6. LEGAL ENFORCEMENT

(a) Any person, corporation, or other entity that violates any prohibition of this Ordinance shall be guilty of a summary offense and, upon conviction shall be sentenced to pay the maximum fine allowable under State law for that violation, and shall be imprisoned to the extent allowed by law. A separate offense shall arise for each day or portion thereof in which a violation occurs and for each section of this Ordinance found to be violated.

(b) Enforcement of this article may be initiated by the Kent police department, or a designee of the City.

(c) Kent may also enforce this Ordinance through an action in equity. In such an action, Kent shall be entitled to recover damages and all costs of litigation, including, without limitation, expert and attorneys’ fees.

(d) Any City resident shall have the authority to enforce this Ordinance through an action in equity. In such an action, the resident shall be entitled to recover damages and all costs of litigation, including, without limitation, expert and attorney's fees.

(e) Any person who brings an action to secure or protect the rights of natural communities or ecosystems within Kent shall bring that action in the name of the natural community or ecosystem in a court of competent jurisdiction. Damages shall be measured by the cost of restoring the natural community or ecosystem to its pre-damaged state, and shall be paid to Kent or other applicable governmental entity, to be used exclusively for the full and complete restoration of the natural community or ecosystem.

SECTION 7. PEOPLE'S RIGHT TO SELF-GOVERNMENT

The foundation for the making and adoption of this Law is the people's fundamental and inalienable right to govern themselves, and thereby secure their rights to life, liberty, and pursuit of happiness. Any attempts to use other units and levels of government to preempt, amend, alter, or overturn this Law, or parts of this Law, shall require the City Council to hold public meetings that explore the adoption of other measures that expand local control and the ability of residents to protect their fundamental and inalienable right to self-government. Such consideration may include actions to separate the City from the other levels of government used to preempt, amend, alter, or overturn the provisions of this Law or other levels of government used to intimidate the people of Kent or their elected officials.

SECTION 8. SEVERABILITY

The provisions of this Law are severable. If any court of competent jurisdiction decides that any section, clause, sentence, part, or provision of this Law is illegal, invalid, or unconstitutional, such decision shall not affect, impair, or invalidate any of the remaining sections, clauses, sentences, parts, or provisions of the Law. The City Council of Kent hereby declares that in the event of such a decision, and the determination that the court's ruling is legitimate, it would have enacted this Law even without the section, clause, sentence, part, or provision that the court decides is illegal, invalid, or unconstitutional.

SECTION 9. REPEALER

All inconsistent provisions of prior Laws adopted by Kent are hereby repealed, but only to the extent necessary to remedy the inconsistency.

SECTION 10. EFFECTIVE DATE

This Law shall take effect immediately upon adoption, at which point the Law shall apply to any and all extraction of shale gas and oil in Kent regardless of the date of any applicable State or Federal permits.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 30, 2012
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Interim Community Development Director *B.S.*
RE: Downtown Outdoor Seating

A recent incident concerning the placement of outdoor seating on the sidewalk by a downtown business brought to light the fact that the outdoor seating initiative, formulated as a pilot program in 2003, had never been returned to City Council for consideration and approval of a permanent outdoor seating permit program.

The guidelines and policies included in the 2003 pilot program were recently reviewed by staff and some needed changes and updates were incorporated into the proposed 2012 program specifications. A copy of the updated proposed outdoor seating program guidelines and designated downtown area where the program will be applicable, has been attached for review and consideration.

I am respectfully requesting time at the April 4, 2012 Council Committee session to discuss the proposed establishment of a permanent outdoor seating program that can be utilized by downtown businesses interested in placing outdoor seating on the City sidewalk areas.

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

Cc: Outdoor Seating, 2012 file



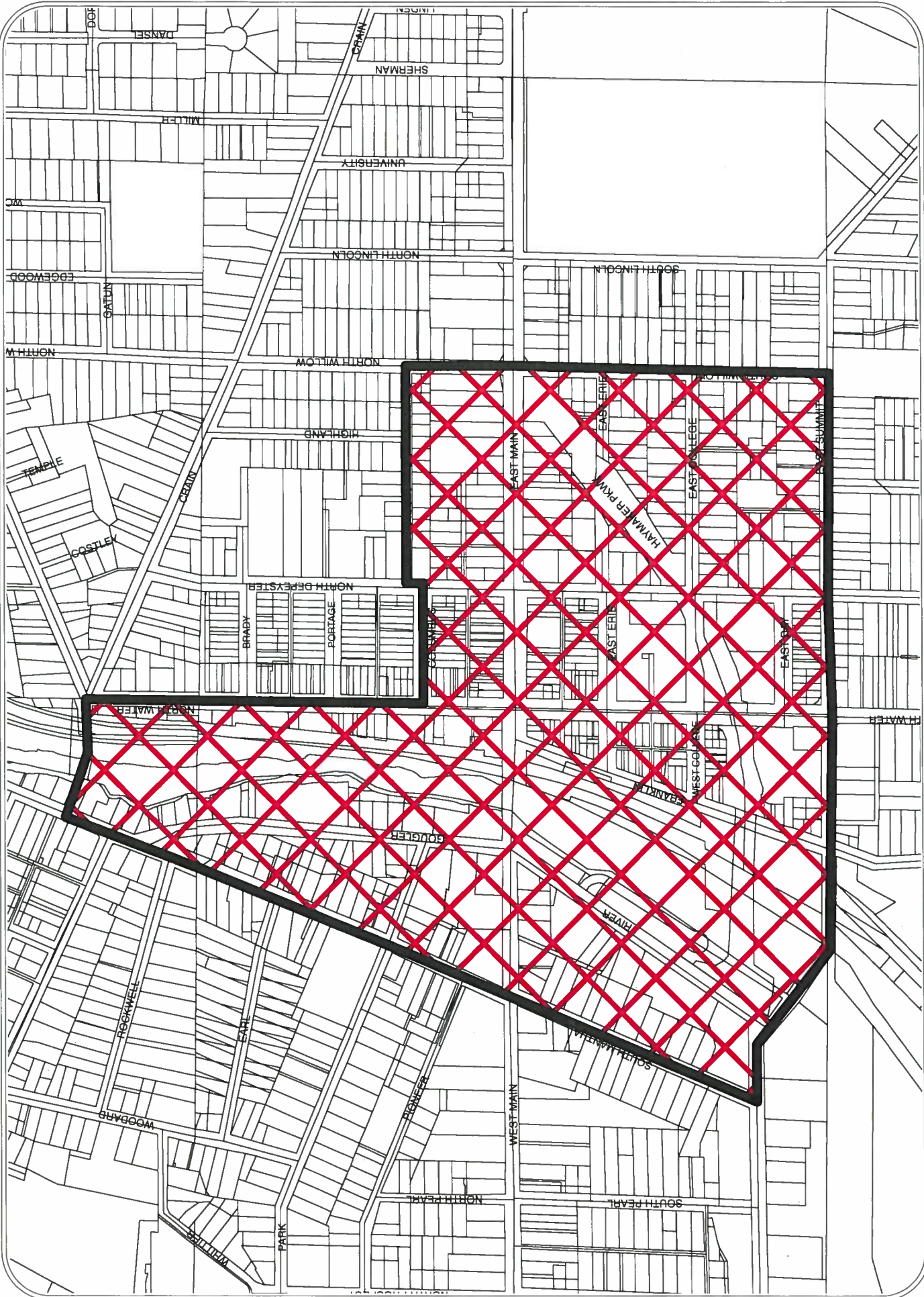
CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

Outdoor Seating Program Guidelines

- 1) The Community Development Department will issue permits for all outdoor seating to be located on sidewalks that are within the Outdoor Seating Program boundaries (see attached map).
- 2) The program utilizes City right-of-way property (sidewalk areas) so the serving or consumption of alcohol is prohibited in all outdoor sidewalk seating areas. Licensed liquor permit establishments cannot expand a liquor permit to include the outdoor seating area. NOTE: Licensed liquor permit operators that allow open containers of alcoholic beverages to exit liquor permit areas are in violation of the law and will be subject to any and all associated legal ramifications.
- 3) Outdoor sidewalk seating will be permitted in the designated Outdoor Seating Program area throughout the one (1) year period covered by the permit, but outdoor seating will be prohibited when any amount of snow is accumulated on the ground.
- 4) The permitted hours for outdoor sidewalk seating will be from 8:00 am to 7:00 p.m. or 30 minutes after sunset, dependent upon which timeframe is later. Daily placement and removal of outdoor furniture will be subject to the same designated time parameters as stipulated for permitted hours.
- 5) Tables cannot exceed three feet (3') in diameter and a maximum of four (4) seats per table will be allowed.
- 6) Placement of tables must be approved by Community Development Department staff and will be configured to ensure a minimum of five feet (5') clearance be maintained on the City right-of-way (i.e. sidewalk) to ensure adequate room for pedestrian traffic. Once placement has been approved by the Community Development Department, a business cannot change the seating configuration without having the new configuration reviewed and approved by the Community Development Department.
- 7) Business owners are responsible for keeping area clean of all debris, including but not limited to paper, litter, food, beverage spills, etc.
- 8) Business owners must provide proof of liability insurance at the time of annual permit submittal. Applications for renewal of outdoor seating permits will be accepted in January and February of each calendar year, with the renewal permit issued by March 1st of each year. New permit requests will be accepted throughout the year, but renewal will still be based on the January/February time period. No fee will be charged for issuance of the annual permit.
- 9) The business will need to certify that it indemnifies/holds the City harmless on its annual permit renewal application submission.
- 10) The outdoor seating area must be visible from the inside of the place of business, preferably from the serving counter and/or cash register area. The table and chairs cannot impede and/or block ingress/egress into a business establishment or any other building access points in the area.

- 11) Any outdoor sidewalk seating permit is revocable in situations of noncompliance. Automatic revocation of a permit will occur in the following instances:
 - a) Alcohol served or consumed in outdoor seating area.
 - b) Placement of table and chairs outside permitted area previously approved by Community Development Department staff.
 - c) Accumulation of trash or presence of food debris on sidewalk in outside seating area.
 - d) Unresolved and/or continued complaints of sidewalk access being impeded or unduly restricted.
 - e) Any other issue determined by the City to restrict the primary purpose of the public sidewalk for pedestrian use.
- 12) All outdoor sidewalk seating will be prohibited during special events (i.e. Heritage Festival, etc.) held within the Outdoor Seating Program area boundaries or at any other time designated by the City.
- 13) Music may be played in the permitted outdoor seating area, however, the volume must be maintained at a level that is audible to patrons seated in the immediate outdoor seating area only.



Proposed Outdoor Seating Program Boundaries





CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 29, 2012
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Interim Community Development Director *B.S.*
RE: NSP Grant: Parcel Transfer for Second New Construction

In the spring of 2009, the City received \$350,000 in Neighborhood Stabilization Program (NSP) grant funding from the Ohio Department of Development (ODOD) to be used for the demolition of nine (9) blighted structures and the construction of new single family housing units on three (3) of the cleared parcels. To date, nine (9) blighted and vacant structures have been razed and the first new housing unit is nearing completion.

Family & Community Services, Inc. is acting as the City's developer for the construction phase of the NSP grant and I am currently working with the agency on the initial planning for the second new housing unit to be developed as part of the NSP grant. The Community Development staff is respectfully requesting Council Committee time to discuss this project and to seek Council's approval, with an emergency declaration, for the transfer of the cleared parcels, located at 350 Harris Street, to Family & Community Services. The transfer of the parcels will allow Family & Community Services to move forward with the construction phase of this second grant-funded unit.

I have attached a copy of the purchase agreement for the property transfer. This is the same agreement format utilized for the property transfer of 527 Fairchild Avenue in 2011.

If you need any additional information in order to have this item added to the April 4, 2012 Council Committee schedule, please let me know.

Thank you.

Cc: NSP-350 Harris St. File

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and is effective as of the date of the execution hereof by the last party to sign by and between the CITY OF KENT, Ohio, 215 E. Summit Street, Kent, Ohio 44240 (hereinafter referred to as "Seller") and FAMILY & COMMUNITY SERVICES, INC., with a mailing address of 705 Oakwood Street, Ravenna, Ohio, 44266 (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, the Seller owns three (3) parcels located at 350 Harris Street, Kent, Portage County, Ohio, which is more fully described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the Seller desires to sell to Purchaser and Purchaser desires to buy from Seller such real estate upon and subject to the terms, provisions and conditions set forth herein below.

NOW, THEREFORE, in consideration of the above Recitals and covenants and promises hereinafter set forth, and for other good and sufficient consideration, the Seller and Purchaser covenant and agree as follows:

1. **AGREEMENT TO SELL.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the three (3) parcels located at 350 Harris Street, situated in Kent, County of Portage, Ohio, which is described in attached Exhibit "A", which is incorporated hereby by reference (hereinafter referred to as "the Property").

2. **PURCHASE PRICE.** The Purchaser agrees to pay to the Seller the sum of zero Dollars (\$0.00) for the Property which sum shall be payable in full at the closing date with the funds to be delivered to the Escrow Agent, Diamond Title Company, 4030 State Route 43, Suite 201, Brimfield, Ohio 44240, (hereinafter referred to as the "Escrow Agent").

3. **CONVEYANCE.** The Property shall be conveyed to Purchaser by General Warranty Deed conveying marketable title to Purchaser free and clear of all encumbrances and liens whatsoever, except easements, restrictions, reservations and conditions of record that do not, in the Purchaser's opinion, affect the use of the Property for Purchaser's intended use.

4. **TITLE COMMITMENT.** Within thirty (30) days after the date hereof, Seller shall obtain from the Escrow Agent and deliver to Purchaser a commitment to issue Purchaser an ALTA title insurance policy in the amount of the purchase price hereunder, together with a complete description of all easements, covenants, conditions, reservations and restriction of record. Purchaser shall have thirty (30) days after Purchaser's receipt of said commitment to advise Seller in writing that Purchaser either accepts the condition of title as reflected in said commitment (except for liens, if any, to be discharged by Seller at Closing) or that the condition of title is unacceptable to Purchaser. If Purchaser advises Seller that title is unacceptable due to identified exceptions to title,

then Seller shall remove such exceptions from title within thirty (30) days, failing which Purchaser shall within fourteen (14) days thereafter either (a) elect to terminate the Purchase Agreement and receive the prompt return of all funds deposited hereunder by Purchaser and either party shall be liable for damages hereunder to the other, or (b) accept such title as Seller is able to convey, without any reduction in the purchase price hereunder.

5. **TITLE INSURANCE.** Seller shall furnish to Purchaser an owner's title insurance policy in the amount of the purchase price, showing title to the Property to be good in Purchaser and subject only to the approved exceptions set for in Articles 3 and 4 herein. Said title insurance shall be issued to the Escrow Agent.

6. **INSPECTION OF PREMISES.** Within thirty (30) days from the date hereof, Purchaser is granted the right to conduct inspections of the Property, including without limitation, an environmental assessment. If it should be determined by Purchaser, in Purchaser's sole judgment, that the Property is not in satisfactory condition, Purchaser may terminate this Agreement by written notice to the Seller within sixty (60) days after the date hereof and this Agreement shall be null and void, and neither party shall be liable for damages hereunder to the other and all money therefore paid by the Purchaser shall be returned to the Purchaser. If such written notice from Purchaser to Seller is not given with sixty (60) days after date hereof, the condition of the Property shall have been accepted by the Purchaser and any objection thereto shall be deemed to have been waived.

7. **SELLER'S WARRANTIES.** Seller hereby represents and warrants to Purchaser as follows:

- (1) That it is the fee simple owner of the Property and is fully authorized and empowered to convey the Property as provided here;
- (2) That to the best of Seller's knowledge, there are no claims or unpaid bills for labor or material furnished for repair or improvement of the Property.

8. **PURCHASER'S WARRANTIES.** Purchaser hereby represents and warrants to Seller that they are purchasing the Property based only upon their own inspections of the Property.

9. **POSSESSION OF PREMISES.** Purchaser shall be entitled to exclusive possession of the Property on the Closing Date.

10. **NON-MERGER AND RELEASE OF SELLER FROM WARRANTIES.** All the terms, agreements, covenants, warranties and representations contained in this Agreement shall be deemed to have been made on the date hereof and at Closing and shall survive the Closing and the filing of the General Warranty Deed.

11. **ESCROW AGENT.** An executed copy of this Agreement shall be delivered to the Escrow Agent to serve as its escrow instructions. The Escrow Agent is authorized to attach hereto its standard form of acceptance of escrow without further signatures, provided, however, that where said standard form is inconsistent with the provisions of this Agreement, this Agreement shall be paramount. All funds and documents pertaining to this Agreement shall be deposited with the Escrow Agent not less than five (5) days prior to Closing.

12. **CLOSING**. Unless the parties or their respective counsel on their behalf, otherwise agree in writing, this transaction shall close in escrow:

- (A) When the Escrow Agent has received all of the funds and documents to be deposited with it hereunder and the Escrow Agent can record the General Warranty Deed and can issue an owner's title insurance policy in the full amount of the purchase price in favor of the Purchaser in accordance with provisions of Article 5 hereof.

Upon Closing, the Escrow Agent:

- (A) File the Grantee Statement, pay the Ohio State property transfer tax on the conveyance fee and charge the cost thereof, if any, to Seller;
- (B) File the General Warranty Deed for record, charge the cost of recording to Purchaser and deliver the General Warranty Deed to Purchaser when available;
- (C) Cause the title insurance to be issued and charge the cost of such examination, title commitment and the premium to the Seller;
- (D) Charge the cost of the survey, if any, to Seller;
- (E) Charge one-half (1/2) of its escrow fee to Seller and one-half (1/2) of its escrow fee to Purchaser;
- (F) Pro-rate real estate taxes between the parties as of the date of closing;
- (G) Disburse the balance of funds and documents in escrow to Seller and Purchaser as the respective interest appear.
- (H) Purchaser shall be responsible for any costs associated with the preparation and filing of any mortgage deed.

13. **PLACE/TIME OF CLOSING**. The delivery of all papers and funds and the place of closing of this transaction shall be at the offices of the Escrow Agent.

14. **BROKERAGE COMMISSION**. Each party represents and warrants to the other party that the warranting party has not had any contract or dealing regarding the Property, nor any communication in connection with the subject matter of this transaction, through or with any licensed real estate broker or other person who can claim a right to a commission or to a finder's or similar fee as a procuring cause of the sale contemplated herein.

15. **ENTRY OF PURCHASER PRIOR TO CLOSING**. Prior to Closing, Purchaser, its agents and employees shall have the right to go upon the Property to make such inspections and surveys as Purchaser shall deem advisable upon reasonable advance notice to Seller.

16. **NOTICES.** The Parties may contact each other at the following addresses:

TO SELLER:	City Manager City of Kent 215 E. Summit Street Kent, Ohio 44240	Finance Director City of Kent 325 S. Depeyster Street Kent, Ohio 44240
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WITH COPY TO: James R. Silver
Law Director
City of Kent
215 E. Summit Street
Kent, Ohio 44240

PURCHASER: Mark Frisone
Executive Director
Family & Community Services, Inc.
705 Oakwood Street
Ravenna, Ohio 44266

The above addresses may be changed from time to time by giving written notice thereof as herein provided.

17. **CONSTRUCTION.** This Agreement shall be interpreted under and in accordance with the laws of the State of Ohio.

18. **INTEGRATED AGREEMENT.** This Agreement represents the entire, complete and exclusive understanding by and between the parties and reduces to writing all prior oral agreements and negotiations of the parties and may not be altered, amended or otherwise changed unless in writing signed by both parties.

19. **HEADNOTES.** The headnotes are inserted only as a matter of convenience and as a matter of reference and in no way define, limit or describe the scope or intent of this Agreement nor in any manner affect this Agreement.

20. **BINDING EFFECT.** All covenants and conditions herein contained shall extend to and be binding upon the heirs, successors, assigns and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hand with the intent to be legally bound as of the date set below their respective signatures.

SIGNED IN THE PRESENCE OF:

SELLER: CITY OF KENT, OHIO

By: _____
David Ruller, City Manager

Date: _____

**PURCHASER:
FAMILY & COMMUNITY SERVICES,
INC.**

By: _____
Mark Frisone, Executive Director

Date: _____

APPROVED AS TO FORM:

James R. Silver, Law Director
City of Kent

STATE OF OHIO)
) SS
PORTAGE COUNTY)

BEFORE ME, a Notary public in and for said County, personally appeared DAVID RULLER, as City Manager, respectively, of the City of Kent, Ohio, who acknowledged that he did sign the foregoing Purchase Agreement and that the same is his free act and deed and the free act and deed of the City of Kent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Kent, Ohio, which ____ day of _____, 2011.

Notary Public

STATE OF OHIO)
) SS
PORTAGE COUNTY)

BEFORE ME, a Notary public in and for said County, personally appeared _____ as _____ of Family & Community Services, Inc. who acknowledges that he did sign the foregoing Purchase Agreement and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Kent, Ohio, which ____ day of _____, 2011.

Notary Public

Parcel 1

Situated in the City of Kent, County of Portage and State of Ohio; being the southeast corner of Harris and Pine Streets and having a frontage of 60 feet on Harris Street and being 148 feet deep, being a part of Lot 104 in Ainsworth Addition to the Village of Kent. *VOL 88, Pg. 43

350 Harris Street

Parcel No. ~~17-012-20-00-126-000~~ 17-007-10-00-032 ✓

Prior instrument reference: Volume 829 , Pages 255 - 256

Parcel 2

Situated in the City of Kent, County of Portage and State of Ohio; being a part of Lot No. 104 in Ainsworth's Addition to the City of Kent, and more specifically described as follows; beginning at a point in the east line of Pine Street, distant 160 feet from the point of intersection of the east line of Pine Street and the south line of Harris Street; running thence East and parallel with Harris Street, 60 feet to a point, thence running South and parallel with Pine Street, 38 feet to a point thence running West and parallel with the first mentioned line, 60 feet to a point in the east line of Pine Street; running thence North along said east line of Pine Street, 38 feet to the place of beginning, being a strip of land off the south end of Lot No. 104, and having a frontage of 38 feet upon Pine Street and extending back of equal width 60feet.

Parcel No. 17-007-10-00-033-000 ✓

Prior instrument reference: Volume 1151 , Pages 929 - 930


Parcel 3

Situated in the City of Kent, County of Portage and State of Ohio; being a part of Lot No. 104 in Ainsworth's Addition to the City of Kent, and more specifically described as follows; beginning at a point in the east line of Pine Street, distant 148 feet from the point of intersection of the east line of Pine Street and the south line of Harris Street; running thence East and parallel with Harris Street, 60 feet to a point, running thence South and parallel with Pine Street, 12 feet to a point running thence West and parallel with the first mentioned line, 60 feet to a point in the east line of Pine Street; running thence North along said east line of Pine Street, 12 feet to the place of beginning, being a strip of land off the south end of Lot No. 104, and having a frontage of 50 feet upon Pine Street and extending back of equal width 60 feet.

Parcel No. 17-007-10-00-034-000 ✓

Prior instrument reference: Volume 1151 , Pages 929 - 930

Witness his hand this 28th day of September 2011.

X 
James R. Silver, Administrator of
The Estate of Jerry D. Sales, Sr.

PS TAX MAP DEPT. 9
LEGAL DESCRIPTION 4-2-2011
 SUFFICIENT DEFICIENT
 NO DIVISION OF LAND



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 29, 2012
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Interim Community Development Director *bos.*
RE: Family & Community Services Loan Restructuring

In May of 2001, Family & Community Services executed a purchase agreement with the City for the acquisition of a parcel of land on which Miller Community House was later constructed. The purchase price for the parcel was \$35,000.00 and the repayment terms listed in the purchase agreement and promissory note required Family & Community Services to make an annual payment of \$2,500.00 to the City beginning in May of 2002, with a final balloon payment of \$10,000.00 due and payable on May 1, 2012.

I recently was contacted by Mark Frisone, Executive Director of Family & Community Services, concerning the pending balloon payment and he has asked me to respectfully request Council Committee time to discuss the possibility of modifying the loan repayment terms for the remaining balance of \$10,000.00 which is due in May.

I have attached a copy of the 2001 purchase agreement and associated promissory note for reference purposes. Mark Frisone will be attending the April 4, 2012 Council Committee session to discuss this request in more detail and to answer any questions Council members may have concerning the terms of the purchase agreement and the proposed restructuring of the loan balance.

If you require any additional information in order to add this item to the Council Committee schedule, please let me know.

Thank you.

Cc: Miller House 2001 Loan file

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 2001, by and between the City of Kent, Ohio, a duly chartered Ohio municipal corporation, its successors and assigns, hereinafter referred to as the "SELLER", and the Family and Community Services of Portage County, Inc., 143 Gougler Avenue, Kent, Ohio, an Ohio non-profit corporation hereinafter referred to as the "BUYER".

WITNESSETH:

WHEREAS, the SELLER owns a parcel of land known as Permanent Parcel # 17-028-00-00-015-000 situated in City of Kent, Portage County, Ohio; and

WHEREAS, the BUYER is a duly chartered Ohio corporation, and wishes to proceed with the purchase of said property from the SELLER which the SELLER wishes to sell as is hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein the parties hereto as follows:

I. **PURCHASE AND SALE**

The SELLER shall sell to the BUYER and the BUYER shall purchase from the SELLER on the terms and conditions set forth in this contract, the property described as follows:

Situated in the City of Kent, County of Portage, State of Ohio and known as being a part of original Franklin Township Lot 28 and being all of Parcel C as shown on the Dedication Plat for Anita Drive and Lawrence Drive as recorded in Vol. 99, Page 108 of the Portage County Records on the 23rd day of December, 1999.

II. **PURCHASE PRICE**

The BUYER agrees to pay for the SELLER'S interest in the subject premises the sum of Thirty Five Thousand Dollars (\$35,000.00) to be paid as follows: Buyer shall execute a Promissory Note and Mortgage Deed to Seller for \$35,000.00 at -0- per cent interest, payable in ten equal payments of \$2,500.00 due and payable annually, beginning on May 1, 2002 with a final balloon payment of \$10,000.00 due and payable on May 1, 2012. It is hereby specifically understood and agreed that this transaction shall provide for the conveyance of fee simple title to the BUYER from the SELLER, including all mineral rights. Closing shall occur on or at any time before June 30, 2001.

III. ESCROW AGENT

It is further agreed by and between the parties that Approved Statewide Title Agency, 320 E. Main Street, Ravenna, Ohio 44266, shall be the Escrow Agent for the handling of this real estate transaction.

IV. SELLER'S OBLIGATIONS

The SELLER agrees to sell, transfer and convey its interest in the aforesaid premises to the BUYER by good and sufficient Limited Warranty Deed, subject to the provisions of Article X, and subject to the release of any interest in said parcel of property that may be held by Silver Meadows, a Limited Partnership.

V. TAXES AND ASSESSMENTS

SELLER shall be responsible for all taxes and assessments, both general and special, levied against the subject premises that are a lien on the date of the Purchase Agreement for years prior to the date of closing. At closing, SELLER also shall pay or credit on the purchase price all other unpaid real estate taxes that are a lien for years prior to closing and a portion of such taxes for the year of closing, prorated through the date of closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation. Real estate taxes and assessments are subject to retroactive change by governmental authority. The real estate taxes for the Premises for the current tax year may change as a result of the transfer or as a result of a change in the tax rate.

VI. BUYER'S EXPENSES

It is hereby agreed by and between the parties that the SELLER shall be responsible to pay for the cost of the base title search, one-half of the escrow fee, preparation of the Limited Warranty Deed, and the cost of the title insurance in the amount of the purchase price as issued by Approved Statewide Title Agency, 320 E. Main Street, Ravenna, Ohio 44266, and the Portage County Conveyance Tax fee as required for transfer of ownership of the subject premises in this transaction. The BUYER shall be responsible for one-half of the escrow fee, the cost of recording the deed and mortgage deed.

VII. COVENANTS OF THE PARTIES

Both parties furthermore covenant that they will execute and/or deliver any and all instruments, documents and/or necessary papers and do all acts and things as are reasonably necessary for the escrow agent to expedite and facilitate the closing of this transaction.

VIII. POSSESSION OF PREMISES

The SELLER agrees to deliver complete possession of the parcel involved in this real estate transaction in the same condition as of the date of the execution of this Agreement, ordinary wear and tear excepted, on the date of closing of this transaction.

IX. BUYER'S INSPECTION OF THE PREMISES

The BUYER hereby represents, upon the execution of this Agreement, that it has inspected the demised Premises including all land involved in this transaction and is herewith satisfied with the present physical condition of the Premises; and it is further agreed by and between the parties that upon the consummation of this transaction, the demised Premises, including all land contained therein, shall pass from the SELLER to the BUYER in said condition.

X. BENEFIT OF HEIRS, EXECUTORS, ADMINISTRATORS, ETC.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of all of the parties to this Agreement.

XI. ENTIRE AGREEMENT

This Agreement constitutes the sole and only agreement between BUYER and SELLER respecting said sale and purchase described in this Agreement and correctly sets forth the obligations of BUYER and SELLER to each other as of this date. Any agreements or representations respecting said sale to the BUYER not expressly set forth in this Agreement are null and void.

XII. NO ASSIGNMENT

Neither this Agreement, nor any interest therein, shall be assigned by BUYER or SELLER without the written consent of the other.

XIII. BROKERAGE COMMISSION

There are no brokers involved in the transaction. If any brokerage commission is to be paid, it shall be paid by BUYER.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 21st day of May, 2001.

IN THE PRESENCE OF:

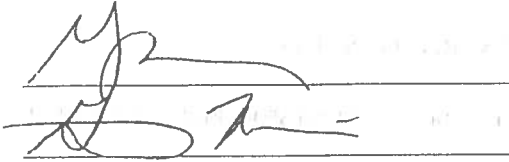
SELLER
CITY OF KENT, OHIO

Elizabeth Zorc
Gillian E Harris

BY: Lewis Steinbrecher
Lewis Steinbrecher, City Manager

BY: Barbara A. Rissland
Barbara A. Rissland
Budget and Finance Director

BUYER
FAMILY AND COMMUNITY SERVICES OF
PORTAGE COUNTY, INC.



BY: Richard & Clough
President

Approved as to Form:

Approved by Kent City Council on

James R. Silver
James R. Silver, Law Director
for the City of Kent

May 2, 2001

~~P~~ROMISSORY NOTE

\$35,000.00

May 1, 2001

For value received the undersigned, Family and Community Services of Portage County, Inc. promises to pay to the order of The City of Kent, Ohio Thirty Five Thousand and 00/100 Dollars, with interest at the rate of -0- per cent per annum, payable in ten equal payments of \$2,500.00 due and payable annually beginning on May 1, 2002 with a final balloon payment of \$10,000.00 due and payable on May 1, 2012, the principal to be due and payable at 325 S. Depeyster Street, Kent, Ohio 44240 or at any other place hereafter designated by the holder.

Said interest rate shall be reduced to N/A per cent per annum so long as each and every installment of interest and principal is paid as the same falls due or within ten days thereafter.

Any holder hereof without notice to anyone may declare the entire debt due after ten days continuous default in the payment of any installment of principal or interest or in the performance or observance of any covenant or condition contained in the mortgage securing this note. Upon such declaration the entire debt shall be immediately due and payable.

Overdue installments of interest and principal shall bear interest at the rate of 6 per cent per annum, payable quarterly.

This note is secured by a mortgage from the maker or makers to the payee upon premises known or designated as Block D, Recreation Area, Anita Drive, Kent, Ohio.

FAMILY AND COMMUNITY SERVICES
OF PORTAGE COUNTY, INC.

BY: JL Ayl
President / Secretary



CITY OF KENT, OHIO

DEPARTMENT OF LAW

May 3, 2002

Greg Musci
Family & Community Services
143 Gougler Avenue
Kent, OH 44240

Re: Purchase Agreement

Dear Mr. Musci:

Enclosed as you requested by phone today is a copy of the Purchase Agreement for the parcel on Anita Drive that Family Services purchased from the City of Kent.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lillian Harris".

Lillian Harris
Secretary to the Law Director

leh

Enclosure



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 29, 2012
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Interim Community Development Director *B.S.*
RE: Housing Rehabilitation Loan Subordination

The Community Development Department occasionally receives requests for a City housing rehabilitation loan to be subordinated. This most often occurs when a homeowner is trying to refinance his/her primary mortgage. The City's loan subordination policy allows for subordination in cases where the loan-to-value (LTV) does not exceed 90%.

The Community Development Department was contacted a few weeks ago by Mr. Eugene Callen concerning the City's housing rehabilitation loan subordination policy. Mr. Callen has an existing City rehabilitation loan and he was working with a private mortgage lending institution on the refinancing of his primary mortgage. The subordination information was forwarded to the lending institution and Mr. Callen was advised a current appraisal will be needed to determine the LTV before staff could approve the subordination request.

The appraisal on the property was completed and the appraised value was lower than expected. Based on the valuation in the appraisal, the amount of the mortgage to be refinanced, and the City's rehabilitation loan amount, the LTV would be at 104.6%, which is 15% higher than the amount allowed under the City's subordination policy. The Community Development Department staff cannot approve the subordination of a loan at this LTV level and Mr. Callen was advised that such an authorization would require Council action.

Mr. Callen sent an e-mail requesting time at the next Council Committee session to discuss the subordination of his rehabilitation loan and to answer any questions members of Council may have concerning this matter.

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

Thank you.

Cc: Callen, Eugene: 1087 Munroe Falls, Hsg Rehab file

Bridget Susel <suselb@kent-ohio.org>



Rehab loan subordination

1 message

Neil <booley77@yahoo.com>

Fri, Mar 16, 2012 at 11:55 AM

Reply-To: Neil <booley77@yahoo.com>

To: "SuselB@kent-ohio.org" <SuselB@kent-ohio.org>

I ask Kent City Council to approve the subordination of the rehab loan on my property at 1087 Munroe Falls Rd in order to obtain a first mortgage refinance.

Eugene Callen Jr

**HOUSING REHABILITATION LOAN PROGRAM
DOWNPAYMENT ASSISTANCE LOAN PROGRAM
LOAN SUBORDINATION POLICY**

(Kent Community Development Department)
(7-16-08)

The City shall consider requests to subordinate its lien position when both the borrower and the City determine it is in their mutual interest. In general, the borrower will submit an application in a form prescribed by the City and the City will use the following criteria to review the request:

1. The City's subordinated position will place its loan at a position no greater than 90% of the appraised value of the property. The applicant is responsible for supplying a full, current appraisal of the property to the City at their own cost. The City may waive the 90% loan to value limitation for a subordination in cases where the homeowner is attempting to refinance their current loan to a lower, fixed interest rate loan. Closing costs may be financed into the new loan. When a subordination is approved for this type of refinancing, the City would only require repayment of the portion of the City's loan(s) that could be repaid from the proceeds of the sale of the property, in the event that the proceeds cannot cover the repayment of the entire loan and accrued interest from the City.
2. The refinancing of superior debt enhances (reduces) the borrower's housing expenses and costs for such subordination, such as appraisal, filing, etc. shall be born by the borrower. The City reserves the right to consider other criteria such as credit reports, tax delinquencies, etc., as it deems appropriate

The City reserves the right to reject any subordination request which is lacking information or does not meet the established criteria noted above. The City may place conditions on any subordination as it deems appropriate and may require applicants to obtain credit / debt counseling as a condition of considering the application.

When considering the request for a loan subordination, the City will request the following information:

- A completed loan subordination application on a form established by the City of Kent. The application must be signed by the property owner who is requesting the subordination, not the lender.
- A copy of the actual loan application filed with the lender.

CITY OF KENT LOAN SUBORDINATION POLICY (CONT).

- A copy of a current appraisal (not more than 3 months old, unless the City determines that another form of documentation is acceptable).
- Copy of a Good Faith Estimate of Closing Costs or HUD-1.
- Other information that may be deemed necessary by the City of Kent.



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

TO: Dave Ruller, City Manager
FROM: Dave Coffee, Director of Budget and Finance
DATE: March 29, 2012
SUBJECT: New Funding and Refunding Various Purpose Notes (BANs)

A handwritten signature in blue ink, reading "David A. Coffee", is positioned to the right of the "FROM:" line.

I am respectfully requesting Finance Committee agenda time to pursue authorization of two separate ordinances related to City debt obligations. The current Parking Improvement Note in the amount of \$4,000,000 related to the PARTA multi-modal parking facility will mature on May 17, 2012. Based upon our downtown development funding plan this existing Bond Anticipation Note should continue to be refunded in the form of Notes (BANs) until such time when it is determined to be advantageous to convert the debt to a long term Bond. I am also requesting authorization of an ordinance for issuance of a new Bond Anticipation Note in the amount of \$1,650,000 for the purpose of paying a portion of the costs of reconstructing Alley 5, Erie Street, and Depeyster Street and otherwise improving nearby streets as stated in the attached Fiscal Officer's Certificate and Note Ordinance.

Authorization of these two ordinances would enable the issuance of two notes in May of this year for their respective purposes. Both of these purposes are TIF related and will ultimately be paid primarily from PILOTS generated by the TIF District. The resulting total for this TIF related debt will be \$5,650,000, in Various Purpose Notes, Series 2012-1.

We have evaluated current and projected bond market conditions and determined that it is in the City's best interest to issue the debt in the form of Notes (BANs) at this time rather than Bonds. Please find attached related documentation in support of this request including a Fiscal Officer's Certificate and Note Ordinance for each note with the hopeful objective being adoption at the April 18, 2012 Kent City Council Meeting.

Thank you in advance for your support of this request and the actions being recommended.

FISCAL OFFICER'S CERTIFICATE
(Streets)

To the Council of the City of Kent, Ohio:

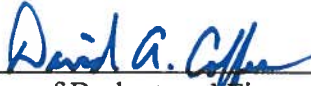
As fiscal officer of the City of Kent, I certify in connection with your proposed issue of \$1,650,000 notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying a portion of the costs of reconstructing Alley 5, Erie Street, and Depeyster Street and otherwise improving nearby streets, including by relocation of public utilities, landscaping, and installing parking payment devices, street signage and site improvements.

1. The estimated life or period of usefulness of the improvement is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 14 years. That maximum maturity is based on my calculation of the average number of years of life or period of usefulness of the improvement as measured by the weighted average of the amounts proposed to be expended for the several classes of the improvement as follows: \$105,000 for relocating overhead wires underground, 30 years; \$470,000 for reconstructing streets and signage, 20 years; and \$1,075,000 for parking payment devices and site improvements, 10 years, as determined under Section 133.20 and being my estimate of the life or period of usefulness of each of those improvements; the weighted average is therefore 14 years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is 19 years.

Dated: April 4, 2012



Director of Budget and Finance
City of Kent, Ohio

ORDINANCE NO. 2012-_____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,650,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF RECONSTRUCTING ALLEY 5, ERIE STREET, AND DEPEYSTER STREET AND OTHERWISE IMPROVING NEARBY STREETS, INCLUDING BY RELOCATION OF PUBLIC UTILITIES, LANDSCAPING, AND INSTALLING PARKING PAYMENT DEVICES, STREET SIGNAGE AND SITE IMPROVEMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Budget and Finance as fiscal officer of this City has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 14 years, based upon the weighted average of the amounts allocated to several classes of improvements, as set forth in the Fiscal Officer's Certificate, which allocation is approved, ratified and confirmed, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is 19 years.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least two-thirds (2/3) of all members elected thereto concurring:

SECTION 1. That it is necessary to issue bonds of this City in the aggregate principal amount of \$1,650,000 (the Bonds) for the purpose of paying a portion of the costs of reconstructing Alley 5, Erie Street, and Depeyster Street and otherwise improving nearby streets, including by relocation of public utilities, landscaping, and installing parking payment devices, street signage and site improvements.

SECTION 2. That the Bonds shall be dated approximately October 1, 2012, shall bear interest at the now estimated rate of 5.5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in fourteen annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are not more than 3 times the amount of those payments in any other fiscal year. The first principal payment of the Bonds is estimated to be December 1, 2013.

SECTION 3. That it is necessary to issue and this Council determines that notes in the aggregate principal amount of \$1,650,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall be dated the date of issuance and shall mature not earlier than four months and not later than one year from that date, as shall be determined by the Director of Budget and Finance in the certificate awarding the Notes (the Certificate of Award) in accordance with Section 6. The Notes shall bear interest at a rate or rates not to exceed 5.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Budget and Finance in the Certificate of Award.

SECTION 4. That the debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Director of Budget and Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the principal corporate trust office of The Huntington National Bank, Columbus, Ohio, or its successor, or at the office of the Director of Budget and Finance if agreed to by the Director of Budget and Finance and the Original Purchaser (the Paying Agent).

SECTION 5. That the Notes shall be signed by the City Manager and Director of Budget and Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Director of Budget and Finance; provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Budget and Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Budget and Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Budget and Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry

by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Budget and Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Budget and Finance does not or is unable to do so, the Director of Budget and Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Budget and Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

SECTION 6. That the Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Director of Budget and Finance in accordance with law and the provisions of this Ordinance. The Director of Budget and Finance shall, in accordance with his determination of the best interests of and financial advantages to the City and its taxpayers and conditions then existing in the financial markets, establish the purchase price of the Notes, the interest rate to be borne by the Notes, the maturity of the Notes, sign the Certificate of Award referred to in Section 3 evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The City Manager, the Director of Budget and Finance, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Budget and Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

The Director of Budget and Finance is hereby authorized to offer all or part of the Notes at par and any accrued interest to the Treasury Investment Board of the City for investment under Section 731.56 of the Revised Code in accordance with law and the provisions of this Ordinance if, as a result of the conditions then existing in the financial markets, the Director of Budget and Finance determines it is in the best financial interest of the City in lieu of the private sale authorized in the preceding paragraph.

SECTION 7. That the proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be

used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

SECTION 8. That the par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

SECTION 9. That during the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. To the extent necessary, the debt charges on the Notes and Bonds shall be paid from payments in lieu of taxes lawfully available therefor pursuant to Ordinance No. 2010-80, passed August 18, 2010, as such may be amended, and the City hereby covenants, subject to such authority, including particularly Revised Code Section 133.04(B)(8), to appropriate annually from such payments in lieu of taxes such amount as is necessary to meet such annual debt charges. In each year to the extent service payments in lieu of taxes or other funds are available for the payment of debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of other funds so available and appropriated. Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes.

SECTION 10. That the City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

That the City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together

with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the aforesaid amount of the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code to the extent that the amount of the refunding obligations does not exceed the outstanding principal amount of the refunded obligations) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations.”

Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations,” it has not formed or participated in the formation of, or benefitted from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Director of Budget and Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

SECTION 11. That the Clerk of Council is directed to deliver a certified copy of this Ordinance to the County Auditor.

SECTION 12. 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 actions, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 13. That this Ordinance is 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 and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to eliminate existing hazards to vehicular and pedestrian traffic in the Downtown area, for which reasons 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 Ordinance No. 2012-_____ was duly enacted on this _____ day of _____, 2012, by the Council of the City of Kent, Ohio.

Clerk of Council

**FISCAL OFFICER'S CERTIFICATE
(Parking Facility)**

To the Council of the City of Kent, Ohio:

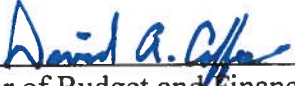
As fiscal officer of the City of Kent, I certify in connection with your proposed issue of \$4,000,000 notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying a portion of the costs of constructing a Downtown public parking facility.

1. The estimated life or period of usefulness of the improvement is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is thirty years, being my estimate of the life or period of usefulness of that improvement. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is May 18, 2031, which is twenty years from May 18, 2011, the date of issuance of the original notes issued for this purpose.

Dated: April 4, 2012



Director of Budget and Finance
City of Kent, Ohio

ORDINANCE NO. 2012-_____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$4,000,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF CONSTRUCTING A DOWNTOWN PUBLIC PARKING FACILITY, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2011-28 passed April 20, 2011, notes in anticipation of bonds in the amount of \$4,000,000 dated May 18, 2011 (the Outstanding Notes), were issued for the purpose stated in Section 1, to mature on May 17, 2012; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3; and

WHEREAS, the Director of Budget and Finance as fiscal officer of this City has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 30 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is May 18, 2031.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least two-thirds (2/3) of all members elected thereto concurring:

SECTION 1. That it is necessary to issue bonds of this City in the aggregate principal amount of \$4,000,000 (the Bonds) for the purpose of paying a portion of the costs of constructing a Downtown public parking facility.

SECTION 2. That the Bonds shall be dated approximately October 1, 2012, shall bear interest at the now estimated rate of 5.5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are not more than 3 times the amount of those payments in any other fiscal year. The first principal payment of the Bonds is estimated to be December 1, 2013.

SECTION 3. That it is necessary to issue and this Council determines that notes in the aggregate principal amount of \$4,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature not earlier than four months and not later than one year from that date, as shall be determined by the Director of Budget and Finance in the certificate awarding the Notes (the Certificate of Award) in accordance with Section 6. The Notes shall bear interest at a rate or rates not to exceed 5.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Budget and Finance in the Certificate of Award.

SECTION 4. That the debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Director of Budget and Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the principal corporate trust office of The Huntington National Bank, Columbus, Ohio, or its successor, or at the office of the Director of Budget and Finance if agreed to by the Director of Budget and Finance and the Original Purchaser (the Paying Agent).

SECTION 5. That the Notes shall be signed by the City Manager and Director of Budget and Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Director of Budget and Finance; provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Budget and Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Budget and Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Budget and Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry

by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Budget and Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Budget and Finance does not or is unable to do so, the Director of Budget and Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Budget and Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

SECTION 6. That the Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Director of Budget and Finance in accordance with law and the provisions of this Ordinance. The Director of Budget and Finance shall, in accordance with his determination of the best interests of and financial advantages to the City and its taxpayers and conditions then existing in the financial markets, establish the purchase price of the Notes, the interest rate to be borne by the Notes, the maturity of the Notes, sign the Certificate of Award referred to in Section 3 evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The City Manager, the Director of Budget and Finance, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Budget and Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

The Director of Budget and Finance is hereby authorized to offer all or part of the Notes at par and any accrued interest to the Treasury Investment Board of the City for investment under Section 731.56 of the Revised Code in accordance with law and the provisions of this Ordinance if, as a result of the conditions then existing in the financial markets, the Director of Budget and Finance determines it is in the best financial interest of the City in lieu of the private sale authorized in the preceding paragraph.

SECTION 7. That the proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be

used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

SECTION 8. That the par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

SECTION 9. That during the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. To the extent necessary, the debt charges on the Notes and Bonds shall be paid from payments in lieu of taxes lawfully available therefor pursuant to Ordinance No. 2010-80, passed August 18, 2010, as such may be amended, and the City hereby covenants, subject to such authority, including particularly Revised Code Section 133.04(B)(8), to appropriate annually from such payments in lieu of taxes such amount as is necessary to meet such annual debt charges. In each year to the extent service payments in lieu of taxes or other funds are available for the payment of debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of other funds so available and appropriated. Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes.

SECTION 10. That the City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

That the City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City hereby represents that the Outstanding Notes (the Refunded Obligation) were designated or deemed designated, and qualified, as a "qualified tax-exempt obligation" under Section 265(b)(3)

of the Code. The City hereby covenants that it will redeem the Refunded Obligation from proceeds of, and within 90 days after issuance of, the Notes, and represents that all other conditions are met for treating the amount of the Notes not in excess of the principal amount of the Refunded Obligation outstanding immediately prior to the redemption of the Refunded Obligation as “qualified tax-exempt obligations” without necessity for further designation and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code pursuant to subparagraph (D)(ii) of Section 265(b)(3) of the Code.

The amount of the Notes (such amount being the issue price of the Notes less accrued interest, if any, as determined under the Code) in excess of the principal amount of the Refunded Obligation that is outstanding immediately prior to the redemption of the Refunded Obligation is hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, if there is such excess, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the aforesaid amount of the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the aforesaid amount of the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code to the extent that the amount of the refunding obligations does not exceed the outstanding principal amount of the refunded obligations) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations.”

Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations,” it has not formed or participated in the formation of, or benefitted from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

The Director of Budget and Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws,

including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

SECTION 11. That the Clerk of Council is directed to deliver a certified copy of this Ordinance to the County Auditor.

SECTION 12. 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 actions, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 13. That this Ordinance is 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 and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit, for which reasons 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 Ordinance No. 2012-_____ was duly enacted on this _____ day of _____, 2012, by the Council of the City of Kent, Ohio.

Clerk of Council



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

To: Dave Ruller, City Manager

From: David A. Coffee, Director of Budget and Finance

A handwritten signature in blue ink, appearing to read "D. Coffee", is positioned to the right of the "From:" line.

Date: March 29, 2012

Re: FY2012 Appropriation Amendments, Transfers, and Advances

The following appropriation amendments are hereby requested:

Fund 201 – Water

Increase \$ 200,000 Capital / Service-Cap Facilities - Middlebury Road Waterline Project, additional funding per J. Bowling 3/24/12 memo

The following intra-fund transfers are hereby requested:

Transfer \$ 250,000 **From:** Fund 301 / Capital Facilities – Alley 5 Parking Lot Project (Decrease)
To: Fund 301 / Capital Facilities – Annual Street & Sidewalk Program
(Increase Funding) per J. Bowling 3/23/12 memo

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Linda Copley
Dave Ruller
Dave Coffee

FROM: Jim Bowling

DATE: March 24, 2012

RE: Middlebury Road Waterline – Appropriations Increase

The Engineering Division is requesting council consideration to increase the appropriation authority for the Middlebury Road Waterline from \$500,000 to \$700,000. This project includes Ohio Public Works Commission (OPWC) funding up to \$280,000 of the total project cost (\$700,000).

There are several reasons for the increased construction cost from the original opinion of probable construction cost including:

- The proposed waterline on Middlebury Road was not anticipated to be under pavement. During the design conflicts with other features required that the design include approximately half of the length under pavement
- The existing 2" galvanized waterline on Munroe Falls-Kent Boulevard, from Roosevelt to Middlebury Road, will be replaced with an 8" waterline to increase fire flow in the area.
- The original budget was determined for construction to be completed in 2009. Due to the work load in the Engineering Division the construction has been delayed and will be completed this year.

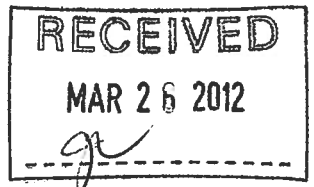
The Middlebury Road Waterline project is expected to advertise for bids in April with award of a construction contract anticipated to be the end of April.

The engineering staff is seeking council's approval for the increase in appropriation authority from \$500,000 in the current approved budget to \$700,000.

C: Gene Roberts
Cori Finney
Bob Climes

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO



TO: Dave Ruller
Linda Copley
David Coffee

FROM: Jim Bowling

DATE: March 23, 2012

RE: 2012 Capital Program – Appropriation Revisions

The Engineering Division is requesting council approval to do the following:

1. Reduce the appropriation authority for the Alley 5 Parking Lot Improvements by \$250,000 from \$1,320,000 to \$1,070,000.
2. Appropriate \$250,000 for the 2012 Annual Concrete Repair Program

The appropriation reduction for the Alley 5 Parking lot is possible due to a scope reduction in the negotiations and design of the project and receiving competitive bids for the project.

The 2012 Annual concrete repair program was removed as part of the budget process in order to accommodate higher priority needs. With recent notice from AMATS that the City received funding for 4 resurfacing projects, the engineering division is requesting to use the savings from the Alley 5 Parking Lot project to perform concrete repairs on the streets to be resurfaced with AMATS money in 2013. The 2012 Annual Concrete Repair Program will include repairs to sidewalks, curbs, and drive aprons.

C: Gene Roberts
Cori Finney
Jon Giaquinto
Pat Homan



CITY OF KENT, OHIO

HUMAN RESOURCES DEPARTMENT

To: Dave Ruller, City Manager
From: Jeff Neistadt, Health Commissioner
Liz Zorc, Human Resources Manager
Subject: Staffing Improvements
Date: March 28, 2012

When the position of Deputy Health Commissioner was left vacant with the retirement of John Bradshaw, Health Commissioner Jeff Neistadt took the opportunity to review the Health Department staffing, and determine if the Deputy Health Commissioner position was still relevant, or if the dollars used to staff the Deputy Health Commissioner position might be better utilized to meet the increasing workload needs of the Health Department in another way.

After careful study, Mr. Neistadt has come to the conclusion that rather than filling the Deputy Health Commissioner vacancy, the dollars to fund that position could be put to better use. The amount of money paid for the Deputy Health Commissioner position can actually be used to fund hiring another sorely needed Sanitarian, and leave enough money to also fund a new position, Environmental Technician. This would greatly enhance the ability of the Health Department to cover the numerous inspections and other duties the Sanitarians must handle, and allow the Environmental Technician to assist with responding to the large volume of nuisance complaints and trash complaints received by the Health Department. The Environmental Technician would also work half time in the Water Reclamation Facility Lab to bring the City's IPP and Mercury Variance program up to date.

Here's a summary of the wage breakdown:

Deputy Health Commissioner:	Annual Salary:	\$78,422
Range \$62,508 – \$78,422	Car Allowance	3,600
	License Pay	<u>9,360</u>
	Total Annual Compensation	\$91,382

Public Health Sanitarian¹	Starting Annual Salary:	\$44,720
Range \$44,720 - \$54,330		
Environmental Technician	Starting Annual Salary:	<u>\$45,454</u>
Range \$45,454 - \$59,342		
	Total Starting Annual Salaries	\$90,174

¹ AFSCME position.

We respectfully request time with the Finance Committee of City Council on their April 4, 2012 agenda to discuss this proposition.

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CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE

MEMO

March 29, 2012

To: Dave Ruller, City Manager

From: Gene Roberts, Service Director

RE: 2012 Auction

Attached is the completed 2012 Auction Item List containing 473 items. This year's auction will again be completed by Asset Auctions, LLC using an online auction, they charge 5.7% for their online auction services.

Asset Auctions, LLC operates a full service online auction, their web address is <http://www.asset-auctions.com/> located in Warrendale, Pennsylvania. The City used Asset Auctions successfully for its 2010 auction.

Once Kent City Council approves the attached list of items recommended for auction staff will schedule with Asset Auctions to set up the online auction. When the City approves the off line draft auction web page(s) Asset Auction will provide a date for the start and end of the auction. Included in their fee is all advertising and costs associated with the auction. It is again recommended that the City advertise locally in the Record Courier the City's auction which would be an additional cost to the City but would allow local residents to be aware of the auction

In the past after Council has authorized the listed items for auction some items have been identified as being usable by other Departments of the City and it is requested that Council approves the list subject to items being removed from the list as reusable.

Kent City Council is respectfully request to approve for the sale by auction as outlined above the items on the attached list of and the additional advertising in the Record Courier.

Cc: Linda Copley, Clerk of Council, w\ Item List and Model Resolution
Jim Silver, Law Director, w\ Item List, Model Resolution and State Contract
Bill Lillich, Safety Director, w\ Item List
David Coffee, Budget & Finance Director, w\ Item List
Jeff Neistadt, Health Commissioner, w\ Item List
Bridget Susel, Community Development Director, w\ Item List
Jim Williams, Fire Chief, w\ Item List
Michele Lee, Police Chief, w\ Item List
John Osborne, Utilities Maintenance Manager, w\ Item List
Gerald Shanley, Facilities Manager, w\ Item List
Bob Brown, Water Reclamation Manager, w\ Item List
Steve Hardesty, Water Treatment Manager, w\ Item List
Sheri Chestnutwood, Administrative Assist, w\ Item List
file

Tag #	Dep/Div	Description	Qty.	Year	Manufacture	Model No.	Serial No.	Storage Location	No. Images	Know Defects	Why Taken Out of Service
2012.001	Police	Eight (8) Assorted pieces, home audio equipment.	8						4		
2012.001a	Police	Stereo amplifier	1		Audio Research	SP6C-1		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.001b	Police	FM antenna signal amplifier	1		Aether	15-1122		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.001c	Police	AM/FM radio tuner	1		Accutouch	5T10		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.001d	Police	Beta-format HiFi VCR	1		Sony	VCR7200		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.001e	Police	Stereo amplifier	1		Kenwood	KA-71		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.001f	Police	Stereo / FM tuner combo	1		McIntosh	MR-78		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.001g	Police	Cassette deck	1		Harmankardon	CD491		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.001h	Police	Loudspeakers	2		Sony	xplod		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.002	Police	Eight (8) Assorted tools & paint supplies:							3		
2012.002a	Police	Backpack leaf blower, gas-powered	1		Echo	PB-6511		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.002b	Police	Socket wrench set	1		Allied	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.002c	Police	Threading Set	1		Craftsman	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.002d	Police	Screwdriver Set	1		Buffalo	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.002e	Police	5 gal. paint bucket w/ misc. paint supplies	2		n/a	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.002f	Police	Paint, white, 1 gal.	2		n/a	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.002g	Police	Paint, crackle finish, 1 pint	1		n/a	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.002h	Police	Craftsman 32cc leaf blower/vac	1		Craftsman	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.003	Police	Four(4) Video/Television components:							4		
2012.003a	Police	42" High Def, Flat screen television	1		Vizio	VP4221IDTV		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.003b	Police	AT&T U-Verse TV Receiver/DVR	2		Motorola	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.003c	Police	1000' co-axial video cable, boxed	1		Superior Essex	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004	Police	Thirteen (13) assorted computers, games and electronics devices:							7		
2012.004a	Police	Computer CPU	1		Compaq	Presario #SR1950NX		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004b	Police	Computer Keyboard	1		Compaq	KB-0311		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004c	Police	Computer monitor, 17" flat screen	1		Acer	AL1917		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004d	Police	Computer speakers, 1 pair	1		Logitech	PID-A627		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004e	Police	Stereo speakers, 3-way, 1 pair	1		Kenwood	JL-720W		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004f	Police	Video Game Console	1		Nintendo	Game Cube		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004g	Police	Socket wrench set	1		Companion	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004h	Police	Marine signal flare gun w/ 6 flares	1		Olin	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004i	Police	Stereo Receiver	1		Realistic	31-3005		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004j	Police	CD case, 10-20? Pockets, black leatherette	1		n/a	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004k	Police	Various DVD movies & games	8		n/a	n/a		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004l	Police	Electronics component switcher, 4-way	1		Philips	PH61150		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.004m	Police	Video Game Console w/ controllers & headset	1		Sony	Xbox 360		1220 Mogadore Rd.		Working condition unknown	Recovered/Found Property
2012.005	Police	Home gym, weightlifting equipment	1		KeysFitness	2050 Gym Power System		1220 Mogadore Rd.	2	Not assembled, all parts believed to be present	Recovered/Found Property
2012.006	Police	Home gym, resistance equipment	1		Bowflex	Ultimate 2		1220 Mogadore Rd.	4	Not assembled, all parts believed to be present	Recovered/Found Property

City of Kent
2012 Auction

Tag #	Dept/Div	Description	Qty.	Year	Manufacture	Model No.	Serial No.	Storage Location	No. Images	Know Defects	Why Taken Out of Service
2012.007	Police	Ten (10) assorted bicycles: Meri's Miyata 10-speed, Huffly 15-speed, Pacific 15-speed, Cascade Ridge FS Elite, Roadmaster Mt. Fury, Schwinn Searcher 7-speed, Specialized Hardrock, boys Huffly Turbulent, boys Free Agent Trail Duster, men's Next 24" mountain bike	10		Various - see description	Various - see description		1220 Mogadore Rd.	1	Poor to Good condition, some require repairs	Recovered/Found Property
2012.008	Police	Ten (10) assorted bicycles: men's Merida Miami mountain bike, X-games Gold Medal Series moto-bicycle, Huffly mountain bike, women's Schwinn Varsity, Murray 10-speed, Huffly Strider 10-speed, Roadmaster Mountain Sport FX, Diamondback Wildwood mountain bike, Murray Ultra Terrain, girl's Schwinn Declite	10		Various - see description	Various - see description		1220 Mogadore Rd.	1	Poor to Good condition, some require repairs	Recovered/Found Property
2012.009	Police	Ten (10) assorted bicycles: girl's Disney Princess, women's Huffly, Planet Earth Epsilon mountain bike, Next Vertical 21-speed mountain bike, Cannondale mountain bike, men's Huffly 10-speed, girl's Huffly Hanna Montana, Huffly Trail Export, Ross Compact 20", Huffly Vornax 18-speed	10		Various - see description	Various - see description		1220 Mogadore Rd.	1	Poor to Good condition, some require repairs	Recovered/Found Property
2012.010	Police	Ten (10) assorted bicycles: Mongoose, XR-75, Magna Imposter, Free Spirit All-Terrain, men's Mongoose Spear 21-speed, Pacific Synergy 20", girl's Magna 20", Roadmaster, Concord 10-speed, Roadmaster mountain bike, Huffly Verdict	10		Various - see description	Various - see description		1220 Mogadore Rd.	1	Poor to Good condition, some require repairs	Recovered/Found Property
2012.011	Police	Ten (10) assorted bicycles: Huffly Titanium 10-speed, Mongoose Hoop D, Next Breakpoint 21-speed, boy's Huffly 24", Huffly All-Terrain 10-speed, Huffly Santa Fe Cantilever Cruiser, Nishiki, Mongoose Hoop D, Diamondback Crestview 21-speed, Roadmaster Ultra Terrain Extreme	10		Various - see description	Various - see description		1220 Mogadore Rd.	1	Poor to Good condition, some require repairs	Recovered/Found Property
2012.012	Police	Ten (10) assorted bicycles: Huffly Yosemite 18-speed, Diamondback Vital 2, Schwinn Sidewinder 2.6FS, women's All Pro 3-speed, Free Spirit, boy's Free Style Action Series, men's Schwinn Varsity, boy's Dyno, black&green women's bike, Huffly Mutiny	10		Various - see description	Various - see description		1220 Mogadore Rd.	1	Poor to Good condition, some require repairs	Recovered/Found Property

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Tag #	Dept/Div	Description	Qty.	Year	Manufacture	Model No.	Serial No.	Storage Location	No. Images	Know Defects	Why Taken Out of Service
2012.013	Police	Ten (10) assorted bicycles: girl's Magna Pressure Point 24", boy's Mongoose, Magna Anza 18-speed, Rallye 18-speed mountain bike, Roadmaster Mt. Storm, Huffy mountain bike, Pro Class Outrider, women's Ross Compact, Huffy Supertia 15-speed, girl's Mongoose	10		Various - see description	Various - see description		1220 Mogadore Rd.	1	Poor to Good condition, some require repairs	Recovered/Found Property
2012.014	Police	Ten (10) assorted bicycles: boy's Mongoose, boy's Next Surge, men's Ultimax, boy's Royce Union, Next BMX, women's silver bike, Giant Rincon, Mongoose Wildcard, Mongoose MGX 21-speed, Murray Ultratech	10		Various - see description	Various - see description		1220 Mogadore Rd.	1	Poor to Good condition, some require repairs	Recovered/Found Property
2012.015	Police	Ten (10) assorted bicycles: Pacific Cypress, Mongoose X75, Tony Hawk Homer 21", Next Power X, X Games Dirt Pro, Rand Trailblazer 10-speed, boy's Huffy, Pacific Explorer, Huffy Stalker X15, Gravity Games AL2600	10		Various - see description	Various - see description		1220 Mogadore Rd.	1	Poor to Good condition, some require repairs	Recovered/Found Property
2012.016	Police	Eight (8) assorted bicycles: boy's Rhino Overdrive, Huffy Strobe, Huffy Stalker, Triax aluminum frame bike, Razor, Rage, Mongoose aluminum frame 21-speed, Mongoose aluminum frame bike, Next Voltage	8		Various - see description	Various - see description		1220 Mogadore Rd.	1	Poor to Good condition, some require repairs	Recovered/Found Property
2012.017	Police	Computer laser printer w/ 1 new toner cartridge	1		Hewlett Packard	LaserJet 6P		1220 Mogadore Rd.	1	input cover plate missing	replaced
2012.018	Police	Laser, plain-paper FAX machine	1		Brother	Intellifax 2800		1220 Mogadore Rd.	1	none	replaced
2012.019	Police	Laser, plain-paper FAX machine	1		Brother	Intellifax 4750e		1220 Mogadore Rd.	1	none	replaced
2012.020	Police	Laser, plain-paper FAX machine	1		Brother	Intellifax 2820		1220 Mogadore Rd.	1	none	replaced
2012.021	Police	32" Flat-screen television	1		Polaroid	TDA-03221C		1220 Mogadore Rd.	3	intermittent picture on/off	replaced
2012.022	Police	19" standard television	1		GE	19GT120		1220 Mogadore Rd.	1	none	replaced
2012.023	Police	36" standard television	1		Sony	KV-36XBR250		1220 Mogadore Rd.	1	plastic base, minor crack	replaced
2012.024	Police	Electric Typewriter	1		IBM	Correcting Selectric III		1220 Mogadore Rd.	1	none	replaced
2012.025	Police	Electric Typewriter	1		IBM	Correcting Selectric III		1220 Mogadore Rd.	1	none	replaced
2012.026	Police	Portable AC/Battery Cassette Recorder	1		Realistic	n/a		1220 Mogadore Rd.	1	none	replaced
2012.027	Police	16mm Film Projector w/ sound	1		Kodak	AV-154-S (?)	126-D07904	1220 Mogadore Rd.	2	none	replaced
2012.028	Police	4' tall, metal projector stand w/ power outlets	1		?	?		1220 Mogadore Rd.	2	none	replaced
2012.029	Police	Computer Laser printer	1		Hewlett Packard	P2015DN		1220 Mogadore Rd.	1	none	replaced
2012.030	Police	13" television/VCR combo w/ remote	1		Toshiba	MV13M2		1220 Mogadore Rd.	1	none	replaced
2012.031	Police	Double Cassette deck	1		Tenc	W-780R		1220 Mogadore Rd.	1	none	replaced
2012.032	Police	Double VHS recorder deck w/ remote	1		GoVideo	DDV-9650		1220 Mogadore Rd.	1	poor dubbing quality	replaced
2012.033	Police	1 pair, gold velour wingback chairs	2		?	?		1220 Mogadore Rd.	1	fair condition	replaced
2012.034	Police	Rolling office chair, black leather, adjustable height	1		?	?		1220 Mogadore Rd.	1	fair condition	replaced
2012.035	Police	Metal typewriter stand w/ folding sides, 35"x14"	1		?	?		1220 Mogadore Rd.	1	fair condition	replaced

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2012.036	Police	Metal office table w/ shelves, formica top, 36"x18"	1		?			1220 Mogadore Rd.	1	fair condition	replaced
2012.037	Police	Office Copy Machine w/ four paper trays & sorting tray	1		Konica 3135	DF306		1220 Mogadore Rd.	1	fair condition	replaced
2012.038	Police	Eight (8) Pro Gard prisoner transport partitions for Ford Crown Victoria police cruisers, 1/2 plexiglass - 1/2 wire mesh screen	8		Pro Gard	?		1220 Mogadore Rd.	1	Good Condition	replaced
2012.039	Police	Police K-9 kennel insert for Ford Crown Victoria police cruiser, aluminum deck and partition with sliding center opening	1		American Aluminum	?		1220 Mogadore Rd.	1	Good Condition	replaced
2012.097	Cnt.Mnt.	Base Radio Phones	3			T1375A, T1377AA, T1280AE	H0223F, 00334M, 596XPJ085	Vehicle Storage	4975-4977	NONE	Upgraded - Obsolete
2012.098	Cnt.Mnt.	Charger	4		DAP Technologies	UC-540	02039847, 02039847, 02039950, 4th serial number?	Vehicle Storage	4979-4981		Upgraded - Obsolete
2012.099	Cnt.Mnt.	Poloroid Cameras	3		One Shot	none		Vehicle Storage	4982-4984		Obsolete
2012.100	Cnt.Mnt.	Color Printer	1		Cannon	Pixma MP 170	VIPMP170052605	Vehicle Storage	4985-4988		Not used
2012.101	Cnt.Mnt.	Copier/Printer	1		Xerox	64-G	64G014144	Vehicle Storage	4989-4992		Obsolete
2012.102	Cnt.Mnt.	Scanners	3		HP, UMAX, SCANMAKER	HP Model C7680A, Umax Astra 12204, Scanmaker X6	HP #MY9A4121C7, UMAX #h860069400310, SCANMAKER #9282379861	Vehicle Storage	4996-4999		Not used
2012.103	Cnt.Mnt.	Cut Off Saws	2		Ingersol Rand	34-080	K9025	Vehicle Storage	5000-5004	Broken	Broken
2012.104	Cnt.Mnt.	Drinking Fountain	1		Oasis	n/a	n/a	Vehicle Storage	5005-5006		Not Used
2012.105	Cnt.Mnt.	Plymouth Voyager	1		Plymouth	Voyager		Vehicle Storage Lot	5007-5014	Rusted	Not Used
2012.106	Cnt.Mnt.	Chevrolet	1		Chevrolet	Malibu	IGINES2J9Y6144836	Vehicle Storage Lot	5030-5024	103,650 miles	confiscated
2012.107	Cnt.Mnt.	Lincoln Town Car	1		Lincoln	Town Car	ILNCM81F5LY823365	Vehicle Storage Lot	5034-5045	No information available	confiscated
2012.108	Cnt.Mnt.	Chevrolet Astro Van (CM109)	1	1997	Chevrolet	Astro Van	IGCDM19W8VB190662	Vehicle Storage Lot	5046-5055	Rusted	Holes in frame, Mileage 11625
2012.109	Cnt.Mnt.	Chrysler	1	1996	Chrysler	Sebring	4C3AU42N1TE291708	Vehicle Storage Lot	7-5021/51	No information available	confiscated OHIO TITLE NO 67 0129 5203
2012.110	Health	Pontiac (11D4)	1	2000	Pontiac	Sunfire	IG2B1241Y183887	Vehicle Storage Lot	5056-5065	balls/runs bad	confiscated
2012.111	Cnt.Mnt.	Chrysler (Deleted)	1					Vehicle Storage Lot	5066-5072	No information available	confiscated
2012.112	Cnt.Mnt.	Computer Monitors	6					Vehicle Storage	5073-5077		Obsolete
2012.113	Cnt.Mnt.	Hand Held Radios w/charger	4		Motorola			Vehicle Storage	5078-5084	None (old)	Obsolete
2012.114	Cnt.Mnt.	Typewriters	2		IBM/Smith Corona	IBM Correcting Seccentric II, Smith Corona SL580		Vehicle Storage	5081-5086		Not Used
2012.115	Cnt.Mnt.	Sterling Hi Bay Furnace	1		Sterling	Output	K01229990003004	Vehicle Storage	5087-5093	Defective	Defective
2012.116	Cnt.Mnt.	Portable Lights	3		Generec	115 Volt		Vehicle Storage	5094-5097	Electric cords are bad	Not in use
2012.117	Cnt.Mnt.	Pump (CM060)	1		McCulloch	AQA45		Vehicle Storage	5103-5108	Hard to start	Not in use
2012.118	Cnt.Mnt.	Chipper Blades	3		Unknown	None	None	Vehicle Storage	5104-5107	Obscure	Obsolete
2012.119	Eng	Office Chair	1		Unknown	None	none	Vehicle Storage	5108-5113	Leaks down	Not in use
2012.120	Cnt.Mnt.	Refrigerator	1		Whirlpool	14 cu ft	none	Vehicle Storage	5113 - 5117	None known	Not in use
2012.121	Cnt.Mnt.	Generators	1		Hale / Winco	FD3BH-1M-H	89381J8	Vehicle Storage	5118-5124	None (old)	No longer usable
2012.122	Cnt.Mnt.	Homelite Chain Saw - No Bar	1		Homelite		848562	Vehicle Storage	5125-5134	None (old)	unable to get parts
2012.123	Cnt.Mnt.	Stihl Weed Wacker	5		Stihl	Various models		Meloy Building	5131-5137	worn out	worn out
2012.124	Cnt.Mnt.	Simplicity Tractor w/snowblower, front blade, mower deck	1		Simplicity	7117		Meloy Building	5168-5185	Oil Leak	Not in use

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2012.125	Cnt.Mnt.	Push mower & 1 deck	1		Unknown	Unknown	None	Meloy Building	5186-518	doesn't work	doesn't work
2012.126	Cnt.Mnt.	Strom/3300RAM 1-PHASE, 240 VOLT 60 HZ, DUTY CYCLE 15 MIN	1		Federal Signal	Thunder Beam (RSH10B	R0014596A88	Vehicle Storage Lot	5207-5211	Replaced upgraded	unknown
2012.127	Cnt.Mnt.	Chevrolet Suburban (CM96-1)	1	1996	Chevrolet	2500 Suburban	IGNGK2682TJ403266	Vehicle Storage Lot		Rust	Rust
2012.128	Cnt.Mnt.	Ford F-150 (CM100)	1	1995	Ford	F-150 Regular Cab	IFTEH15Y9SLB41871	Vehicle Storage Lot		Rust, Milage: 110738	Rust
2012.129	Cnt.Mnt.	Sewer Camera system & accessories	1		Peapoint Sewer Camera	Reel & Cable Part 289.90565 serial 94040701 Tractor-P-238	94040701				Upgraded - Taken out of service
2012.130	Cnt.Mnt.	Copier	1				CR803 9077831	930 Overholt			Replaced under new contract
2012.131	Cnt.Mnt.	Copier	1				31722266	930 Overholt			Replaced under new contract
2012.132	Cnt.Mnt.	Fax Machine & copier	1		Brother	Intellifax 2820	U61325G6J329317	930 Overholt			Replaced under new contract
2012.133	Cnt.Mnt.	Printer & Monitor	1		Brother Printer, Viewsonic Monitor	monitor-TEL, printer-ADC COLOR	printer-U61444H6J59099 Monitor-D761VACOSPNC	930 Overholt			Replaced under new contract
2012.134	Cnt.Mnt.	Copier	1		Tomika Konica Minolta	Bixhup 601	A0PPO11000313	930 Overholt			Replaced under new contract
2012.135	Cnt.Mnt.	Copier	1		Xerox	425DC	FTU102915	930 Overholt			Replaced under new contract
2012.136	Cnt.Mnt.	Copier	1		Xerox	Document Centre 425DC	FUT102332	930 Overholt			Replaced under new contract
2012.137	Cnt.Mnt.	Copier	1		Sharp	AR-507	16501840	930 Overholt			Replaced under new contract
2012.138	Cnt.Mnt.	Copier	1		Diata Konica Minolta	D351	31718316	930 Overholt			Replaced under new contract
2012.139	Cnt.Mnt.	Copier	1		Sharp	MX-FNX4 MX6200N	8BB00222-75004964	930 Overholt			Replaced under new contract
2012.140	Cnt.Mnt.	Scanner, copy, fax, Machine	1		Konica Minolta	D3510F	31738935	930 Overholt		none	Replaced under new contract
2012.141	Cnt.Mnt.	Scanner, copy, fax, Machine	1		Toshiba	E Studio 351C Model FC-351C	CEB617293	930 Overholt		none	Replaced under new contract
2012.142	Cnt.Mnt.	Scanner, copy, fax, Machine	1		Toshiba	DP3580	HD0025755	930 Overholt		none	Replaced under new contract
2012.143	Cnt.Mnt.	Misc Office Stuff	1								Not needed anymore
2012.144	Cnt.Mnt.	SHARP - MX TONTBA TONER CARTRIDGES	3		SHARP	(2)MX-TONTBA, (1)MX-70NTYA, (1) MX70NTMA-NEW IN BOX					Not needed anymore
2012.145	Veh.Mnt.	Alignment Set	1	1992	Rotary	FC783	2710	Meloy Building	5138-5157	None	
2012.146	Veh.Mnt.	Alignemtor	1		Motocraft			Meloy Building	5162-515	Old Parts	
2012.147	Veh.Mnt.	Brake Pads	1		Bendix	MKD662		Meloy Building	100-5163	Old Parts	
2012.147a	Veh.Mnt.		1		Bendix	MKD 150 FM		Meloy Building	100-5165	Old Parts	
2012.147b	Veh.Mnt.		1		Bendix	MKD 150 FM		Meloy Building	100-5167	Old Parts	
2012.147c	Veh.Mnt.		2		Carbon Metallic	FD 150 CM		Meloy Building	100-5164	Old Parts	
2012.148	Veh.Mnt.	HP Laser Jet 4-Plus Printer	1		HP	4-Plus Printer	USFB264480				Replaced under new contract
2012.149	Veh.Mnt.	Toner Cartridges	3		Toshiba Toner Cartridges	T-281 C-Y Toner Cartridges (new in box)					Corresponding Machine no longer used

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2012.150	Veh.Mnt.	Toner Cartridges	1		Toshiba Toner Cartridges	T-281C-Y Toner Cartridges (new in box)					
2012.151	Veh.Mnt.	Reznor Gas Furnace	2	1998	Reznor	F165	AXK31K6N16430X AXK31K6N16439X	930 Overholt 930 Overholt	0-5438-5 100-5440	Bad Heat Exchangers Bad Heat Exchangers	Corresponding Machine no longer used
2012.152	Police	BMW			BMW		W_ADD6328VBW28886	319 S. WATER		Problem with transmission, mileage 131669	Confiscated
2012.153	Veh.Mnt.	VW	1	1997	Volkswagen	Jetta GLS	3VW8A81H2WM108745	590 Plum St VM		Starts with a Jump	Confiscated
2012.154	Veh.Mnt.	Pontiac	1	1992	Pontiac	Bonneville SE	1G2HX53L5N1299816	590 Plum St VM			Confiscated
2012.155	Veh.Mnt.	Ford	1	1999	Ford	Mustang	1FAFP444XF218566	590 Plum St VM		No Keys	Confiscated
2012.156	Veh.Mnt.	Mitsubishi	1	2001	Mitsubishi	Galant GLS	4A3AA46G51E019559	590 Plum St VM			Confiscated
2012.157	Veh.Mnt.	Ford	1	2001	Ford	Escort	3FAFP1J341R205171	590 Plum St VM			Confiscated
2012.158	Veh.Mnt.	Ford	1		Ford	Taurus	1FALP52U8TG178942	590 Plum St VM			Confiscated
2012.159	Veh.Mnt.	Cash Drawer	1								
2012.160	Veh.Mnt.	Card File	1								
2012.161	Veh.Mnt.	Desk phones, touch tone dialer	7	---	AT&T and unknown					None when removed from service	None digital phones
2012.193	Eng.	TATUNG MONITOR	1	1999		C78ZR		1220 Mog. Rd.	2	None	Replaced with Flat screen
2012.194	Eng.	METAL FILE ORGANIZER	1					1220 Mog. Rd.	1	None	Old
2012.195	Eng.	IIP SCANJET	3			Multi	Multi	1220 Mog. Rd.	3	umax no power supply	
2012.196	Eng.	Buslink USB CD-ROM External drive power bad, buslink 31/2 Floppy External power bad	3		BUSLINK and VANGAURD						
2012.197	Eng.	INFOTEL MONITOR	1	1996			C505L	1220 Mog. Rd.	1	Power bad on Buslink	No longer needed!
2012.198	Eng.	AOC COLOR MONITOR	1	1998			S769FHCOSPD	1220 Mog. Rd.	2	None	Replaced with Flat screen
2012.199	Eng.	DELL ULTRASCAN MONITOR	1		DELL	VC8N		1220 Mog. Rd.	2	None	Replaced with Flat screen
2012.200	Eng.	Hp IPAQ HX2400 Series Pocket PC	1	2006?	IIP	IIX2400		1220 Mog. Rd.	2	Needs Memory Cards	Never really used!
2012.201	Eng.	DELL MONITOR	1	1999	DELL			1220 Mog. Rd.	1	None	Replaced with Flat screen
2012.205	Eng.	Plastic File racks and wall Mount racks	1					1220 Mog. Rd.	1	None	?
2012.257	Safety	32 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-32D-2(BK)	H0210 REV:H9			None known	Not compatible with current system. Labeled for NEC KTS
2012.258	Safety	32 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-32D-2(BK)	H0210 REV:H1			None known	Not compatible with current system. Labeled for NEC KTS
2012.259	Safety	32 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-32D-2(BK)	H0210 REV:H9			None known	Not compatible with current system. Labeled for NEC KTS
2012.260	Safety	32 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-32D-2(BK)	H0210 REV:H1			None known	Not compatible with current system. Labeled for NEC KTS
2012.261	Safety	8 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-8D-2(BK)	12503602 H1			None known	Stock # 770012 Labeled for NEC KTS
2012.262	Safety	8 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-8D-2(BK)	12503663 H1			None known	Stock # 770012 Labeled for NEC KTS
2012.263	Safety	8 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-8D-2(BK)	12100589 H1			None known	Stock # 770012 Labeled for NEC KTS
2012.264	Safety	8 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-8D-2(BK)	12503613 H1			None known	Stock # 770012 Labeled for NEC KTS
2012.265	Safety	8 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-8D-2(BK)	12503655 H1			None known	Stock # 770012 Labeled for NEC KTS

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2012.266	Safety	8 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-8D-2(BK)	12503611 H1			None known	Stock # 770012 Labeled for NEC KTS
2012.267	Safety	8 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-8D-2(BK)	12503663 H1			None known	Stock # 770012 Labeled for NEC KTS
2012.268	Safety	8 BUTTON DESK PHONE	1	UNK	NEC	NEC DTU-8D-2(BK)	12503601 H1			None known	Stock # 770012 Labeled for NEC KTS
2012.273	WRF	Frost Clear Refrigerator/white	1		Gibson	RT14F1WGMJ	948627754	1220 Mog. Rd.	2	worked when replaced	age - updated
2012.274	WRF	COMPUTER EQUIPMENT	1								
2012.274a	WRF	Black 15" Monitor	1		Daewoo	C729BOK	GC34140455	1220 Mog. Rd.	1	worked when replaced	age - updated
2012.274b	WRF	White 15" Monitor	1		Dell	D1025TM	7095589	1220 Mog. Rd.		worked when replaced	age - updated
2012.274c	WRF	Desktop Computer	1		IBM	29U	830529UKLHM77F	1220 Mog. Rd.		worked when replaced	age - updated
2012.274d	WRF	Computer Keyboard	1		IBM	KB0225	611650	1220 Mog. Rd.		worked when replaced	age - updated
2012.274e	WRF	Computer Keyboard	1		Word Perfect	EP3435XTAT	6266269	1220 Mog. Rd.		worked when replaced	age - updated
2012.274f	WRF	Computer Keyboard	1		Dell		0003340D	1220 Mog. Rd.		worked when replaced	age - updated
2012.274g	WRF	Computer Mouse	2		A4 Tech		941035388 & 950327209	1220 Mog. Rd.		worked when replaced	age - updated
2012.275	WRF	COMPUTER EQUIPMENT	1								
2012.275a	WRF	White 15" Monitor	1		KDS	V5X-5	1281036218	1220 Mog. Rd.	1	worked when replaced	age - updated
2012.275b	WRF	White 15" Monitor	1		Nobic View	A1770NSL	838251198-AD	1220 Mog. Rd.		worked when replaced	age - updated
2012.275c	WRF	Computer Keyboard	1		Compac		BOAB30C39FHB	1220 Mog. Rd.		worked when replaced	age - updated
2012.275d	WRF	Computer Keyboard	1		Keytronic	E05366BTOPS2-C	438002791	1220 Mog. Rd.		worked when replaced	age - updated
2012.275e	WRF	Computer Keyboard	1		Mitsumi Electronic	KPQ-E99YC	8804-013242	1220 Mog. Rd.		worked when replaced	age - updated
2012.275f	WRF	Desktop Computer	1		Micro Experts		MX1A-004618	1220 Mog. Rd.		worked when replaced	age - updated
2012.275g	WRF	Computer Mouse	1		Compaq	MUIS9J	B01920H67FF17Q5	1220 Mog. Rd.		worked when replaced	age - updated
2012.276	WRF	MISC. ITEMS	1								
2012.276a	WRF	Printer 24-pin	1		Panasonic	KXP123	3CSBND85123	1220 Mog. Rd.	1	worked when replaced	age - updated
2012.276b	WRF	Office Jet Multi-Function Printer	1		Hewlett-Packard	C2890A	US541G12TF	1220 Mog. Rd.		worked when replaced	age - updated
2012.276c	WRF	Cork Board	1							none	not used
2012.276d	WRF	Vinyl Portfolio	1							none	not used
2012.276e	WRF	Casset Recorder	1		Dictaphone					not all functions work	not used
2012.276f	WRF	Space Heater	1		Black & Decker	220				none	not used
2012.277	WRF	LABORATORY EQUIPMENT									
2012.277a	WRF	Flash Point Tester	1		Pensky-Martens		600048	1220 Mog. Rd.	1	none	not used
2012.277b	WRF	Centrifuge	1		Cole Parmer	17250-10	1593	1220 Mog. Rd.		none	not used
2012.277c	WRF	pH Meter	1		Beckman	PHI-31	152801	1220 Mog. Rd.		none	age - updated
2012.277d	WRF	Hot Plates	2		Corning	PC600	37060322582 & 350601136049	1220 Mog. Rd.		non-working	non-working
2012.277e	WRF	Water & Sewage Analyzer Colormeter	1		Hach		DR-A-315	1220 Mog. Rd.		works, but needs new cord	not used
2012.277f	WRF	Vacuum Control Unit	1		Gelman Sciences			1220 Mog. Rd.		unknown	not used
2012.277g	WRF	Rubber Hose/Red	1					1220 Mog. Rd.		none	not used
2012.277h	WRF	Rubber Hose/Black	1					1220 Mog. Rd.		none	not used
2012.277i	WRF	Atomic Vapor Accessory	1		Thermo Jarrell Ash & Contr	440	2351	1220 Mog. Rd.		none	not used
2012.277j	WRF	Lab Heating Block	1		Labconco			1220 Mog. Rd.		none	not used
2012.277k	WRF	Magmix - lab stirrer	1		Precision Scientific Co.		10-R-4	1220 Mog. Rd.		non-working	not used
2012.277l	WRF	Aluminum Pan	1					1220 Mog. Rd.		none	not used
2012.277m	WRF	Pipette Holding Rack	1		Fisher-Scientific			1220 Mog. Rd.		none	not used
2012.278	WRF	M ISC. ITEMS									
2012.278a	WRF	Instant Cameras & Film Pack	2		Polaroid	Impulse		1220 Mog. Rd.	1	none	age - updated
2012.278b	WRF	First Aid wall cabinet	1		Respond			1220 Mog. Rd.		none	age - replaced
2012.278c	WRF	Hot Plac	1		Fisher		501N0004	1220 Mog. Rd.		non-working	non-working
2012.278d	WRF	pH Meter	1		Intercept	NX	3136132	1220 Mog. Rd.		unknown	age - updated

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2012-278e	WRF	Inhoff Cones/Set & Stand	1		Fisher			1220 Mog. Rd.		none	not used
2012-278f	WRF	Descrator/Plastic	1		Nalgene			1220 Mog. Rd.		none	not used
2012-279	WRF	4-Bulb In-Ceiling Light Fixtures	4					1220 Mog. Rd.	2	worked when replaced	age - updated
2012-280	WRF	Circular Chart Recorder	2		Bristol	433116C-960-011-120-000-100	85A-23201/85A2320000	1220 Mog. Rd.	1	needs motor	replaced
2012-280a	WRF	Circular Chart Recorder w/o motor	1		Bristol	433116C-960-011-120-000-100	85A-23-202	1220 Mog. Rd.	1	none	age - updated
2012-281	WRF	Dissolved Oxygen Meters - 3 with Lids	4		Phox Systems	65T/B	841083/851083/831083/821083	1220 Mog. Rd.	1	none	age - updated
2012-282	WRF	Flow Meters	2		Polysonics	UFM84	99359934	1220 Mog. Rd.	1	worked when taken out of service/ some parts missing	age - updated
2012-282a	WRF	Flow Meters - 2 w/gallon totalizers - 5 w/o totalizers - all w/cables	7		Polysonics	LCBT	07/3812/3806/3814/9915/3813/38	1220 Mog. Rd.		non-working	age - updated
2012-282b	WRF	Digital Level Control	1		Polyflex	ERS86-F	B-10764	1220 Mog. Rd.		copies fade	age - updated
2012-283	WRF	Copier	1		Mita	199508	NT47011081H	1220 Mog. Rd.	2	none	not used
2012-283a	WRF	Wooden Printer Stand	1		Coming	MP-6A	12624	1220 Mog. Rd.	2	none	age - updated
2012-284	WRF	Mega Pure System - Distiller Unit	1		HP	Deskjet 3845	TH46T127X	1220 Mog. Rd.	1	None	Replaced with radios
2012-285	WRF	Printer	1		BIF	DL-94		5860 Hodgeman	3	None	Replaced with high eff. T8's
2012-321	WTP	Signal Tone Cabinets	5	1974	Lithonia	U88-12		5860 Hodgeman	1	Needs cleaned and calibrated	Replaced with digital read
2012-322	WTP	2" x 4" recessed fluorescent fixtures	20	1974	Toledo	31-1821-FC	14922	5860 Hodgeman	2	Bent auger- Comes with replacement auger and parts	Replaced with new
2012-323	WTP	1000# Standing Scales	1				2186	5860 Hodgeman	3	None	Distribution system change
2012-324	WTP	Manure/Lime Spreader	1	2000	Knight	8018	720597	551 Summit Street	3	None	No longer required
2012-325	WTP	8" Altitude Valve	1	Mid 60's	Golden & Erson	17-D		551 Summit Street	3	None	Upgraded to direct 480 service
2012-326	WTP	240-480 Dry Transformer w/7 taps	1	1960	General Electric	9123B3883					
2012-369	Police	KPD# Tower AMD Sempron 1.8 Ghz, 512 mg ram, 80 gig hd.	1		UCI		60613670		1		
2012-370	Police	Tower AMD Sempron 1.8 Ghz 512 meg ram 40 gig hd	1		UCI		None		1		
2012-371	Police	Tower AMD K6-2 350 Ghz 256 meg ram	1		EMC		3453		1		
2012-372	Police	Tower Gateway PII 450 Ghz 128 meg ram.	1		Gateway		12669701		1		
2012-373	Police	Tower P4 2.4 Ghz	1		PAK		120104-AW		1		
2012-374	Police	Tower AMD Sempron 1.8 Ghz 512 Ram	1		UCI		KPD # 873		1	no hard drive	
2012-375	Police	Microwave Bridge part no. 48-00021.01	1		Alvarion	RB 28.D 5.5	2048-5003-01568		1		The other unit struck by lightning
2012-376	Police	Tower	1		Gateway	500 SE	26545465		1		
2012-377	Police	Tower P4 1.8 Ghz 512 ram	1		UCI		KPD# 875		1	No HD, No Ram, MB may be failing.	
2012-378	Police	Tower P4	1		UCI		CoK # 3020		1	Will not Boot and Graphics card gone	
2012-379	Police	Tower AMD Sempron 1.8 Ghz 512 Ram	1		UCI				1		
2012-380	Police	Mirroring IDE RAID kit New	1		Accusys	ACS-7500	NEW in box		1		
2012-381	Police	Printer HP e8154a	1		HP	Business Injet 1200	TH52P320GN		1		
2012-382	Police	17 in CRT	1		Gateway	VX 730	MU17089B0009823		1		
2012-383	Police	17 CRT	1		Ducwoo	719BN	GC162K0982		1		
2012-384	Police	Tower Celeron 1.10 Ghz 512 ram	1		Dell	DHS	J01P411		1		
2012-385	Police	Tower AMD 1.8 Ghz 512 meg ram	1		UCI		none		1		
2012-386	Police	Printer HP P3005x	1		HP	P3005X	CN12R07237		1		

City of Kent
2012 Auction

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2012.387	Police	Laptop Windows 98	1		Toshiba	1800-S253	71223423PU		1	Works but monitor needs replaced, does not show image.	
2012.388	Police	Tower P4 2 Ghz	1		UCI		None		1	No hard drive	
2012.389	Svc. Adm.	17 in CRT	1		Gateway	E7006	M1A8J4214955		1		
2012.390	Svc. Adm.	15 in CRT	1		AOC	SE	BDAK85047769		1		
2012.391	Svc. Adm.	19 in CRT	1		AOC	9GLR	E1GG25C601457		1		
2012.392	Svc. Adm.	17in CRT	1		AOC	7E1R	C3CN2AD638447		1		
2012.393	Svc. Adm.	Tower Celeron 902 Ghz 368 ram	1		UCI		NONE		2		
2012.394	Svc. Adm.	14 in CRT	1		Ultra	SRC1492	408TA0031457		1		
2012.395	Svc. Adm.	17 in CRT	1		Dell	D1025HTX	8050090		1		
2012.396	Eng.	19 in CRT	1		Dell	D1226H	59119-C29L9		1		
2012.397	CD	HP printer	1		HP	Laserjet 6P	USBBI139413		2		
2012.398	CD	Fax machine	1		Brothers MFC 8300	MFC 8300	U56461J9118037		2	Cass, motherboard, cpu. Power supply only	
2012.399	CD	Tower	1		HP Compaq	d220 mt	MXD4140623		2	No hard drive	
2012.400	Eng.	Tower	1		Dell	Optiplex GX1p	UJ00D1		2	20 Gig hd	
2012.401	Eng.	Tower	1		Gateway	500SE	26548486		2		