



Kent Parks & Recreation Department

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

To: David Ruller, City Manager
From: John Idone, Kent Parks & Recreation Director
Date: March 9, 2009
Re: Cooperative Boating Facility Grant Application

As you know, earlier this year the city applied for a Cooperative Boating Facility Grant. I am pleased to report that the application was funded in the amount of \$250,000 to be matched by \$42,150 in park funds. The project will focus on creating better access around the Kent Dam to enable boaters to portage around this area and the development of River Bend Park.

The development of River Bend Park has been the subject of some concern with some River Bend residents who have objected to the size of the parking lot (20 cars) and lighting. Unfortunately, due to the preliminary nature of the conceptual plan submitted as part of the application, the project has received some negative publicity. Recognizing these concerns we have been successful in amending the scope of the project to reduce the size of the parking lot from 20 to 10 cars. In addition, any lighting will be kept to a minimum for security purposes only.

The Parks & Recreation Board is keenly aware of the sensitivity of the neighborhood and has committed to hosting two public meetings to solicit comments and incorporate practical ideas into the design. The design of River Bend Park will strive toward meeting the needs of adjacent property owners, as well as meeting the needs of boaters in a safe, functional and aesthetic manner. The project when completed will be an asset to the neighborhood and Kent community. The Department has solicited RFP's for Design and Engineering, but cannot move forward until the grant agreement is executed.

Please place the matter of authorizing acceptance of the grant, including a commitment of funding of the project (2010 Budget) for the December 3rd City Council Meeting as an unauthorized item. The emergency clause is requested due to the response time requested by ODNR. Please let me know if you need any additional information.

Enc.
PC: Kent Parks & Recreation Board
Linda Copley, Clerk of Council
Jim Silver, Law Director



WATERWAYS SAFETY FUND
COOPERATIVE BOATING FACILITY GRANT AGREEMENT
OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATERCRAFT
AND

KENT PARKS & RECREATION

The State of Ohio, represented by the Ohio Department of Natural Resources, and the **Kent Parks & Recreation** (hereinafter referred to as the Cooperative Agency) agree to provide a boating access improvement project as follows:

Name of Project: Kent Cuyahoga River Access Project
Purchase Order Number:

A. The Cooperative Agency agrees to

The Cooperative Agency signatory to this Cooperative Boating Facility Grant State/Local Project Agreement agrees to complete this project on or before December 31, 2011. If unforeseen circumstances preclude completing the Project by the date specified, a revised completion date may be agreed upon in writing by the Cooperating Agency and the State.

And to perform in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal, included by reference as if fully set out herein, and the General Provisions attached hereto and hereby made a part thereof; (1) promptly submit to the State of Ohio, such reports and documents as the Ohio Department of Natural Resources may request; (2) operate, maintain, and keep for public boating access the property or facilities acquired or developed pursuant to this agreement, and refrain from conversion unless a proposed change is approved by the State of Ohio; (4) display a suitable sign acknowledging Waterways Safety Fund, Cooperative Boating Facility Grant Fund assistance.

B. The total estimated cost of the project is **\$292,150.00** which includes construction, engineering, and advertising costs. The State agrees to pay a maximum of **86%** of the estimated project costs including engineering and advertising or **\$250,000.00**, whichever is the lesser, and the Cooperating Agency agrees to pay the remainder. In no event shall the State's share of the Project cost exceed **\$250,000.00**. The State of Ohio hereby agrees to (1) obligate the Cooperative Agency funding assistance not to exceed **\$250,000.00** from Ohio's fiscal allocations made available under the provisions of House Bill 699, Section 209.10; (2) upon receipt of tangible proof of actual eligible costs paid by the Cooperative Agency in performing this agreement, reimburse the Cooperative Agency funds equal to no more than **86** percent of such eligible costs.

C. Obligations of the State of Ohio are subject to the provisions of the Ohio Revised Code Section 126.07 which provides that the Director of Budget and Management must certify that there is a balance in the appropriation which may satisfy the contractual obligation.

D. The State of Ohio and the Cooperative Agency mutually agree to perform this agreement in accordance with the policies and procedures set forth by the Ohio Department of Natural Resources. Failure to comply with or show sufficient progress in complying may result in the termination of this agreement.

- E. This agreement will terminate **June 30, 2010**, at which time the Ohio Department of Natural Resources may renew this Agreement upon thirty (30) days prior written notice under the same terms and conditions and subject to appropriation for the fiscal biennium beginning July 1, 2010 and ending June 30, 2012, unless the Agreement is canceled prior thereto in accordance with any other provision of this Agreement. In the event this Agreement extends in time beyond the current biennium, this Agreement shall be valid and enforceable only if funds are appropriated and the Director of the Office of Budget and Management certifies that there is a balance in the appropriation not previously obligated to pay existing obligations.
- F. The Cooperative Agency has furnished the State evidence of its ownership of said land on which the Project is situated in which the Cooperative Agency has fee simple title, an attorneys opinion of title, title guarantees, title insurance, a lease or easement lasting 25 years or more in the community in which the real estate is situated (Attachment B).
- G. Upon completion of the Project, the Cooperative Agency agrees to operate and maintain the facilities, without cost to the State, for a period of not less than twenty-five (25) years, or such other period mutually agreed to in writing by both parties, in a manner satisfactory to the Director of the Department of Natural Resources or the Director's Representative and will make ample provisions each year for maintenance. The Cooperative Agency covenants that it will not transfer any or all interest in the real estate owned by the Cooperative Agency upon which the Project is to be constructed, as described in (Attachment C) (real estate description), for a period of not less than twenty-five (25) years, or such other period mutually agreed to in writing by both parties.
- H. In accordance with Executive Order 2007-01S, the Cooperative Agency, by signature on this document, certifies it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (3) will take no action inconsistent with those laws or the Executive Order. The Cooperative Agency understands that failure to comply with Ohio's ethics and conflict of interest laws and/or with Executive Order 2007-01s is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Executive Order can be found at: <http://governor2.ohio.gov/Portals/0/ExecutiveOrder2007-01S.pdf>
- I. If required to do so pursuant to Section 2909.33 of the Ohio Revised code, Cooperative Agency hereby represents and warrants that Cooperative Agency: (1) has not provided material assistance to an organization listed on the Terrorist Exclusion List of the State Department of the United States; (2) has obtained a current copy of the Terrorist Exclusion list; and, (3) truthfully has answered "No" to every question on the Ohio Department of Public Safety's form "Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization." If this representation is deemed false, this Agreement is void *ab initio* and the Cooperative Agency immediately shall repay to the State any and all funds paid under this Agreement. Information and forms concerning the Declaration may be found at: http://www.homelandsecurity.ohio.gov/dma/dma_general_info.asp
- J. The Cooperative Agency affirmatively represents and warrants to the State that it is not subject o a finding for recovery under R.C. 9.24 or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Cooperative Agency agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

K. The Cooperative Agency hereby certifies that all applicable parties listed in Division (1) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

In witness whereof, the parties hereto have executed this agreement as of the last date entered below:

**STATE OF OHIO DEPARTMENT OF
NATURAL RESOURCES:**

COOPERATIVE AGENCY

(Type Name and Title)

(Type Name and Title)

Pamela S. Dillon, Chief
Division of Watercraft

**As Designee for:
Sean D. Logan, Director**

(Signature)

(Signature)

(Date)

(Date)

Federal Tax Identification Number

COOPERATIVE BOATING FACILITY GRANT PROGRAM

General Provisions

Part I – Definitions

- A. The term "ODNR" or "State" as used herein means the Ohio Department of Natural Resources.
- B. The term "Director" as used herein means the Director of the Ohio Department of Natural Resources, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Project" as used herein means a single project that is subject to the project agreement.
- D. The term "Cooperative Agency" means the local governmental entity that is a party to the project agreement. For the purposes of these provisions, the terms "cooperative agency", "grantee", and "recipient" are deemed synonymous.
- E. The term "Chief" as used herein means the Chief of the Division of Watercraft, or any representative lawfully delegated the authority to act for the Chief.

Part II – Project Execution

- A. The Project period shall begin with the date of approval of the project agreement and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
- B. The Cooperative Agency will begin work on the project per the Project Schedule (Attachment E) agreed upon by both parties as part of this executed agreement and assure that the project will be prosecuted to completion with reasonable diligence.
- C. The Cooperative Agency shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
- D. The Cooperative Agency shall establish a separate special account for the funds for the project. The State reserves the right to audit this special account, either during or after completion of the Project.
- E. Before entering into a contract with the State, the Cooperative Agency must provide certification from local planning and zoning authorities that the Project is approved. (Attachment D)
- F. The Cooperative Agency is responsible for obtaining all federal, state and local permits and licenses that may be required for this Project.
- G. If the Project is located within any FEMA-mapped 100-year flood hazard area, the Cooperating Agency shall comply with the flood-plain management criteria of the National Flood Insurance Program (NFIP) and all procedures and rules authorized by 1521.14 of the Ohio Revised Code.
- H. Before the Cooperating Agency enters into a professional consulting services contract for the planning, and/or design, of the Project, the contract shall be submitted to the State for approval prior to the start of any work under the Agreement.

- I. The Cooperating Agency agrees to provide notice to the public of the Project to enable review and comment to identify any environmental concerns that need to be considered. Furthermore, the design of the Project will provide accessibility for the handicapped when applicable. Also, to the extent practical, Project facilities will be designed to minimize the adverse effects of flooding. The Cooperating Agency will also consult with the State Historic Preservation Office to identify any properties on or eligible for, the National Register of Historic Places that may be affected by the Project. State Historic Preservation Office clearance will be obtained by the Cooperating Agency prior to construction, or continuation of construction should evidence of potential archaeological significance be discovered during construction.
- J. The Project submittals associated with each phase of this grant process shall be submitted by the Cooperating Agency to the State for approval prior to the start of the next phase of work per the agreed Project Schedule as follows.

<ul style="list-style-type: none"> 1. Executed Agreement 2. Consultant Contract 3. Preliminary Design 4. 50% Design 5. Bid Package 	<ul style="list-style-type: none"> 6. Bid Recommendation 7. Construction Startup 8. Final Inspection 9. Close Out Documents
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One (1) copy of all submittals shall be sent to the following address:

ODNR – Division of Watercraft
 Monique Kirtley - Grants Coordinator
 2045 Morse Road – Bldg. A3
 Columbus, Ohio 43229-6693

- K. The Americans with Disabilities Act Accessibility Guidelines shall be employed in design of all proposed facilities including parking areas, restrooms, signage, walkways and boating access facilities.
- L. The Cooperating Agency agrees to serve as the contracting agency, with full responsibility for advertising the project, awarding contracts, and inspecting Project work. A performance bond in the full amount of the contract shall be required to be furnished by the successful bidder to the Cooperating Agency prior to execution of a contract. The Cooperating Agency shall forward all proposed contracts and bid tabulations relating thereto, together with its recommendations, to the State, for approval by the State, before entering into any bidding contracts.
- M. The Cooperating Agency agrees to comply with all applicable competitive bidding requirements and agrees to provide a letter of compliance, therewith from the Cooperating Agency's legal advisor to be submitted with the bid recommendation.
- N. The State's financial obligations are set forth at paragraph B of the first page of this Agreement.
- O. The Cooperating Agency shall provide all lands, easements, utility lines and services, and rights-of-way necessary for the Project without cost to the State.
- P. Upon execution of this Agreement by the Cooperating Agency and the State, the Cooperating Agency shall submit to the State, for its approval, a Project Disbursement Schedule. The Project Disbursement Schedule shall contain an itemized list of costs for all aspects of the Project, and an anticipated timetable for completion of the items listed.

- Q. Each invoice submitted by the Cooperating Agency shall be accompanied by an accounting of all Project costs, to date. The accounting shall show the amount authorized by the State, and the amount paid, to date, by the State.
- R. The State reserves the right to have all periodic invoices for expenses incurred on this Project, which have been approved by the Cooperating Agency, forwarded to the State for approval prior to payment to contractors by the Cooperating Agency.
- S. Upon completion of the Project, the Cooperating Agency shall notify the State, in writing, so that a final review of the Project can be performed. If deficiencies in the work are noted during this review, the State shall provide to the Cooperating Agency a list of remedial work items to be performed prior to acceptance of the Project. The Cooperating Agency shall notify the State once all remedial work is completed; however, the State shall retain the right to re-examine the Project to assure compliance with all listed remedial work items.
- T. The State will withhold 10% as final payment until full accounting is received which will include the final site inspection, completion of any punch list items and receipt of one set of as built plans.
- U. No changes, additions, or deletions shall be made in the approved plans and specifications for the Project without the express written consent of the State and the Cooperating Agency prior to any such change. Costs incurred for any work not approved by the State shall not be considered in the State's share of the Project costs.
- V. The Cooperating agency agrees to erect and maintain a permanent project sign, which identify the Division of Watercraft, Waterways Safety Fund participation in the project. The Cooperating Agency shall submit drawings of the permanent project signs for approval by the State prior to their construction and erection. The location and placement of the permanent project sign will be included in the plans submitted to the State for approval by the Cooperating Agency (see clause J of this section).
- W. The State reserves the right to review the Project at any time during the contract period to assure compliance with the approved plans and specifications and to review the progress of the work.
- X. During the contract period, the Cooperating Agency shall submit to the State written reports on the progress of the work and the estimated completion date based on said progress. Frequency of these submittals shall be a minimum of one (1) per month at the end of each month and submitted to the Division of Watercraft, Capital Improvements Coordinator, 2045 Morse Road, bldg. A-2, Columbus, Ohio 43229-6693.
- Y. If during this Project, some unforeseen condition is encountered which will change the scope of the Project beyond that contained in the original contract, the Cooperating Agency will immediately call the matter to the attention of the State. No further work shall be performed on the item on which the overrun will occur until the amount thereof and the method of payment is mutually agreed to in writing.

Part III – Compliance

- A. The Cooperative Agency agrees that any facilities which may be developed in the future on the lands acquired or developed under this Project will be made available to all persons regardless of race, color, sex, military status, religion, national origin or ancestry, age, handicap or disability on the same terms and conditions.

- B. The Cooperative Agency agrees that it will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment. The Cooperating Agency will not discriminate against any employee or applicant for employment, because of race, color, religion, national origin or ancestry, age, handicap, military status or sex. The Cooperating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin or ancestry, handicap, military status or sex. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff compensation, and selection for training, including apprenticeship. The Cooperating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the Department, setting for the provisions of the nondiscrimination clause.
- C. Pursuant to O.R.C. 125.111 the Cooperating Agency agrees that the contractor, any subcontractor, and any person acting on behalf of the contractor or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, military status, handicap, national origin or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. The Contractor further agrees that the contractor, any subcontractor, and any person acting on behalf of the contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, handicap, military status, national origin or ancestry. The Contractor must have a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation, annually, with the Ohio Civil Rights Commission and the minority business development office.
- D. The Cooperative Agency agrees that it will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices, and said Local Agency shall comply promptly with all requests and directions from the state of Ohio or any of its officials and agencies in this regard, both before and during performance.
- E. The above noted Equal Employment Opportunity provisions are applicable to this Project, and all bidding documents and contract documents shall contain necessary requirements to implement these provisions.
- F. In the event of the Cooperative Agency's non-compliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part.
- G. If the Cooperating Agency does not comply with all terms of this Agreement, the Agreement shall be void and the Cooperating Agency shall return all State funds that have been expended as part of this Agreement within ninety (90) days of said termination.
- H. The Cooperating Agency will not charge fees for access to the project or launch fees without written permission of the State. If entrance or user fees are to be charged, the Cooperating Agency will submit proposed fee schedules and documentation of need to the State for approval. Any fees charged shall be offered equally and not discriminate against any user group on the basis of residence, preferential fees, reservations, membership system, or allocation of spaces. All fees so charged will be used solely for maintenance of the Project. The Cooperating Agency shall establish a separate special account for the deposit of fees and the disbursement of funds therefrom, and shall submit to the State an annual report of revenue and expenditures from the account. The State reserves the right to audit this account. Detailed documentation shall be

kept to substantiate the reports for three years following the end of each reporting period. If all of the fee revenues and interest earned thereon are not used for maintenance of the Project, the excess revenue must be credited to the Ohio Department of Natural Resources.

- I. Neither the initial cost nor the amortization of the Cooperating Agency's share of the Project cost can be included in the calculations of the operation and maintenance of the Project.
- J. As required by Chapter 4115 of the Ohio Revised Code the contractor and all subcontractors shall pay the prevailing wage rate of the locality as determined by the Department of Industrial Relations on all work performed on this project. The contractor shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code including making the required reports to the Prevailing Wage Coordinator.
- K. The Cooperating Agency agrees that the hiring of employees for the performance of work under this Agreement shall be done in accordance with Sections 153.59 and 153.591, Ohio Revised Code.
- L. The Cooperating Agency certifies that neither it nor its employees are public employees of the State under federal and state law for tax, retirement deduction, and Workers Compensation purposes and that the Cooperating Agency carries Workers Compensation coverage.
- M. The Cooperating Agency certifies that it will maintain a Drug-Free Workplace. The Cooperating Agency agrees to comply with all applicable state and federal laws regarding drug-free workplace. The Cooperating Agency shall make a good faith effort to ensure that no employee of the Cooperating Agency shall purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in anyway.
- N. The Cooperating Agency also agrees to abide by all policies and procedures of the State which were stated in the application at the time of the Cooperating Agency agreed to this Project.
- O. The following items shall be provided by Cooperating Agency prior to signature of this Agreement. All items will be attached to this Agreement and all be fully incorporated herein:

- Attachment A: Project Description (Watercraft will provide)
- Attachment B: Copy of Deed, Lease or Easement
- Attachment C: Real Estate Description and Plat map
- Attachment D: Certification from Planning and Zoning Authorities
- Attachment E: Approved Project Schedule



CITY OF KENT, OHIO

DEPARTMENT OF SAFETY

To: Mr. Ruller
Mr. Bowling x
Mr. Giaquinto x
Mr. Locke
Chief Peach x
Mr. Roberts x
Chief Williams

From: William Lillich x

Subject: Traffic Engineering & Safety Meeting of November 9, 2009
TE&S 2009-08

Report Date: November 13, 2009

1. The foremost item on the agenda for this meeting is the status of the Stonewater Dr/West Main St project. There have been several delays on the part of the contractor that may extend the completion date from November 1 to February or March. In addition to delays in paving the project, the delayed arrival of the traffic signal equipment will add to the time extension. Engineering was interested in committee input on the potential use and opening of the street during the interim period.

After some discussion, the general consensus is that as long as a sufficient depth of asphalt can be applied this week, the street can be opened for use by the adjoining auto dealers. But without the signal in operation, the connection to the northern end of Stonewater Dr and the Lakes of Franklin Mills will remain closed until project completion.

2. The committee next reviewed information provided by a resident of Cherry St, who requested consideration of reducing the speed limit from 35 mph to 25 mph. Preliminary review indicates that the current speed zone is a continuation from the time that Cherry St was a state route. A review of regulations indicates that the street could qualify in either category, 35mph or 25mph. Additional preliminary evaluation indicates that other than the Water St intersection, this area is rather low in terms of traffic crash occurrence. The staff estimates that it would require a minimum of 40-60 hours to conduct a study on making such a change

With these facts in mind,. But with the problem perceived as minimal, it is recommended that no change be implemented.

3. The next topic was the design of the next leg of the hike & bike trail in the Fred Fuller and Tannery Park areas. Options were outlined to consider safety access to the trail, and the configuration of the boardwalk area.

4. The final item was a resident suggestion to relocate the speed limit signs in the River Bend Blvd area. The intention of the suggestion is to relocate the sign in the entry area to make it more noticeable. After discussion, it was concluded that most of the traffic using this area is local residents, etc., who are well aware of the speed limits. Moving the sign will have no impact on these drivers. Although the committee is requested to review the location, efforts at encouraging residents to help identify any violators should be undertaken in order to deal directly with the problem drivers.