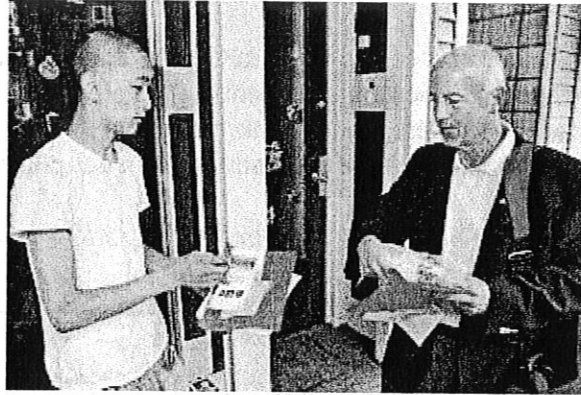


Tom Gebhardt: Off-Campus, On-Duty

April 6, 2009

Tom Gebhardt's campus office is empty, but that's a good thing. As director of the university's Office of Personal Safety & Off-Campus Affairs and the university liaison with the neighborhoods of the city, his everyday concern is for students who live off campus. He spends his days -- and many nights -- in the downtown areas of Albany, meeting with students, neighborhood leaders, and Albany safety officers mapping out plans and activities to help keep the city streets safe and, not incidentally, helping the students to become responsible, contributing members of the communities in which they live.



Tom Gebhardt meets with off-campus students and neighborhood leaders on community responsibility and safe behavior.

"We're proactive, and our charge is more than just assuring their safety and well-being," Gebhardt said. "It's about having these young people understand local laws and ordinances as well as our expectations and the neighborhoods' expectations of the lives they lead off campus."

The Office of Personal Safety & Off-Campus Affairs recently approached students in a door-to-door walk devoted to fire safety. Gebhardt and his team met students at their homes and apartment, offering fire safety tips and information about smoke detectors, barbecuing safety, keeping porches free of combustible materials, and other safety topics. They also distributed copies of a fire safety flyer and, if no residents were home, left it in a hanger bag on the doorknob. The fire-safety partners included the University's Department of Environmental Health and Safety, the Albany Fire Department, the New York State Office of Fire Prevention and Control, and the College of Saint Rose Department of Safety and Security.

The door-to-door campaigns are highly effective and frequently part of Gebhardt's routine when reaching out to students. Past campaigns have included distributing information about personal safety and student personal rights and responsibilities. He coordinates the WhistleWatch Safety Program and the Albany Disabled Alert Program, as well as the Midtown Neighborhood Watch, a partnership of the University Police Department, the Albany Police Department, the College of Saint Rose Department of Safety and Security, and the Pine Hills and Beverwyck Neighborhood Associations. He also oversees the Don't Walk Alone Safety Escort Service on campus and works with the Albany Police Department's Operation Safe Corridor initiative.

Most important, Gebhardt is the driving force behind the award-winning community service organization, the Committee on University & Community Relations. The committee comprises representatives of regional colleges, the Albany Common Council, the Albany Police and Fire departments, and student, neighborhood association, community, and religious leaders

"The committee, led by Tom Gebhardt, is dedicated to forging workable relationships between residents and students in the city's neighborhoods, and meets regularly with students leaders," said Frank Wiley, chief of the University Police Department. "Its success is one of the great strengths in our community policing model."

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University of Virginia / City of Charlottesville Joint Employee

June 28, 2006

Mr. Leonard W. Sandridge, Jr.
Executive Vice President, Chief Operating Officer
University of Virginia
P. O. Box 400228
Charlottesville, VA 22901

RE: Property Maintenance Inspector contract with the City of Charlottesville

Dear Mr. Sandridge,

This letter is in reference to the contract between the University of Virginia and the City of Charlottesville regarding the University's funding of a Property Maintenance Inspector, employed by the City, to enforce housing codes in the neighborhoods surrounding the University.

The contract period will expire in February of 2007, and the City feels strongly that the position has resulted in mutual benefits to both parties and that the program should be extended to maintain continuity of enforcement in the off-grounds student housing areas. A summary of the inspection program follows.

The inspector, Mr. Cory Jordan, has worked in the Venable, Fry's Springs, JPA, Lewis Mountain Road, Jackson-Via, and Fifeville neighborhoods since June 1, 2005. From February 1, 2005 through June 1, 2005, one of the City's experienced inspectors, Patty Armstrong, worked the same areas while Mr. Jordan was trained in other areas across the City. In December of 2005, Mr. Jordan took and passed a certification exam administered by the International Code Council, and is now a certified Property

Maintenance Inspector. In addition, Mr. Jordan has been elected Secretary of the James Madison Region Building and Code Officials' Association (JMBCOA) and is also a member of the Property Maintenance Committee of the Virginia Building and Code Officials Association (VBCOA). These are professional organizations which provide invaluable peer support, including advice on code administration and interpretations of code language, and are therefore a great resource, particularly for a young and therefore necessarily less-experienced code inspector.

In the thirteen months Mr. Jordan has personally spent enforcing codes in the areas surrounding the University, he has fostered positive working relationships with many area landlords as well as working closely with Vicki Hawes of the UVA Off-Grounds Housing Office. These relationships have allowed him to more effectively handle concerns from students and landlords regarding housing issues. Over the course of the entire program, encompassing both inspectors' work, 214 housing-related inspections have been made.

In addition to performing inspections of potential housing code violations, the inspectors also enforce the City's ordinances relating to maintaining and improving the appearance of neighborhoods, including ordinances related to the overgrowth of weeds/vegetation, excessive accumulations of garbage/rubbish, inoperative vehicles, and graffiti. Over the course of the program, the inspectors issued six notices regarding graffiti, 648 notices regarding overgrowth of weeds, 419 notices regarding vehicles, and 1,045 notices regarding trash accumulations. These actions have significantly improved the appearance of the neighborhoods in question, and this work has been complimented by neighborhood associations as well as homeowners who live in these areas.

In addition to responding to student-tenants' concerns and pro-active enforcement of housing codes, Mr. Jordan worked closely with the City Fire Marshal, Steve Walton, to inspect each fraternity and sorority house in the City's jurisdiction during the fall semester, at the request of Dean Laushway of UVA. These joint inspections addressed violations of the Property Maintenance (housing) Code as well as the Fire Prevention Code found within these high-occupancy residences. This program will take place again in the coming fall semester to ensure that these houses continue to be safe for their new and returning inhabitants. As a result of last fall's inspections, the agents representing a few fraternity houses were recently brought to court for failures to comply with the orders of correction issued. These houses are now working to come into compliance by August 30, 2006, the date set by the judge to correct their violations. This is a positive step, since it requires some of the housing corporations which own these structures to immediately make repairs they might otherwise have delayed indefinitely. Some fraternity members themselves have even expressed appreciation for the City's ability to require some improvements be made in the houses which they occupy but whose maintenance is not under their full control.

As noted above, this office feels that the program funding this position should be extended, based on the successes demonstrated so far. The relationships fostered by Mr. Jordan over the last year should not go to waste, and the more time he spends in these areas, the easier it becomes for him to achieve good rates of compliance and ensure the safety and quality of living conditions for UVA students who live in off-grounds housing. In addition, the City feels that the program should be extended for a five-year contract period, which will allow the inspector the confidence to establish himself as a permanent

fixture, further increasing his effectiveness in the area by guaranteeing that he will be reaping the rewards of the good work he does today for years in the future. Such permanence will also help to ensure that property owners respond positively to his enforcement requirements, since they will be aware that they will be working with the same person for years to come.

This program is a great asset to both the City and the University, and its elimination would only serve to give delinquent property owners the upper hand when planning their maintenance standards for the future. On the contrary, continuing the program will reinforce the idea that enforcement of the standards for off-grounds housing will only continue to improve. Those property owners who fail to maintain their housing units will continue to face increasing costs for bringing units into compliance with applicable codes, while those who maintain their units well will continue to attract new tenants and will not face these repair costs.

It is therefore our request that the agreement between the University of Virginia and the City of Charlottesville regarding the funding of a Property Maintenance Inspector be extended for five years under similar terms. Please advise us on your position regarding this suggestion as soon as is convenient for you.

Thank you for helping us to make and keep Charlottesville a World-Class City!

Sincerely,

Jerry Tomlin
Building Maintenance Code Official

Cc: Cory Jordan
Vicki Hawes, Off-Grounds Housing Office

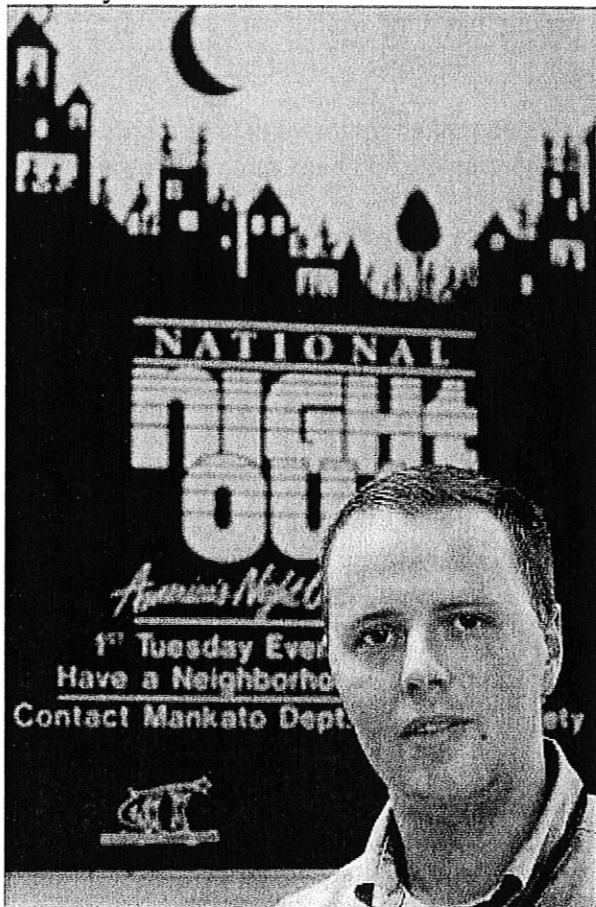
Mankato hires neighborhood support officer to help deal with nuisance complaints

Blank slate

2006-07-24

By Dan Nienaber, Free Press staff writer [published in The Free Press, Mankato, MN, 7/21/2006]

Photo by John Cross



One of Chris Boyce's first duties as Mankato's new neighborhood support officer is to help organize this year's National Night Out events Aug. 1. The events include neighborhood cookouts, parades, contests and neighborhood flashlight walks, among other things.

MANKATO — Except for a cleanly wiped drawing board and a few crinkled old maps of Mankato, the walls in Chris Boyce's new office are empty.

There are no community oriented policing awards or pictures of Boyce shaking hands with city officials. The promotional posters for National Night Out neighborhood picnics or crime free apartments aren't up either, at least not a couple of days ago.

Boyce's co-workers in the Mankato Police Department have suggested he at least find a plant for the windowless room. He's more concerned about

figuring out what his role will be as the city's new neighborhood support officer, a recently created job he is the first to fill.

Those walls will get decorated as his purpose with the police department is defined.

"There's lots of room for growth," he said. "That's the way I look at it."

Fielding nuisance complaints is Boyce's No. 1 priority, a duty that requires him to work closely with police officers, community service officers, firefighters and the city's Community Development office.

Nuisance calls include residents' complaints about a wide range of neighborhood problems, which is why Boyce is called a neighborhood support officer. Those complaints can include reports of barking dogs, loud parties, junk in yards and neighbors renting without a license.

It's going to be Boyce's job to filter through those calls, decide how they should be handled and to follow up to make sure each complaint is addressed. That could mean letting the people making complaints know the city has done what it can, even though the problem hasn't been fixed.

"People can be ticketed and go to court for having a junked motor vehicle in their yard, but that doesn't necessarily mean the junked motor vehicle had been moved," he said.

So he knows another part of his job will be educating people about the city's system for handling complaints, and the limits of the law. But he'll also be finding ways to teach neighbors how to handle problems on their own before getting police or other city officials involved.

That could be as easy as getting to know your neighbors so you feel comfortable telling them their dogs were barking at 2 a.m.

"I just have a belief that a lot of what police work is about is the quality of life in neighborhoods and helping neighbors talk to neighbors," Boyce said. "People don't talk so much anymore, but a lot of problems could be solved with dialogue between neighbors."

That dialogue starts with introductions, then finding ways they can look out for each other, he said.

He will also be working closely with the city's rental inspectors, said Paul Vogel, Mankato Community Development director. A fair portion of the city's nuisance complaints are from people reporting residential properties being rented without a license. Those calls are expected to increase when students return to Minnesota State University and the area's smaller colleges this fall.

One of Boyce's first major public projects is helping plan Mankato's National Night Out events. He'll also be working on the upcoming Senior Expo event that's organized by the Police Department and developing neighborhood watch groups.

"The position was created based on a need to better coordinate neighborhood issues," said Matt Westermayer, Department of Public Safety deputy director. "With the community

growing the way it is and the need we were seeing, it was obvious we needed to improve by having someone in that type of position."

Westermayer said Boyce's job hasn't been completely defined yet. It will develop as he starts working with neighborhoods and finds out what things work and what things don't work.

Boyce, who majored in law enforcement and political science at MSU, left his previous job as a YMCA program director to fill the new city position. He's working on getting his master's degree in public administration from the university.

A cooperative effort of the City of Fort Collins and Colorado State University

Community Liaison

In 1997, the City of Fort Collins and Colorado State University partnered to examine issues of town-gown relations in Fort Collins and formed the University-City Liaison Committee. This group of University and City leaders continues to meet quarterly to discuss issues of importance to both institutions.



The University and City worked on a pilot program in 1999 to identify neighborhood concerns and look for ways of creating dialogue between students and neighbors. Although the effect of this program was limited, it set the stage for many of the programs that were to follow. In addition, City Council passed a Public Nuisance Ordinance in 2001 to strengthen the consequences of violating certain existing ordinances.

The University and City jointly funded the Community Liaison Coordinator (CLC) position to take the lead on implementing programs to enhance relations between neighbors and students in 2001. The CLC operates as an employee of both the City of Fort Collins Neighborhood Services Office and Off-Campus Student Services at Colorado State University. The CLC divides her time between the two offices and has a program budget that is shared 50-50 by the two offices.

When the CLC position was first implemented, a significant amount of time was spent identifying the areas of concern in areas where non-student residents and students live in close proximity. Common concerns for long-standing community members included: noise, parking, number of occupants in a single-family dwelling, and neighborhood appearance. Student concerns included: lack of affordable housing off-campus, feeling like "second class community members," and housing standards.

Since the community liaison program was established, a number of foundational programs have been implemented to address these concerns. Programs are geared at educating students about local ordinances and standards, highlighting best practices of students and neighbors, strengthening enforcement and prevention, disposing of unwanted furniture in a positive way, and creating off-campus volunteer opportunities for CSU students.

We enthusiastically look forward to the future of the Community Liaison Program. If you have suggestions for making our program stronger, please do not hesitate to [contact us](#).

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE

MEMO

May 27, 2009

To: Dave Ruller, City Manager

From: Gene Roberts, Public Service Director

RE: Kent State University-Citizen Advisory Committee for Transportation

The Kent State University-Citizen Advisory Committee for Transportation (KSU-CAC) held a meeting on May 26, 2009 to present an update on the issues they were asked to discuss by Kent City Council. The three items discussed were a new parking lot at the front of the KSU Campus (known as Lot C), the Multimodal Facility and Summit Street traffic improvements.

The Committee's first meeting was on February 3, 2005 and over the course of the last four years they have held 29 meetings to discuss the identified issues relative to each of these items. The Committee's final product for each of the three projects was a Purpose and Needs Statement (P&N). Their P&N for the KSU Parking lot was used to develop the design for the parking lot which was built during the summer of 2006.

The P&N for the Multimodal Facility was used by Trans-Systems in completing the planning phase of the Multimodal Facility, which is now moving forward into design. Finally, the P&N statement for the Summit Street project is being used by Mr. James Bowling to direct the design improvements which are scheduled for construction in 2013, when funding has been identified to complete this project.

At the meeting on May 26, 2009, the KSU-CAC was provided with presentations by Mr. James Bowling that addressed the current status of the two remaining projects, Summit Street improvements and the Multimodal Facility. In addition, Mr. Brian Smith, PARTA Director of Planning, informed the Committee of PARTA's current efforts to continue design and identify funding. Finally, the Committee was presented an update of the current work in downtown Kent by Mr. James Bowling.

After the informational presentations, the Committee discussed the importance of each project remaining under their venue. A motion was made by Mr. Gene Wenninger, seconded by Mr. Bob Mayfield and voted on by the Committee, it was approved by a voice vote of 11-0. The motion is as follows:

MOTION WAS MADE RECOMMENDING THAT THIS COMMITTEE BE
DECOMMISSIONED SINCE IT HAS COMPLETED ITS OFFICIAL BUSINESS,
UPON DECOMMISSION OF THIS COMMITTEE, A NEW COMMITTEE BE
FORMED THAT INCLUDES THE STAKEHOLDERS OF THE SUMMIT STREET
IMPROVEMENT PROJECT SINCE FUNDING FOR THE PROJECT HAS BEEN
SECURED AND ALSO RECOMMEND THAT A COMMITTEE BE FORMED

REGARDING THE MULTIMODAL FACILITY PROJECT UPON FUNDING BEING SECURED FOR THAT PROJECT BY PARTA.

I recommend that Kent City Council accept the recommendation of the Committee and decommission the KSU-CAC. Equally, I recommend that a new committee be commissioned by Council to provide for public discussion and consideration of the issues specific to the Summit Street traffic improvement project. The new Committee members should be representative of the adjoining property owners, residents from the adjoining neighborhoods, Kent City Council Members and other identified impacted and/or concerned citizens. This Committee if commissioned by the Kent City Council will be staffed by the City's Engineering Division and lead by Mr. James Bowling, City Engineer.

Mr. Brian Smith stated in the meeting that PARTA will be requesting the formation of a committee to consider issues relating to the Multimodal Facility when the project has an identified funding source. Available funding will be a major factor constricting the final design of the project.

The Service Department will continue informing the KSU-CAC members of the ongoing efforts of the newly formed advisory Committee. Equally some of the members of the KSU-CAC expressed interest in applying for membership in the new Committee in the event Kent City Council elects to create this Committee.

On a personal note, I would like to commend each member of the KSU-CAC for their many hours of dedication to the Committee. Without their deliberation the KSU parking lot, Summit Street traffic improvement and the future of PARTA's Multimodal Facility would not be successful. The key to improve Kent's quality of life is the early and frequent consideration of public issues relating to how the City spends its limited resources.

The following members participated in the KSU-CAC:

Crain-to-Main Resident: John Gwinn

Crain-to-Main Business Representative: Rillis Money Penny (later filled by Mrs. Money Penny)

Downtown Business Representative: Brian Bialik

Residents At-Large (3): Sue Whitehurst
Diane Stresing
Dr. David Kaplan,

Summit Street South Resident: Heidi Shaffer (later as Council Ward Representative)

Downtown Resident: Harriet Begala

Main to Lincoln Resident: Iris Meltzer

Main to Lincoln Business Representative: Harold DuBois

West River Business Representative: Robert Mayfield

PARTA Board Member: Hal Farrier

PARTA Staff Representative: Mike Fleming, Director of Planning

PARTA Non-Voting Alternate: Dennis Missimi, Chief of Transit Police

Kent Area Chamber of Commerce: Dan Smith, Executive Director

Environmental Commission Representative: Sean Kaine

Kent Environmental Council Representative: Gene Wenninger

Kent State University Representative: Dr. Barbara Hipsman-Springer

Kent State University Student Representative: Matt Maynard

KSU Transportation Services: Thomas J. Clapper

Kent City Council Representatives: Beth Oswitch
Rick Hawksley
Edward C. Bargerstock
Tracy Wallach
Heidi Shaffer

In the event that Kent City Council elects to send each member a letter expressing appreciation of their efforts the Service Department would be willing to prepare the necessary correspondence for execution by Council.

I respectfully request Kent City Council time to discuss these issues and recommend that they decommission the Kent State University-Citizen Advisory Committee for Transportation and commission a Summit Street Transportation Improvement Project Citizen Advisory Committee.

MEMORANDUM
DEPARTMENT OF COMMUNITY DEVELOPMENT
City of Kent

Date: June 8, 2009

To: Dave Ruller, City Manager

From: Jennifer Barone, Development Engineer *JB*

Re: 1375 West Campus Center Drive – KSU Greek Village
Dedication of sanitary sewer

Copy: Gary Locke, Director of Community Development
Linda Copley, Clerk of Council
Jim Silver, Law Director
Gene Roberts, Service Director
Jim Bowling, City Engineer



I hereby respectfully request City Council agenda time for acceptance and dedication of the sanitary sewer at the Greek Village on Kent State University property.

The developer, ASW Properties, LTD., has offered the sanitary sewer for dedication. The sanitary sewer installation has been completed. The City currently is retaining a \$6241.95 cash performance bond which the developer desires to covert into the 2 year maintenance bond in the amount of \$3,850.00. The remainder will be refunded once all performance items are verified complete.

STATE OF OHIO EASEMENT

THIS AGREEMENT ("Agreement"), dated as of _____ is made and entered into by and between the STATE OF OHIO acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, (hereinafter referred to as "State"), for and on behalf of Kent State University (hereinafter referred to as "Agency"), and the City of Kent, a body politic duly formed and existing under the laws of the State of Ohio, (the "Grantee"), having its principal place of business located at 217 East Summit Street, Kent, Portage County, Ohio 44240, pursuant to the provisions of O.R.C. §123.01(A)(9).

WHEREAS, the State is the owner, in fee simple absolute, of the land described below (the "Easement Area") and more particularly depicted in Exhibit "A" attached hereto and made a part hereof:

DESCRIPTION:

Commencing at the intersection of the centerlines of Campus Center Drive (110 foot right of way) and Ted Boyd Drive (60 foot right of way); thence N. 30°31'51" E., 57.41 feet along the centerline of said Ted Boyd Drive to the TRUE PLACE OF BEGINNING for the EASEMENT herein described;

Thence N. 72°54'32" W., 111.02 feet;

Thence N. 15°51'41" E., 9.90 feet;

Thence N. 74°08'19" W., 395.77 feet;

Thence N. 65°20'45" W., 133.37 feet;

Thence northwesterly along a non-tangent curve to the right (defined by the following data: radius = 455.00 feet, arc distance = 266.90 feet, chord bearing = N. 40°07'03" W., chord distance = 263.09 feet, tangent distance = 137.41 feet and included angle = 33°36'35") to the northerly line of said Original Lot 5;

Thence N. 89°42'13" E., 21.82 feet along said lot line;

Thence southeasterly along a non-tangent curve to the left (defined by the following data: radius = 435.00 feet, arc distance = 245.18 feet, chord bearing = S. 40°35'00" E., chord distance = 241.95 feet, tangent distance = 125.94 feet and included angle = 32°17'39") to a non-tangent point;

Thence S. 65°20'45" E., 130.34 feet;

Thence S. 74°08'19" E., 394.23 feet;

Thence N. 15°51'41" E., 10.11 feet;

Thence S. 72°54'32" E., 399.60 feet;

Thence S. 17°05'28" W., 40.00 feet;

Thence N. 72°54'32" W., 287.72 feet to the TRUE PLACE OF BEGINNING and containing 0.7260 acre of land as determined by Jeffrey A. Cordi (Professional Surveyor Number 8270) of Mosyjowski & Associates Engineers in February of 2008.

The Basis of Bearings is the centerline of Ted Boyd Drive, N. 30°31 '51" E., as shown on a survey for Kent State University prepared by Gregory H. Poles, Professional Surveyor Number 6572, dated February of 2004.

Further reference is made to File No. 6820 on file in the offices of the Ohio Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395; and

WHEREAS, the Grantee desires to obtain from the State the within easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain sanitary sewer line upon the Easement Area; and

WHEREAS, the Agency requested the Department of Administrative Services to prepare this Agreement; and

WHEREAS, the Department of Administrative Services has determined that little or no adverse impact will occur to adjoining State-owned lands from the granting of the within easement, provided that Grantee fully adheres to all of the provisions hereof;

NOW, THEREFORE, in exchange and in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Use of Premises.

The State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a sanitary sewer line (the "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall at its own cost and expense, if State so requests, remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition unless the parties agree otherwise in writing.

2. **Term.**

The term of this Agreement shall be for twenty-five (25) years, commencing on June 1, 2009, (the "Commencement Date") and expiring on May 31, 2034, (the "Expiration Date") unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of paragraph 10 hereof.

3. **Consideration.**

Grantee shall pay to Agency the total sum of One and 00/100 Dollars (\$1.00) in consideration of the State's granting the within easement. Grantee shall tender such payment payable to the Treasurer, State of Ohio to Agency upon delivery to Grantee of a fully executed counterpart of this Agreement.

4. **Construction/Maintenance.**

- (A) The Improvement shall at all times be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.
- (B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not later than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay the State for all damages caused thereto.
- (C) The State shall be immediately notified when any installation belonging to a party other than Grantee or any unusual condition is encountered in the field.
- (D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.
- (E) The State may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as the State's improvements do not unreasonably impair the strength of or unreasonably interfere with the Grantee's ability to use and maintain the Improvement.
- (F) Grantee shall comply with the provisions of O.R.C. §4115, Prevailing Wage Requirements, as applicable.
- (G) Grantee shall have the obligation, for the term of this Agreement, at its cost to maintain and repair the Improvement on a continuous and ongoing basis, which maintenance and repairs shall be performed in a good and workmanlike manner to protect the safety and aesthetics of the Improvement.

5. Liability.

Grantee shall protect, indemnify and hold the State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Improvement or the Easement Area. Nothing contained herein shall be deemed to be a waiver by the State of any legal or factual defenses, which the State may enjoy.

Grantee shall protect, indemnify and hold the State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Improvement or the Easement Area. Nothing contained herein shall be deemed to be a waiver by the State of any legal or factual defenses, which the State may enjoy.

The provision of this Paragraph 5 shall survive the expiration or termination of the term of this Agreement.

6. Insurance.

Grantee shall at all times during the term of this Agreement, maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Easement Area. To protect the State's interest, the Grantee shall provide written proof (which is acceptable to the State) to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause shall constitute a material breach of this Agreement.

7. Mechanic's Liens.

(A) Nothing contained in this Agreement shall be construed as constituting the State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.

(B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area or the Property, or any portion thereof, other than (i) liens created by or resulting from any act or status of the State or failure by the State to perform any obligation not required to be performed by Grantee hereunder, or (ii) created by or resulting from any act or status or failure to act by Grantee to which the State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area or the Property, or any portion thereof, the Grantee shall, within thirty (30) days after receiving

notice thereof, remove or discharge same or to bond off such lien or encumbrance.

8. Taxes/Assessments.

Intentionally Deleted.

9. Assignment.

This Agreement may not be assigned or transferred, in whole or in part, by Grantee without the prior consent of the Director of Administrative Services, which consent may be withheld for any reason. Should consent to any such assignment be granted, such assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Any assignee shall expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

10. Termination.

(A) This Agreement may be terminated by State upon ninety (90) days notice given to Grantee if the Easement Area, or any portion thereof, is needed by the State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall, at its own cost and expense, if State so requests, remove, or cause the removal of all component parts of the Improvement and restore the ground to its former condition. Grantee shall have no claim against the State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, the State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated at any time by Grantee by delivering written notice to State and Agency setting forth the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, and shall return the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully repaired as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement, but failure to remove the Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

11. Default.

(A) In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to

make any payment required to be paid by Grantee when the same shall become due and payable and the continuance of such failure for a period of fifteen (15) days after the giving of notice to Grantee by the State of such failure, (ii) the Grantee's failure to perform or observe any other covenant, condition or agreement herein contained on the Grantee's part to be performed or observed and the continuance of such failure without curing of same within thirty (30) days after the giving of notice to Grantee by State of such failure (provided that in the case of any default referred to in this clause (ii) which cannot with due diligence be cured within such thirty (30) day period, if Grantee shall proceed promptly and continuously to cure the same default with due diligence, then upon receipt by the State of a certificate from Grantee stating the reason that such default cannot be cured within thirty (30) days and stating that Grantee is proceeding with due diligence to cure such default, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of same with due diligence); then, the State may, at its option, give to Grantee a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall at its own cost and expense, if State so requests, remove or cause the removal of the Improvements.

- (B) Upon termination of this Agreement, the State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.
- (C) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph 11, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

12. Rights Cumulative.

All rights and remedies of the State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

13. Waiver.

The waiver by the State of, or the failure of the State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by the State shall not be

deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

14. Notices, Demands or Instruments.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. registered or certified mail, return receipt requested, postage prepaid, (a) with respect to the State, addressed to:

Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

(b) with respect to Agency:

Kent State University
P.O. Box 5190
Kent, Ohio 44242
Attention: Vice President for Administration

and,

(c) with respect to Grantee, addressed to:

Kent City Council
217 East Summit Street
Kent, Ohio 44240
Attention: Office of City Manager

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days notice thereof, similarly given, as provided for in this paragraph.

15. Modifications.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both the State and Grantee.

16. Governing Law.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

17. Headings.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

18. Campaign Contributions & Ethics Compliance

Grantee hereby certifies that all applicable parties listed in Division (I) (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 accordance with Executive Order 2007-01S, Grantee, by signature on this document, certifies that it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Easement and may result in the loss of other contracts with the State of Ohio.

Grantee certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

19. Declaration of Material Assistance

In accordance with R.C. 2909.33(C), Grantee certifies that it meets one of the following conditions:

(a)(1) Grantee has not received, nor will it receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

or

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of _____, before me personally appeared _____, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

Notary Public, State of Ohio
My Commission Expires _____

APPROVED AS TO FORM:
Ohio Attorney General

By: _____
Assistant Section Chief, Business Counsel

**GRANTEE
CITY OF KENT OHIO**

By: _____
David Ruller

Date: _____

ACKNOWLEDGMENT

State of Ohio, Portage County, ss:

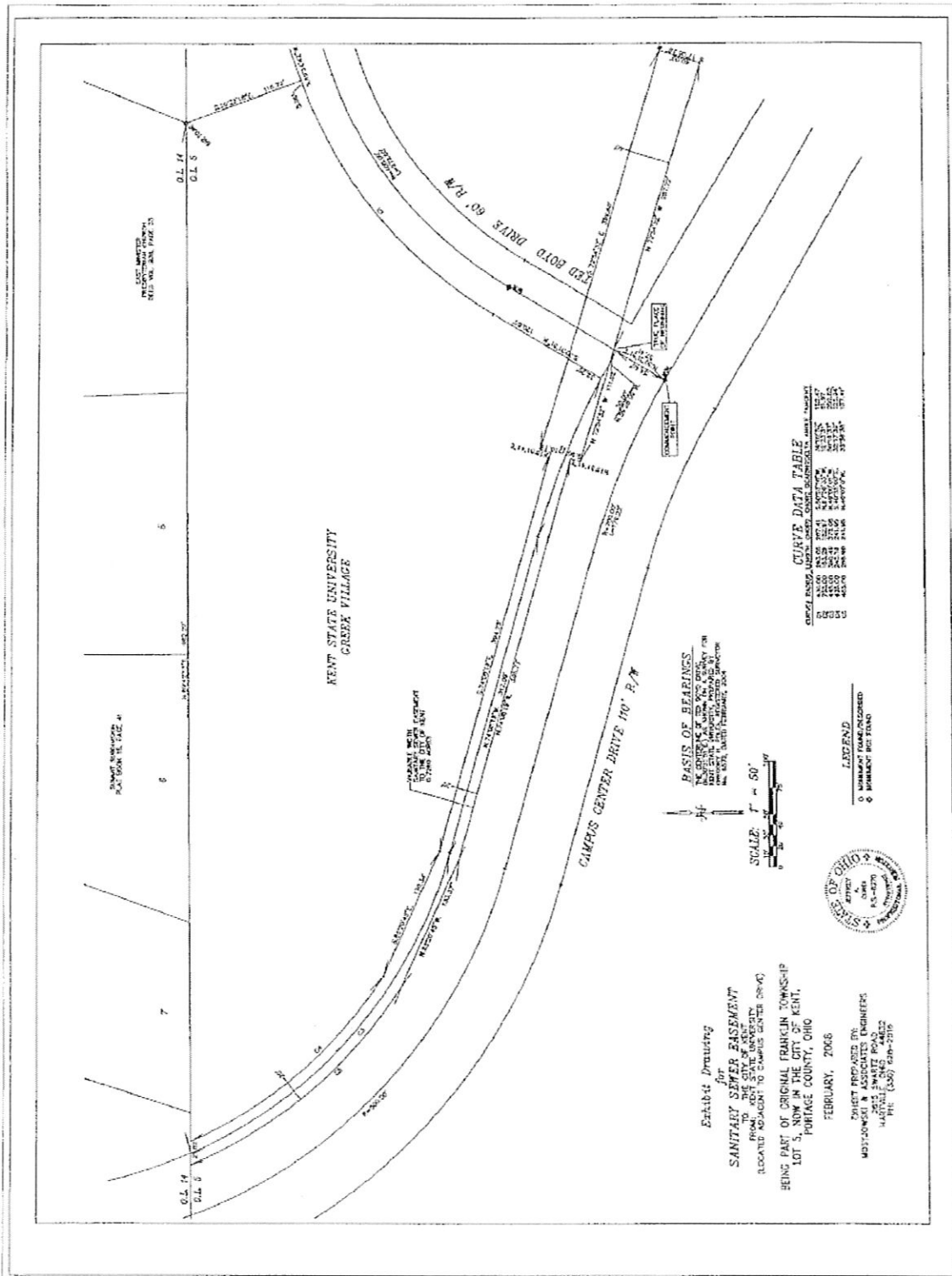
On this _____ day of _____, before me personally appeared David Ruller, City Manager, of the City of Kent, Ohio, a body politic, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of the City of Kent and that the same is he and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of the Grantee.

Notary Public, State of Ohio
My Commission Expires _____

APPROVED AS TO FORM:

By: _____
JAMES R. SILVER, LAW DIRECTOR

Exhibit "A"



CURVE DATA TABLE

CHORD BEARS	ARC BEARS	CHORD BEARS	ARC BEARS
68.00	103.00	103.00	157.00
84.00	124.00	124.00	188.00
100.00	145.00	145.00	219.00
116.00	166.00	166.00	250.00
132.00	187.00	187.00	281.00
148.00	208.00	208.00	312.00
164.00	229.00	229.00	343.00
180.00	250.00	250.00	374.00

BASIS OF BEARINGS
 N 5° 00' 00" E AND N 89° 59' 59" W
 DERIVED FROM THE ORIGINAL PLAT
 OF THE CITY OF KENT, OHIO, 1892

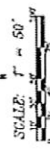


Exhibit Drawing
 SANITARY SEWER EASEMENT
 FROM THE CITY OF KENT
 ACCORDING TO CAMPUS CENTER DRIVE
 BEING PART OF ORIGINAL FRANKLIN TOWNSHIP
 LOT 5, NOW IN THE CITY OF KENT,
 PORTAGE COUNTY, OHIO
 FEBRUARY, 2006

WORK PREPARED BY
 MOTOJOWSKI & ASSOCIATES ENGINEERS
 14215 SWARZE ROAD
 PORTAGE, OHIO 44083
 PH: (330) 648-2216