



City of Kent
City Council Committee Meeting
320 S. Depeyster Street, Kent, Ohio 44240
Wednesday, March 5, 2025

AGENDA

6:55PM BOARD OF CONTROL

**CITY COUNCIL COMMITTEE MEETING WILL BEGIN IMMEDIATELY
AFTER BOARD OF CONTROL**

CALL TO ORDER

COMMITTEES

- 1. Committee of the Whole – Chair Mayor Fiala/Vice-Chair Amrhein**
 - 1.1 Preparation for Charter Review – Mayor Fiala
 - 1.2 2025 Administration Strategic Work Focus – Dave Ruller
- 2. Community Development Committee – Chair Rosenberg/Vice-Chair Clapper**
 - 2.1 2025 CDBG Action Plan – Bridget Susel
 - 2.2 Economic Development Update – Eric Helmstedter
- 3. Finance Committee – Chair DeLeone/Vice-Chair Celko**
- 4. Health and Public Safety Committee – Chair Amrhein/Vice-Chair Sidoti**
 - 4.1 Health Department services update – Joan Seidel
- 5. Land Use Committee – Chair Shaffer Bish/Vice-Chair Hook**
- 6. Streets, Sidewalks & Utilities Committee – Chair Sidoti/Vice-Chair Clapper**
 - 6.1 Modification to City's Parking Regulations – Chief Shearer
 - 6.2 Portage Hike & Bike Trail – ODNR Grant Agreement – Jim Bowling
 - 6.3 Franklin Township-Hudson Road Improvements – Phase V – Jim Bowling
 - 6.4 John Davey Arboretum – Joint Planning Agreement – Jim Bowling

ADJOURNMENT

Any person who requires an auxiliary aid or service for effective communication or a modification of policies and procedures to participate in any City or City Council public meeting or event should contact the Clerk of Council at 330-678-8007. Any request for auxiliary aid or other accommodation should be made as soon as possible, but no later than forty-eight hours prior to the event.

TENTATIVE MARCH 2025 CALENDAR

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Sustainability Comm 5:30pm	4 Planning Comm 1 7:00pm <i>Cancelled</i>	5 City Council Committee Mtg 7:00pm	6	7	8
9	10	11	12	13 Standing Rock Cemetery 4:00pm	14	15
16	17	18 Planning Comm 2 7:00pm	19 Regular City Council Mtg 7:00pm	20 Parks & Rec Bd 5:30pm	21	22
23	24	25	26	27	28	29
30	31					

KENT CITY COUNCIL'S PENDING LIST

Administration	Date of Motion	Motion Made by
Senior Advisory Committee	10/18/2017	Ferrara; Sidoti
Discussion with Franklin Twp. /sidewalk snow upkeep	01/19/2022	Shaffer Bish
Explore Use of Consent Agenda	04/17/2024	Hook

Council Committees	Month/Yr.	Motion Made by
Noise Ordinance Review - Health & Public Safety	11/15/2023	Amrhein
Downtown Historic District- Community Dev.	02/24/2024	Shaffer Bish
Role of Architecture Review Board- Community Dev.	02/24/2024	Celko
Requirement for In Person Board Interviews- Comm/Whole	03/20/2024	Rosenberg
Arborist & Health Dept. used in Rental Inspections	06/19/2024	Clapper
Warming Centers for the Unhoused	09/18/2024	Hook

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CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

Date: February 25, 2025

To: Dave Ruller, City Manager

From: Kailyn Cyrus, Zoning and Grants Coordinator

Cc: Bridget Susel, Community Development Director; Kathy Coleman, Clerk of Council, Patti Long, Assistant to the City Manager, PY2025 CDBG Action Plan File, PY2025-2029 Consolidated Plan File

Re: 2025-2029 Consolidated Plan Funding Objective Recommendations & PY2025 CDBG Project Funding Recommendations

The City of Kent Community Development Department is in the process of writing its five-year Consolidated Plan for the period spanning the program years (PY) 2025-2029. The Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) by no later than June 17, 2025, and needs to identify the housing and community development objectives the City of Kent will address with its Community Development Block Grant (CDBG) funding over the next five years. Staff is recommending that the primary funding objectives remain the same as the last five-year planning period. These objectives are as follows:

2025-2029 Funding Objective Recommendations:

Targeted Infrastructure Improvements in Low-to-Moderate Income Residential Areas: Promote a suitable living environment by allocating CDBG resources to support infrastructure and public facility improvement activities that will assist with addressing the problem of aging and insufficient infrastructure in residential areas that have high concentrations of low-to-moderate income households.

Offer Housing Programs to Provide Safe and Decent Housing for Low-to-Moderate Income Households: Promote safe and decent housing for low-to-moderate income households throughout the City by providing owner-occupied housing rehabilitation and an energy efficiency repair program to replace furnaces and hot water tanks that ensures basic housing needs are met. Citywide, the percentage of households that are classified as low-to-moderate income is 61.6%. The City's housing stock is older, with 49.5% of the owner-occupied housing units constructed in 1960 or earlier. Many of these older residential units have structural deficiencies or code issues which need to be corrected in order to ensure safe and decent housing.

Provide Appropriate Supportive Services for Low-to-Moderate Income Persons: Provide assistance to nonprofit organizations that provide needed public facilities, programs and supportive services for low-to-moderate income persons living in the community. The City maintains a strong working relationship with the nonprofit organizations operating in the Kent community and has used CDBG funds to support many much-needed programs.

2025 CDBG Funding and Project Recommendations

In addition to identifying the City's PY2025-2029 funding objectives, the Consolidated Plan will include the PY2025 Action Plan, which will identify proposed projects to be funded during Program Year 2025. The Community Development Department anticipates the City's CDBG allocation for PY2025, as determined by HUD, will be approximately \$280,000. A total of six (6) project proposals were received this year seeking CDBG funding assistance and the total amount of funding requested was \$307,395. Based on a review of these proposals and in consideration of all applicable CDBG regulatory requirements, staff is recommending Council approval of the projects and proposals below at its May meeting. Formal approval in May allows time for a public comment period and a second public hearing to take place prior to authorization.

1. City of Kent, Engineering Department – Elm Street Reconstruction

This activity provides funding to assist with the design and full-depth reconstruction of Elm Street from Dodge Street to South Water Street. The work involves rehabilitation of the asphalt pavement, new sidewalks, concrete curb and gutter, catch basins and storm sewers to improve drainage along the roadway. This is a multi-year project, and construction is scheduled for 2027.

Funding Requested: \$170,000 **PY 2025 Funding Recommended: \$170,000**
PY2024 CDBG Funding: \$170,000

2. City of Kent, Police Department – Neighborhood Policing

The Neighborhood Policing Program provides additional patrols and police visibility primarily in low-to moderate-income neighborhoods and in publicly assisted housing complexes. The program has a goal of improving communication, trust and understanding between residents and the Police Department. Funding for this activity is counted toward the Public Service 15% funding limitation.

Funding Requested: \$24,000 **PY 2025 Funding Recommended: \$10,000**
PY2024 CDBG Funding: \$7,000

3. Axxess Family Services – Homeless Shelter Services

The Homeless Shelter Services program provides services at Miller Community House, which is an emergency homeless shelter. Funding helps pay for shelter nights spent by Kent residents including needed case management, counseling and housing placement. Funding for this activity is counted toward the Public Service 15% funding limitation.

Funding Requested: \$15,000 **PY 2025 Funding Recommended: \$15,000**
PY2024 CDBG Funding: \$15,000

4. Axess Family Services – Roof Replacement 161-163 Currie Hally Pkwy

Axess Family Services is requesting CDBG funds to do a complete roof replacement at 161-163 Currie Hall Parkway, a two-family dwelling (duplex) that provides transitional housing to individuals and families experiencing housing insecurity within the City of Kent.

Funding Requested: \$17,995
PY2024 CDBG Funding: \$0

PY 2025 Funding Recommended: \$17,995

5. CAC of Portage County – Furnace Inspection/Targeted Replacement Program

The applicant is requesting funding from the CDBG program to continue its “Kent Furnace Inspection/Targeted Replacement Program” that provides the services of furnace inspections, tune-ups, or the replacement of failing or inefficient furnaces and/or hot water tanks for low-to-moderate income Kent households.

Funding Requested: \$44,100
PY2024 CDBG Funding: \$35,000

PY 2025 Funding Recommended: \$44,100

6. City of Kent, Community Development – Administration

These funds are used to cover grant administration costs such as the cost of staff, supplies, advertising, postage, copying, travel costs for training, and other related costs. Funding for this activity is counted toward the Planning and Administration 20% funding limitation.

Funding Requested: N/A
PY2024 CDBG Funding: \$2,425

PY 2025 Funding Recommended: \$3,000

7. Fair Housing Contact Services – Fair Housing

These funds will be used to cover the cost associated with the provision of fair housing service. The consultant will provide counseling in the areas of housing discrimination and landlord-tenant issues. They’ll investigate fair housing complaints and provide a variety of public education and outreach services in the City. Funding for this activity is counted toward the Planning and Administration 20% funding limitation.

Funding Requested: \$19,000
PY2024 CDBG Funding: \$19,000

PY 2025 Funding Recommended: \$19,000

NOTE: Coleman Health Service requested \$17,300 for a parking lot repair at the Walter Capling Apartments, but the complex is located within Franklin Township. The project cannot be funded by the City of Kent Community Development Block Grant.

A spreadsheet summarizing the requested and recommended funding amounts has been attached for review. Copies of all submitted PY2025 CDBG proposals also are available for review at the Community Development Department.

PY2025 CDBG Allocation (8-1-25 to 7-31-26). HUD Estimated Allocation				
Applicant	Project	CDBG Request	PY2025 Funding Recommended	Funds Awarded in PY2024
Community Action Council (CAC)	Targeted Furnace Replacement	\$44,100	\$44,100	\$35,000
Engineering Department	Elm Street Reconstruction	\$170,000	\$170,000	\$170,000
AxessPointe Community Health Centers	Roof Replacement, Currie Hall Pkwy	\$17,995	\$17,995	
AxessPointe Community Health Centers	Homeless Shelter Services	\$15,000	\$15,000	\$15,000
Kent Police Department	Neighborhood Policing	\$24,000	\$10,000	\$7,000
Administration	Administration		\$3,000	\$4,000
Fair Hsg Contact Serv.	Fair Housing	\$19,000	\$19,000	\$19,000
TOTAL		\$290,095	\$279,095	
Project Not to be Funded				
Coleman Professional Services	Capling Apartment Parking Lot Repair	\$17,300		
2025 Allocation (estimated):			\$280,000	
Public Service Cap (15%):			\$42,000	
Administration Cap (20%):			\$56,000	



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: February 25, 2025
TO: Dave Ruller, City Manager
FROM: Eric Helmstedter, Economic Development Director
RE: 2024 Economic Development Update

I have completed my annual report for the economic development activity in 2024 and am respectfully requesting time at the March 5, 2025 Council Committee meeting to present the update to Council.

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

Thank you.

Attachments

cc: Bridget Susel, Community Development Director
Kathy Coleman, Interim Clerk of Council

A large-scale outdoor art installation featuring the word 'KENT' in tall, three-dimensional letters. Each letter is filled with a different vibrant, abstract, and nature-inspired pattern. The letters are set on a low concrete base in a grassy area with trees in the background. The text 'City of Kent, Ohio' and 'Economic Development Update' is overlaid on the image.

City of Kent, Ohio Economic Development Update

March 5, 2025

Economic Activity

- Completion and Updates of Last Year's Projects
- New Dining Options
- New Shopping Options
- New Service Providers
- New Entertainment Options
- Projects on the Horizon
- Other Business News
- Economic Measures



Completion of Last Year's Projects

Davey Tree Corporate Building Renovations



Completion of Last Year's Projects

Evelyn Dickerson Hair Design

evelyn dickerson
hair design



Completion of Last Year's Projects

101 Bottles Renovation



New Dining Options

Blind Squirrel Pub



New Dining Options

LeeAngelo's



New Dining Options

Wings Spot



New Dining Options

Alley Mac



New Dining Options

A&J Ramen Spot



New Dining Options

Federales



New Shopping Options

Kent Apparel Co



New Shopping Options

Midnight Fairy Jewelry



New Shopping Options

Excelty



New Service Providers

4th Gen Salon and Spa



New Entertainment Options

Mirgs Slot Car Raceway

MIRGS
Slot Car Raceway



New Entertainment Options

Board and Bevy



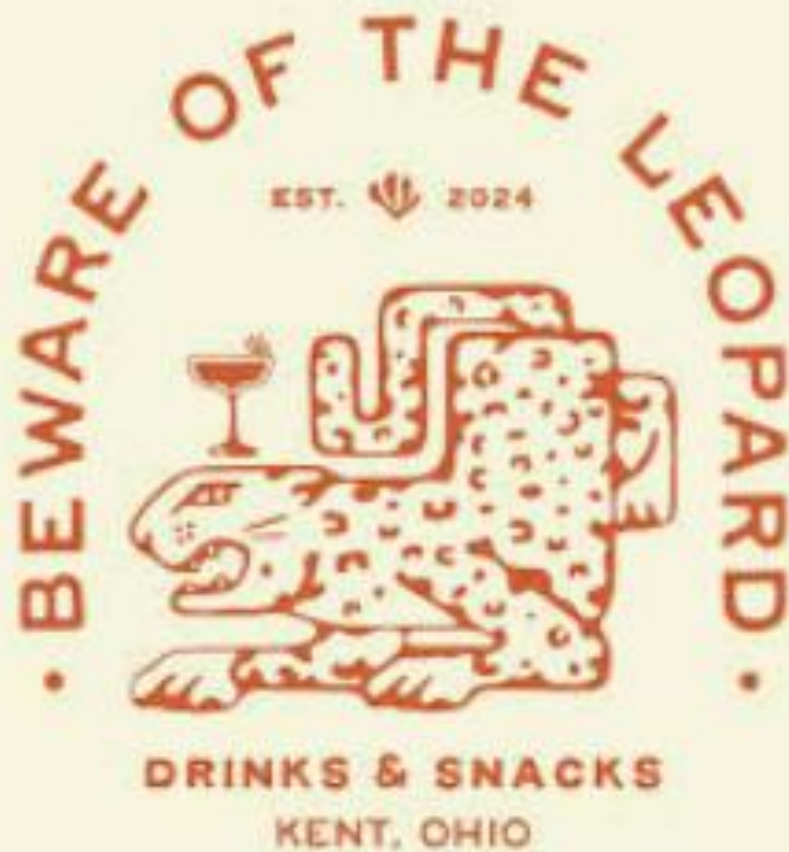
Closures

- Bricco
- MoonBase Bar
- Troppus (Physical Location)
- Roccas Cupcake Café
- GV Art + Design



Projects on the Horizon

Beware of the Leopard



Projects on the Horizon

Bibibop



Projects on the Horizon

Rascal House



Projects on the Horizon

ThunderStruck Donuts



Projects on the Horizon

Maddalenas



Projects on the Horizon

Main Street Memorabilia

**MAIN STREET
MEMORABILIA**



Projects on the Horizon

Klaben Lincoln Dealership



LINCOLN



Projects on the Horizon

Enterprise Rent-A-Car Relocation



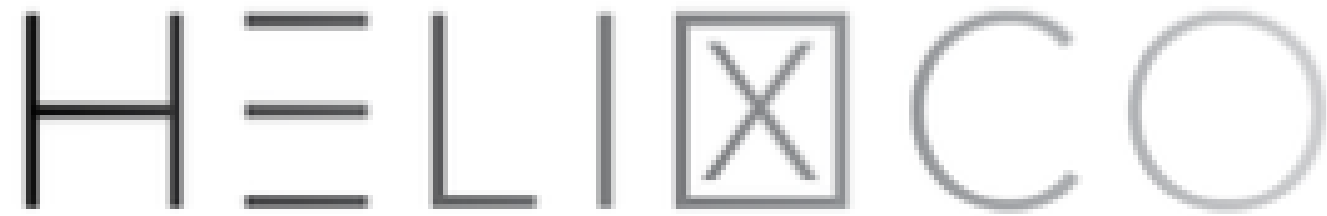
Other Business News

Business Rebranding's



Other Business News Continued

Helix Co Opens in Acron Alley



HELI X CO

RESPOND. RESTORE. REFOCUS.

Other Business News Continued

JobsOhio Small Business Grant

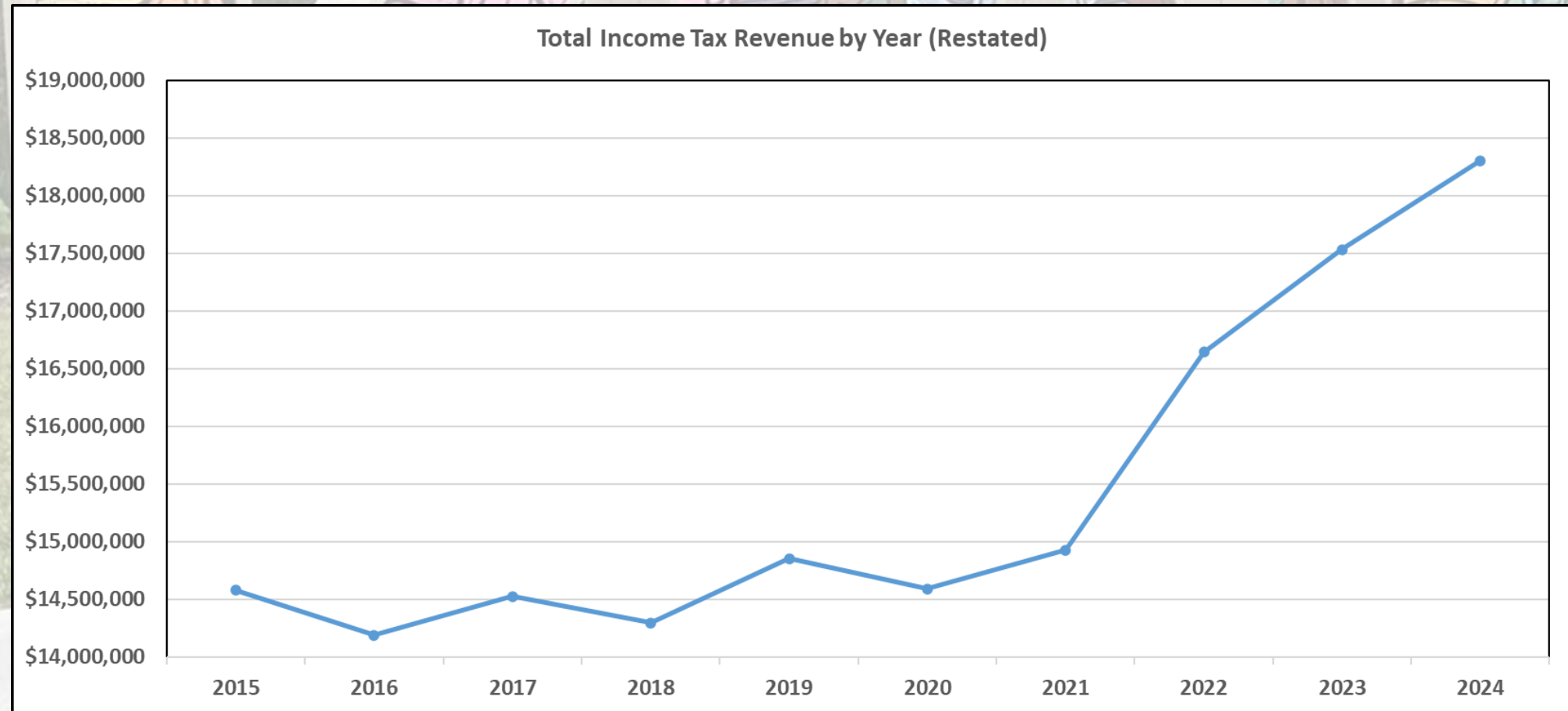
- Continued success with the Jobs Ohio Small Business Grant, formerly the Inclusion Grant
- Four Kent businesses received funding: Beemer Machine, Polymerics, Escott & Co, Emerald Environmental
- Funding will help with expansion and lead to the cumulative creation of 13 new jobs across the four companies

Other Business News Continued

ACS

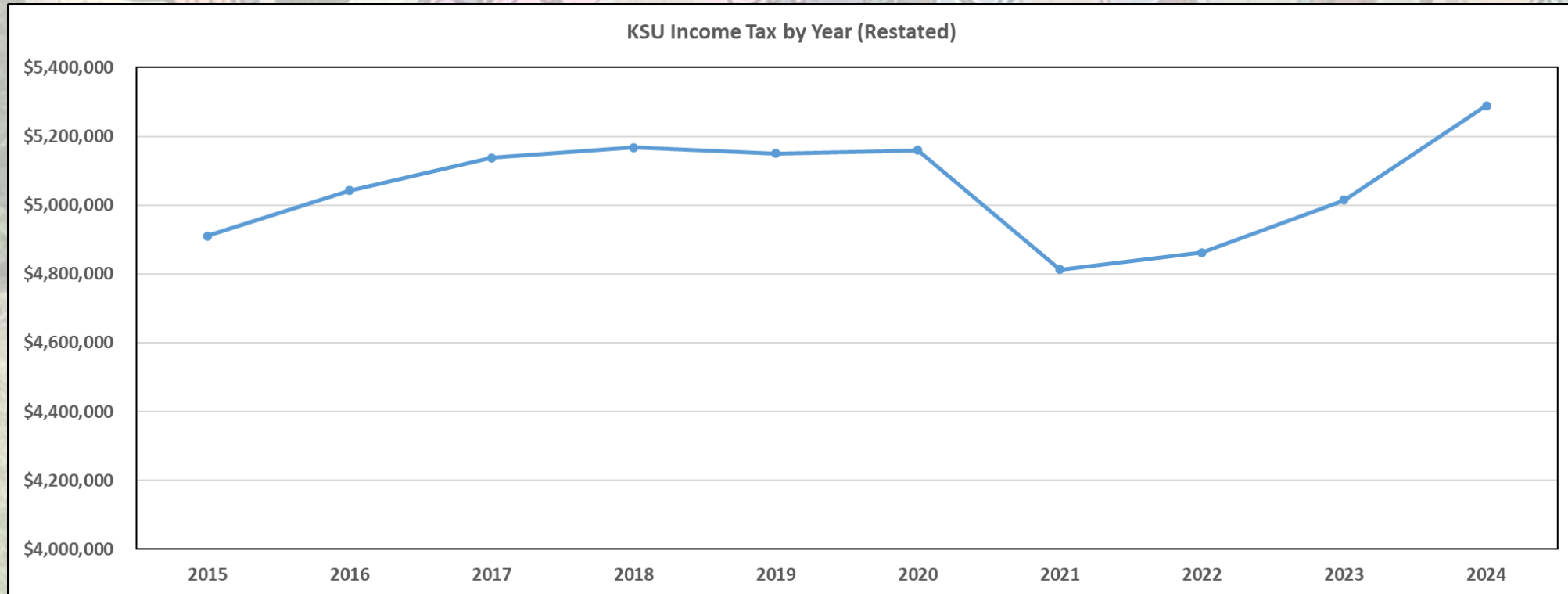


Economic Measures



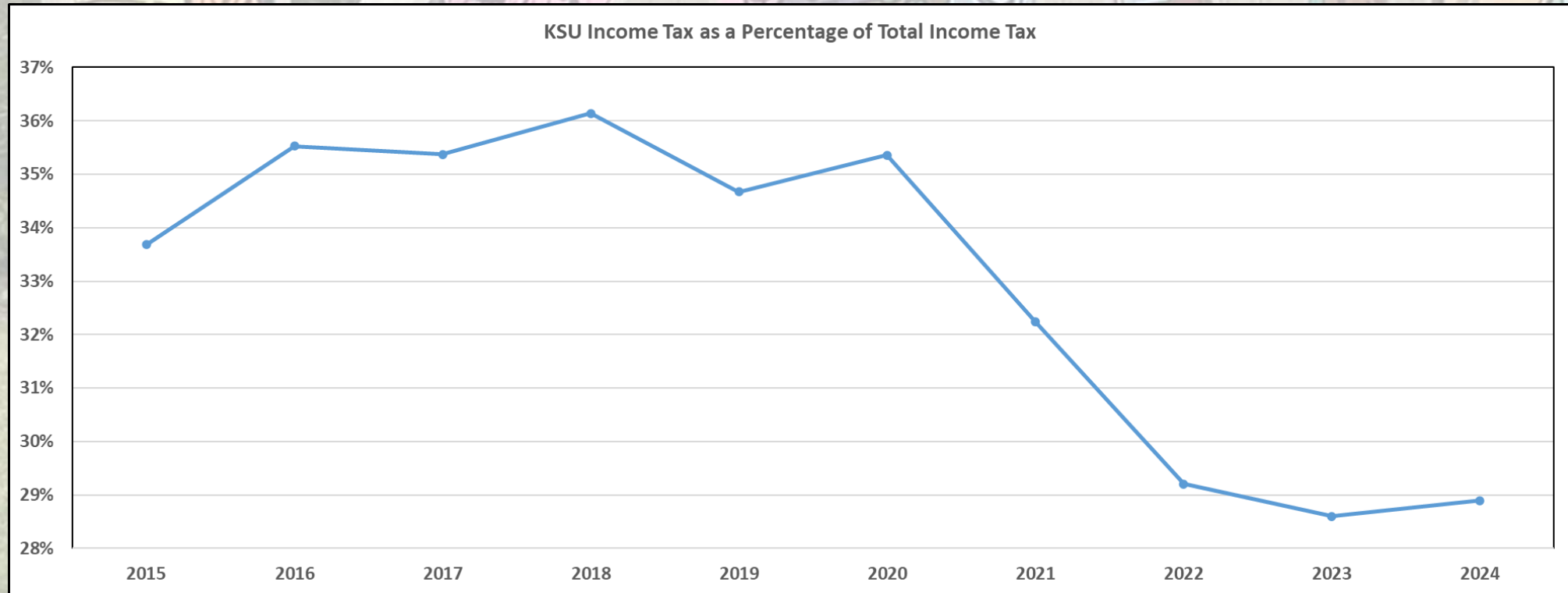
Source: January 2025 Income Tax Report

Economic Measures



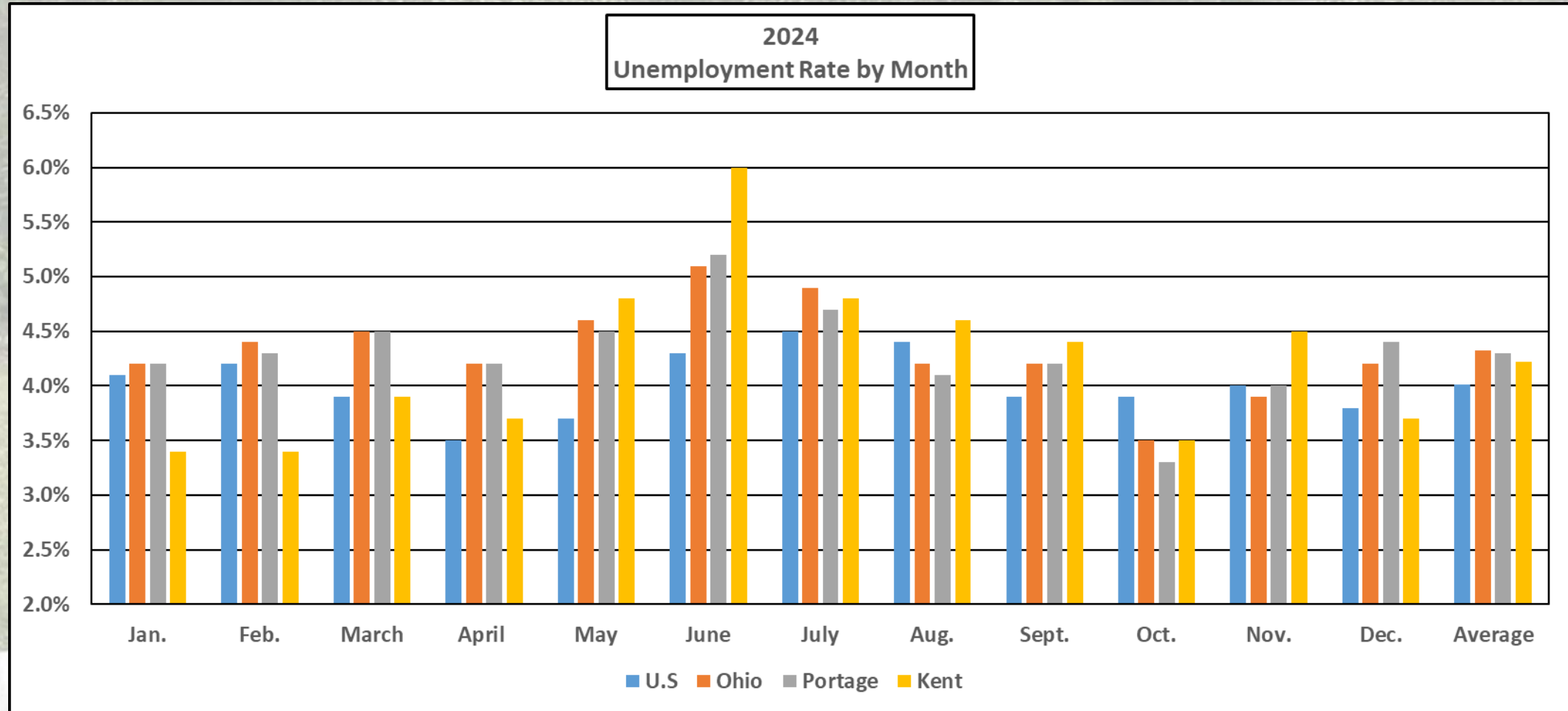
Source: January 2025 Income Tax Report

Economic Measures



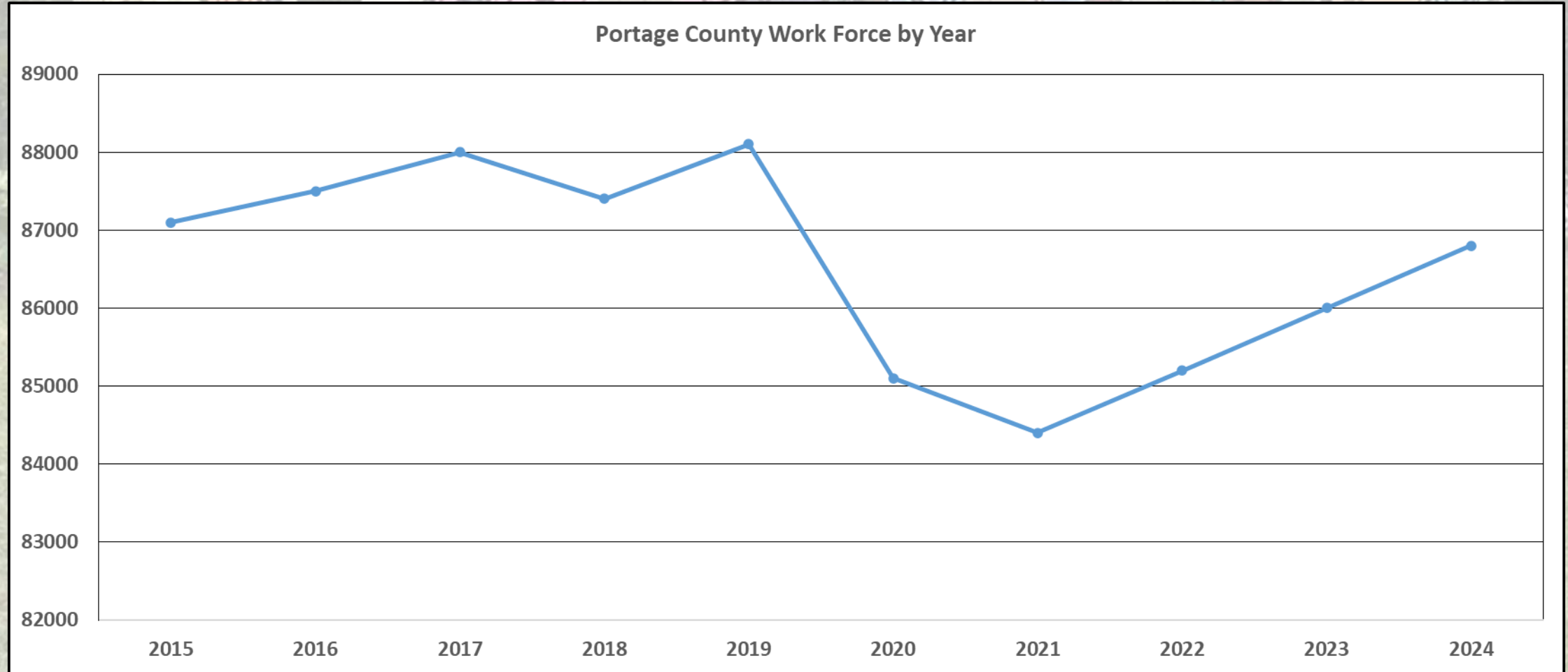
Source: January 2025 Income Tax Report

Economic Measures



Sources: Ohio Department of Job & Family Services LAUS and
Unemployment Rate Map Archive

Economic Measures



Source: Ohio Department of Job & Family Services LAUS

Conclusions

- Challenges with labor force have improved since the past year, but still present challenges for employers
- JobsOhio Small Business Grant continues to be a successful program for qualified businesses
- Continued investment in the City bodes well
- Changes being made by the new Presidential administration may have create economic challenges that will influence the decision making of businesses. Examples of changes include tariffs and federal funding opportunities.



KENT CITY HEALTH DEPARTMENT

201-G EAST ERIE STREET, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082



MEMO REQUESTING TIME TO UPDATE CITY COUNCIL MEMBERS ON THE TOBACCO RETAIL LICENSE PROGRAM

When the Tobacco Retail License (TRL) Program was passed by City Council we were asked to provide an update at a future time to share how the program is working.

Thank you for this opportunity to share information at the March 5, 2025, Council Committee meeting.

Respectfully submitted,

Joan C. Seidel
Health Commissioner
02/20/2025

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling *JB*

DATE: February 14, 2025

RE: Portage Bike & Hike Trail – ODNR Grant Agreement

The Service Department is requesting council approval to enter into the attached grant agreement with the Ohio Department of Natural Resources (ODNR). The grant agreement is for \$196,000 to help fund the design of the Portage Bike & Hike Trail segment along Summit Street that connects to the Mill Race Segment at Tannery Park. This trail connection is part of our joint project with Portage County that includes the repair/widening of the Summit/Stow Street bridge. A figure showing the project boundary is included at the end of the attached agreement.

C: Melanie Baker
Angela Manley
Hope Jones
Sandy Lance

**Capital Improvement Community Park, Recreation/Conservation Project
Pass-Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and House Bill No. 2, 135th General Assembly of the State of Ohio and the City of Kent, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals, and other communications 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: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

ODNR Contact: Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 Teresa.Goodridge@dnr.ohio.gov	Grantee Contact: James Bowling City Engineer City of Kent 930 Overholt Road Kent, OH 44240 Jim.Bowling@KentOhio.gov
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Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to House Bill No. 2, the 135th General Assembly of the State of Ohio has appropriated funds in the amount of Two Hundred Thousand Dollars (\$200,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as 'Portage Bike and Hike Trail - Mill Race Segment', (hereinafter referred to as the "Project"). Furthermore, \$4,000.00 of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **PORT-006C**; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

WHEREAS, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the

“Treasurer”) for the purpose of paying the “costs of capital facilities” including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW THEREFORE, for the purposes of providing the funds to Grantee pursuant to House Bill No. 2 of the 135th General Assembly, the parties hereto covenant and agree as follows:

- 1. Funding Amount.** ODNR agrees to provide the Grantee One Hundred Ninety-Six Thousand Dollars (\$196,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Four Thousand Dollars (\$4,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR’s payment to Grantee exceed One Hundred Ninety-Six Thousand Dollars (\$196,000.00). Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. Project Description.** The Grantee shall use the grant funds for ‘Portage Bike and Hike Trail - Mill Race Segment’, a project to complete design and engineering work for an extension to the Portage Bike and Hike Trail in Kent, OH, all as more fully described in Exhibit A attached hereto.
- 3. Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the “Effective Date”) and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) (“Project Closeout”); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the “Term”). Grantee shall complete the Project on or before June 30th, 2026.
- 4. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, to be acquired or on which the Project will be located and developed as a public parks and recreation or conservation facility (the “Property”) except for those restrictions permitted below. Grantee represents that it is, or will be, the fee simple owner, or has a lease, or other interest, such as an easement, with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary Map, and (c) the encumbrances, items, and other interests identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and it shall not cause there to be,

any restrictions with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term.
7. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.
8. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

9. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property, and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 2, 135th General Assembly.
10. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall either party be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.
11. **Insurance.**
- a. Adequate Insurance. Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure Grantee, and ODNR, OPFC, the Treasurer, and the State, as additional insureds, in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.
 - b. Self-Insurance. Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
12. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer

shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

13. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
14. **Reports and Records.** Grantee shall keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of the Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
15. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
16. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.
17. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
18. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
19. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.

20. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
21. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
22. **ODNR Right to Terminate.**
- a. Breach; Notice. ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein. Failure to comply with any provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
 - b. Opportunity to Cure. ODNR, in its sole discretion, may permit Grantee to cure a breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.
23. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

24. Legal, Federal Tax, and Other Compliance.

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

25. Relationship of Parties.

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.

- b. No Control Over Means and Methods. While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
 - c. Right to Bind. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
 - d. No Agency. Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery**. Grantee represents and warrants to the ODNR that it is not subject to 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. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this 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 in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant**. Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions**. Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification**. Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation**. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio,

or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

31. **Time Is of The Essence.** Time is of the essence in this Agreement.

32. **Miscellaneous.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

CITY OF KENT

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form

City of Kent Law Director

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **PORT-006C**

I, _____, acting as attorney for the
Name and Title of Attorney
_____("Grantee"), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park, Recreation, or Conservation Project Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ☐ has ☐ has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. _____, dated _____, 202__).

*If "has not" is checked above, please indicate the reason: _____

Attorney for Grantee:

Attorney Signature

Attorney Printed Name

Attorney Registration No.

Date Signed

Attorney Address: _____

EXHIBIT C
TITLE ENCUMBRANCES

Encumbrances DO NOT Exist:

I hereby certify, as an authorized representative of City of Kent (“Grantee”), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.

Signature of Authorized Representative

Title

Printed Name

Date

Encumbrances DO Exist:

I hereby certify, as an authorized representative of City of Kent (“Grantee”), that the following encumbrances, liens, easements, or restrictions are the only encumbrances, liens, easements, or restrictions that currently exist against the Property defined in this Agreement (attach an additional page, if needed):

*Example: Easement by and between [Name of Grantee] and _____ dated _____ and recorded at
Official Record # _____ (Vol. # _____ of Page # _____) of [Name of County] County, Ohio.*

1	
2	
3	
4	
5	

Signature of Authorized Representative

Title

Printed Name

Date

SECTION ONE

PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 2-13 comprise the 'Project Information Package. Please complete all forms on pages 2-13 and send with all other requested materials on pages 2-13 (only) to the address below. This is the first step in the Project coordination process.

Teresa Goodridge
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693
614-265-6396



BASIC INFORMATION

Awarded Project Sponsor: City of Kent

Project Sponsor's Address: 930 Overholt Road
Street Address 1
Street Address 2
Kent, Ohio 44240
City, State ZIP

Tax Identification Number: 34-6001563

Contact Person: James Bowling City Engineer
Name Title

Email Address: Jim.Bowling@KentOhio.gov

Phone Number: 330-678-8106

Brief Description of Project:

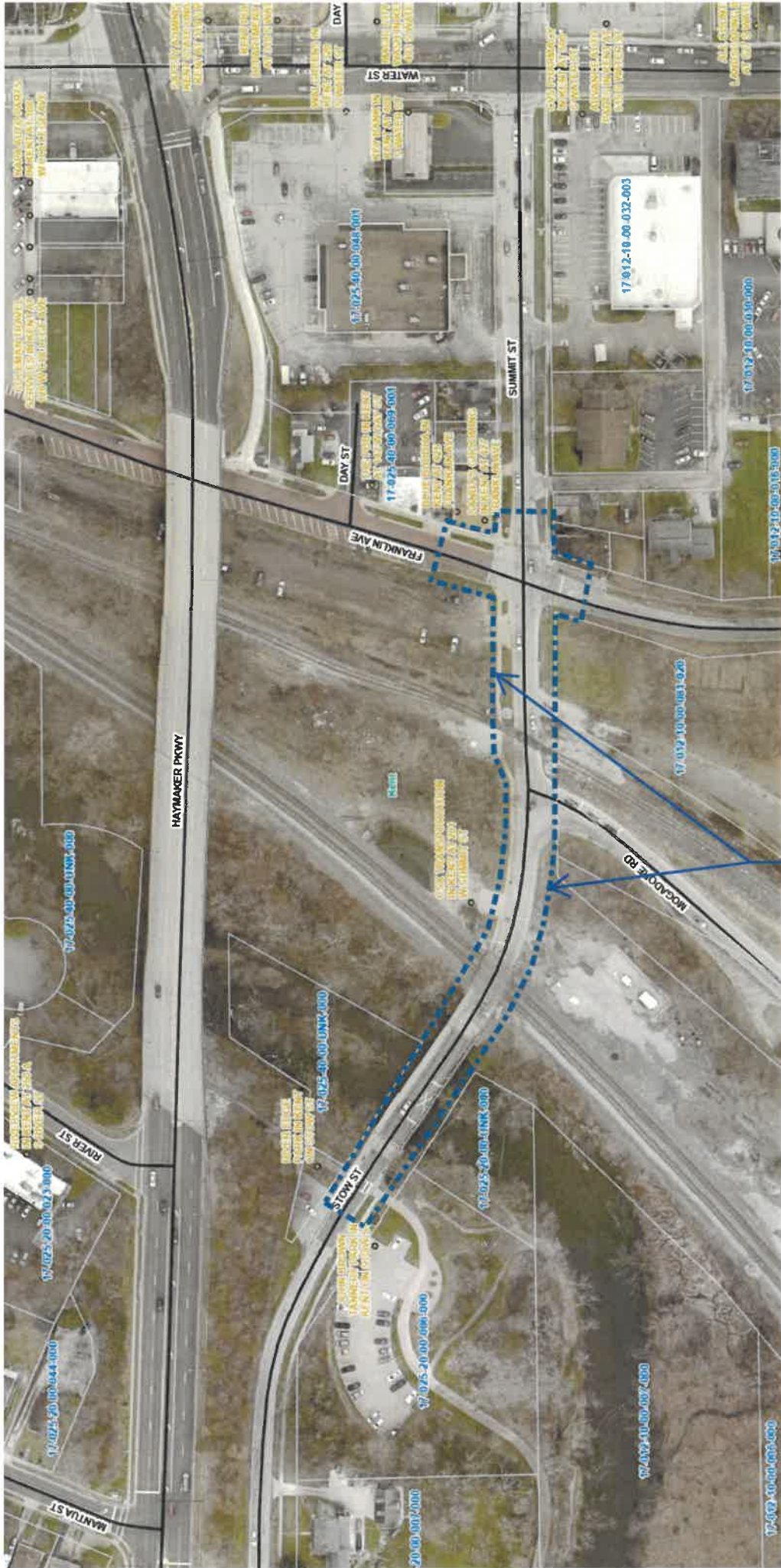
PORTAGE HIKE & BIKE TRAIL - SUMMIT STREET SEGMENT

This Summit Street Segment provides a cost-effective connection to the Mill Race Segment and maintains vital connectivity and route continuity along the Portage Bike and Hike Trail.

The project will construct a segment of the Portage Bike and Hike Trail through the City of Kent. The project will construct a path along Summit Street from the John Brown Tannery Park to the intersection of Franklin Avenue. This segment is also a portion of State Bike Route (SBR) 70. The project also includes high-visibility cross walks at the intersection of Franklin and Summit Streets. The project is complicated by a bridge over the Cuyahoga River (SFN 6737498) and two at grade railroad crossings in the project area. The project would replace the bridge superstructure to accommodate a minimum 8 foot sidepath on the bridge. The new sidepath is made possible by widening the bridge and reducing the existing lane widths on the bridge.

The project is a collaboration with the Portage County Engineers Office and Capital funds are planned for the design phase of the project only.

BOUNDARY MAP
 Project Title = PORTAGE HIKE & BIKE TRAIL - SUMMIT STREET SEGMENT
 Project Sponsor = CITY OF KENT



Project Boundary Limits

Project Sponsor Official:
 James Bowling, PE
 City Engineer

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling *Job*

DATE: February 20, 2025

RE: Franklin Township - Hudson Road Improvements, Phase V (REVISED)

The Service Department is requesting City Council approval to enter into the attached cooperative agreement with Franklin Township to repair and resurface Hudson Road. The Township, which is leading the project, has received funding from the Ohio Public Works Commission for the project. The Grant will pay 50% of the project costs up to \$266,800. The project was originally approved by City Council and the Township in 2023. However, the prices came in significantly higher than the original estimate and the Township decided to pause the project while they revised the project's scope.

The revised project includes the repair and resurfacing of Hudson Road from McKinney Boulevard to Johnson Road. The total budgetary cost of the project is \$533,600 and we (Township and City) are required to fund 50%. The City's anticipated contribution is under \$50,000, which is included in the City's 2025 Budget. The project is planned to be started in 2025.

C: Melanie Baker
Hope Jones
Pat Homan
Sandy Lance

COOPERATIVE AGREEMENT

RESOLUTION 2025-02

FEBRUARY 11, 2025

EXHIBIT "A"

Franklin Township and the City of Kent enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the Hudson Road Resurfacing Project.

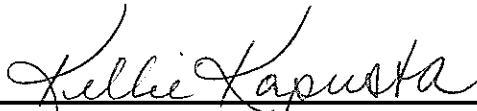
Franklin Township will provide funds equal to 33% percent of the local share to the grant max of the total project cost. Such funds will come from the Jedd Fund # 2901.

City of Kent will provide funds equal to 17% percent of the local share to the grant max of the total project cost. Such funds will come from Fund # 301.

City of Kent authorizes Franklin Township to serve as lead applicant and to sign all necessary documents.

Franklin Township agrees to pay its 33% of the local share cost to the grant max as invoices are due.

City of Kent agrees to pay its 17% of the local share cost to the grant max the cost as invoices sent from Franklin Township are due.



Kellie Kapusta, Chair, Franklin Township Trustees

City of Kent

**RESOLUTION 2025-02
EXHIBIT "B"**

**FY-25 Round 39
PUBLIC WORKS - DISTRICT 7 - PREAPPLICATION FORM**

SUBDIVISION: Franklin Township

COUNTY: Portage DATE: 02/11/2025 CONTACT: Kellie Kapusta

PHONE # (330) 673 - 2194 PROJECT NAME: Hudson Road Resurfacing Project

1.0 PROJECT FINANCIAL INFORMATION

Force Account

1.1 PROJECT ESTIMATED COSTS: (Round to Nearest \$100)

a.) Project Engineering Costs:		
1. Preliminary Engineering	\$ <u>00.00</u>	<u> </u>
2. Final Design	\$ <u>15,000.00</u>	<u> </u>
3. Other Engineer Services	\$ <u>00.00</u>	<u> </u>
Supervision	\$ <u>00.00</u>	
Miscellaneous	\$ <u>00.00</u>	
b.) Acquisition Expenses:		
1. Land	\$ <u>00.00</u>	
2. Right-of-Way	\$ <u>00.00</u>	
c.) Construction Costs:	\$ <u>471,400.00</u>	<u> </u>
d.) Equipment Purchased Directly:	\$ <u>00.00</u>	
e.) Other Direct Expenses:	\$ <u>00.00</u>	<u> </u>
f.) Contingencies:	\$ <u>47,200.00</u>	
g.) TOTAL ESTIMATED COSTS:	\$ <u>533,600.00</u>	

1.2 PROJECT FINANCIAL RESOURCES: (Round to Nearest \$100) %

a.) Local In-Kind Contributions	\$ <u>00.00</u>	<u> </u>
b.) Local Public Revenues	\$ <u>221,444.00</u>	<u>33%</u>
c.) Local Private Revenues	\$ <u>00.00</u>	<u> </u>
d.) Other Public Revenue - CITY OF KENT		
1. ODOT PID# <u> </u>	\$ <u>00.00</u>	<u> </u>
2. EPA/OWDA	\$ <u>00.00</u>	<u> </u>
3. OTHER - CITY OF KENT	\$ <u>45,356.00</u>	<u>17%</u>
SUB-TOTAL LOCAL RESOURCES:	\$ <u>266,800.00</u>	<u>50%</u>
e.) OPWC Funds		
1. Grant	\$ <u>266,800.00</u>	<u>50%</u>
2. Loan	\$ <u>00.00</u>	<u> </u>
3. Loan Assistance	\$ <u>00.00</u>	<u> </u>
SUB-TOTAL OPWC RESOURCES:	\$ <u>266,800.00</u>	<u>50%</u>
f.) TOTAL FINANCIAL RESOURCES:	\$ <u>533,600.00</u>	<u>100%</u>

RESOLUTION 2025-02
EXHIBIT "B"

1.3 LOAN, CREDIT ENHANCEMENT, MINORITY BUSINESS ENTERPRISE WILLINGNESS

Is your Subdivision willing to accept a loan? No

Maximum Loan Amount Acceptable? \$ N/A

Is your Subdivision willing to accept Credit Enhancement? N/A

Set-aside Construction \$ N/A

1.4 Flood Plain

Is your project in a flood plain? Yes No Unknown X

2.0 USEFUL LIFE/COST ESTIMATE: Project Useful Life: 15 Years.

Useful Life cannot be a Range (Calculate a Weighted Life Based on Estimated Component Costs)

3.0 REPAIR/REPLACEMENT or NEW/EXPANSION:

TOTAL PORTION OF PROJECT REPAIR/REPLACEMENT \$ 533,600.00 100 %

State Funds Requested for Repair and Replacement \$ %

TOTAL PORTION OF PROJECT NEW/EXPANSION \$ 0 %

State Funds Requested for New and Expansion \$ %

4.0 BRIEF PROJECT DESCRIPTION - (Sections a through d):

a) SPECIFIC LOCATION:

The project is located in Franklin Township and the City of Kent within Portage County, Ohio. Work will take place on Hudson Road from .47 Miles North of Johnson to McKinney Road. This is an approximately 0.88-mile-long section

b) PROJECT COMPONENTS:

The scope of the project consists of resurfacing the roadway. Full and partial depth repairs will be made before a leveling course of asphalt and surface course are applied. Berm will have compacted aggregate. Finally, center and edge lines will be painted school zone warning.

c) PHYSICAL DIMENSIONS/CHARACTERISTICS:

The lane width is 11' for a total of 22 feet. The length is approximately 4,680 feet. We will use 1150 gallons of 407 tack coat for leveling and 955 gallons of 407 tack coat for the surface course. We will use 15 cubic yards of #411 crushed aggregate for stabilizing. We need 445 cubic yards of type 1 #448 asphalt for surface and 480 cubic yards of type 2 #448 asphalt for leveling. Then we will use 145 cubic yards of aggregate for berming.

d) DESIGN SERVICE CAPACITY:

**RESOLUTION 2025-02
EXHIBIT "B"**

5.0 PROJECT SCHEDULE: (OPWC Project Award Date - July 1, 2025)

		BEGIN DATE	END DATE
5.1	Engineering/Design:	<u>03 / 14 / 25</u>	<u>03 / 28 / 25</u>
5.2	Bid Advertisement:	<u>05 / 26 / 25</u>	<u>07 / 11 / 25</u>
5.3	Construction	<u>07 / 31 / 25</u>	<u>9 / 05 / 26</u>

6.0 APPLICANT INFORMATION:

6.1 CHIEF EXECUTIVE

OFFICER: Kellie Kapusta

PHONE: (330) 673 - 2194 **FAX:** (330) 673 - 6765

6.2 PROJECT MANAGER

TITLE Jenny August

PHONE: (330) 673 - 2194 **FAX:** (330) 673 - 6765

7.0 REASONS WHY THIS PROJECT DESERVES OPWC FUNDING:

(Provide information to support the Project Priority Rating Criteria Form)

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling
Angela Manley

DATE: February 26, 2025

RE: John Davey Arboretum – Joint Planning Agreement

The Service and Parks and Recreation Departments are requesting City Council's consideration and approval of the attached John Davey Arboretum Joint Planning Agreement. During the progress of the North Mantua Street Improvements and the Davey Tree SEED Campus development an opportunity has become apparent. The Davey Tree SEED campus includes a **public arboretum** that will be located adjacent to the existing John Davey Arboretum owned and maintained by the City/City Parks and Recreation Department. In addition, the North Mantua Project will be constructing a walkway that will connect both properties. This walkway does not need to be, nor do we want the walkway to be located adjacent to North Mantua Street.

Therefore, we would like to investigate the possibilities created by the connections of the two arboretums. The attached agreement with Davey Tree sets the framework for the City and Davey Tree to study the possibilities created by having these two public arboretums being adjacent to each other. The agreement includes the City and Davey Tree equally splitting the costs of a joint planning study. The City's financial commitment would be \$10,000 and would need to be included in a future appropriations request.

We thank you for your consideration of this request.

C: Melanie Baker
Sam Tuttle
Rhonda Hall

THE JOHN DAVEY ARBORETUM

**CITY OF KENT
AND
THE DAVEY TREE EXPERT COMPANY**

**ALL PARTIES BEING IN THE COUNTY OF PORTAGE,
STATE OF OHIO**

This Agreement, dated _____ 2025, is an agreement made and entered into between The Davey Tree Expert Company (“Davey”) and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the “City”).

WITNESSETH:

WHEREAS, Kent owns and operates The John Davey Arboretum (JDA) at 1499 North Mantua Street and desires to see the facility be more utilized; and

WHEREAS, Davey is constructing an arboretum on the Davey Science, Employee Education and Development (SEED) Campus that is adjacent to The John Davey Arboretum; and

WHEREAS, Davey desires to seek Level IV accreditation from the Interactive Community of Arboreta for their constructed arboretum. This accreditation is only held by 45 arboreta worldwide; and

WHEREAS, to achieve the Level IV accreditation, Davey’s arboretum will require public access and educational/research components among other criteria; and

WHEREAS, Davey and the City wish the Davey arboretum and the JDA to become a destination place for visitors; and

WHEREAS, both the City and Davey to desire investigate the possibilities created by having the Davey Arboretum and the JDA adjacent to each other.

THEREFORE, The City and Davey commit to collaborate and partner to complete a conceptual study investigating the possibilities created by the two arboreta being located adjacent to each other. In the effort to complete this study the City and Davey agree to the following:

Davey:

- Take the lead role in completing the conceptual study. The study will be conducted with the Parks and Recreation Board’s (“Board”) input and presented to the “Board” upon completion.
- Jointly with the City, hire a consultant to assist in the planning process.
- Davey shall fund 50% of the planning consultant’s services, up to \$10,000.

- Pursue outside funding for the completion of the project.

City:

- Assist Davey in the completion of the conceptual study, including facilitating the Board's input and presenting the results to the Board upon completion of the study.
- Jointly with Davey, hire a consultant to assist in the planning process.
- The City shall fund 50% of the planning consultant's services, up to \$10,000.
- Pursue outside funding for the completion of the project.

Schedule:

The City and Davey will diligently pursue hiring the consultant and thereafter completion of the planning process in an effort to complete process by December, 2025. This date can be adjusted by the mutual agreement of both parties. In addition, both parties will continually pursue outside funding sources until the project is completed or abandoned by both parties.

In witness whereof, the Parties hereto have agreed and offered their hands and seals:

CITY OF KENT

Approved and Accepted by:

Dave Ruller
City of Kent, City Manager

Date: _____

Witness: _____

Approved and Accepted by:

Chair, Parks & Recreation Board

Date: _____

Witness: _____

Approved as to Form:

Hope Jones
City of Kent, Law Director

Date: _____

Certificate of Director of Budget and Finance

It is hereby certified that the amount TEN THOUSAND Dollars (\$10,000) required to meet this commitment has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the CAPITAL Fund free from any obligation or certificates now outstanding.

Rhonda Hall, Director of Budget and Finance

Date

THE DAVEY TREE EXPERT COMPANY

Approved and Accepted by:

Name:

Title:

Date: _____

Witness: _____