# CITY OF KENT DEPARTMENT OF PUBLIC SERVICE DIVISION OF ENGINEERING

# **MEMO**

TO:

Dave Ruller

Linda Copley

FROM:

Jim Bowling

DATE:

June 25, 2013

RE:

Area Q - Phase V - Cooperative Agreement with the City of Stow

The Division of Engineering is requesting Council's consideration of the attached Cooperative Agreement with the City of Stow to complete the Area Q Phase V Project.

The Area Q project consists of five phases and is designed to improve storm water drainage in the southwest portion of Kent. The area to be served by the improvements has significant amounts and locations of standing water in roadside ditches, back yards and other areas with no available outlet. Standing water causes damages to the streets, reduces the usefulness of the properties and affects property values in the area. The Area Q projects are designed to provide storm sewers with adequate outlets to drain the low areas. The first phase was constructed in 2004-2005.

We are currently completing the fifth and final phase of the improvements. The fifth phase requires a new storm sewer outlet to be constructed to Fish Creek in the City of Stow. Therefore in order to cost effectively drain the areas in Kent, a storm sewer is required to be built in the City of Stow. The Division of Engineering has been working with the City of Stow to determine the best project to be constructed, costs distributions for the project and ownership of the facilities constructed. These terms are defined in the proposed Cooperative Agreement and includes the following concepts:

- The project includes construction of a storm sewer outlet adequately sized to serve the entire watershed (areas in Kent and Stow)
- The project will provide local storm sewers to serve the residents in Kent
- The project will be managed and led by the City of Kent
- The City of Kent will fund all portions of the project that serve Kent residents
- The City of Stow will provide \$50,000 towards the completion of the project. This amount is greater than the construction cost for items included that serve only Stow residents and streets.
- The City of Stow will own and maintain all storm sewers built in the City of Stow
- The City of Kent will own and maintain all storm sewers built in the City of Kent
- Neither Stow or Kent will charge storm related fees to residents of the other City as part
  of this project.

c: Cori Finney
Gene Roberts
Jim Silver
File

## AREA Q - PHASE V STORM SEWER IMPROVEMENT

## **COOPERATIVE AGREEMENT**

# CITY OF STOW AND CITY OF KENT

This Cooperative Agreement, dated \_\_\_\_\_\_\_ 2013, is an agreement made and entered into between the City of Stow, Ohio ("Stow") located in Summit County and the City of Kent, Ohio ("Kent") located in Portage County, both entities being duly formed under the laws of the State of Ohio.

## WITNESSETH:

WHEREAS, Kent has been working on providing better storm water drainage to an area located in the west end of Kent generally bordered by Deidrick Road, East Main Street, Monroe Falls-Kent Road and Francis Street, shown in Exhibit A. This watershed area is generally known as Area Q in Kent and the project to provide better storm water drainage and adequate outlets to the area is known as the Area Q – Storm Improvement Project; and

**WHEREAS**, Kent has completed four of five phases of the Area Q – Storm Improvement Project; and

WHEREAS, Kent desires to complete the fifth and final phase of the improvements. The fifth phase is called the Area Q – Phase V Storm Sewer Improvement Project, hereinafter called the "PROJECT"; and

WHEREAS, the PROJECT requires a new storm sewer outlet be built to Fish Creek in Stow and associated new storm sewers be built in Stow to serve Kent residents; and

WHEREAS, Kent and Stow both desire to design and construct the new storm outlet and associated storm sewers in general conformance to Exhibit B to serve the overall watershed; and

WHEREAS, Stow desires to provide better drainage to Stow residents in the areas to have storm sewers constructed as part of the PROJECT; and

**WHEREAS,** Kent has obtained \$545,500 in grant funding and \$100,000 in loans from the Ohio Public Works Commission (OPWC) for the PROJECT.

**THEREFORE**, Kent and Stow agree to cooperate in the design, right-of-way acquisition, construction funding and maintenance of the PROJECT. Each party agrees to the following in connection with the PROJECT:

## Kent:

- 1. Kent shall act as the lead agent in the design, right-of-way acquisition and construction phases of the PROJECT;
- 2. As the lead agency, Kent shall execute all contracts for the design, right-of-way acquisition (not including eminent domain action if required in the City of Stow), construction and construction inspection of the PROJECT;
- Kent shall assign an engineer to manage the PROJECT through design, right-of-way
  acquisition and construction and act as an agent to represent Kent with all matters
  dealing with the PROJECT;
- 4. Kent shall be the primary funding agency for the PROJECT. The maximum amount of out of pocket costs for Kent per this agreement is \$1,911,000;
- 5. Kent shall invoice Stow for their share of the PROJECT, as defined further in this agreement, once the PROJECT is awarded to a contractor for construction:
- 6. Kent will own, maintain and be responsible for the eventual replacement of all public storm sewer infrastructure constructed in the City of Kent as part of the PROJECT as applicable per Kent Codified Ordinances; and
- 7. Kent currently charge storm water utility fees to the properties located in Kent, including those properties served by the PROJECT. In no instance shall Kent charge tap-in fees, utility fees or others related costs to property owners in the City of Stow.

### Stow:

- Stow shall fully and timely cooperate with Kent on the preparation of the plans and specifications. This includes providing existing information pertinent to the PROJECT and standard construction details requested by Stow to be used for the PROJECT as well as reviewing the project within reasonable time frames;
- 2. Stow shall maintain all right of inspection and final approval authority for all work complete within the corporate boundaries of the City of Stow as allowed by City of Stow Ordinance;
- 3. Stow shall assign a contact person authorized to act as an agent to represent Stow with all matters dealing with the PROJECT as it pertains to Stow;
- 4. Permit construction of the PROJECT within Stow right-of-way and easements. Including and owning all easements acquired for the project within Stow;
- 5. Stow shall contribute \$50,000 for the design, right-of-way acquisition and construction of the PROJECT upon receipt of invoice from Kent;
- 6. Stow will own, maintain and be responsible for the eventual replacement of all public storm sewer infrastructure constructed in the City of Stow as part of the PROJECT as applicable per Stow Codified Ordinances; and
- 7. Stow currently charges storm water utility fees to the properties located in Stow, including those properties served by the PROJECT. In no instance shall Stow charge tap-in fees, utility fees or others related costs to property owners in the City of Kent.

Kent and Stow:

- 1. Collaboratively pursue the acquisition of easements in the City of Stow; and
- 2. Collaboratively pursue Federal, State or other funding for the PROJECT.
- 3. If the total out of pocket costs for the project exceed the contributions listed above, Kent and Stow shall negotiate in good faith to amend the agreement in order to complete the project.

## Schedule:

Kent and Stow will diligently pursue the completion of the PROJECT to meet the timeframes required by the outside funding agency, OPWC. Construction shall be completed in 2014 unless otherwise modified by both parties.

# Severability:

In the event anyone or more of the provisions contained in the Agreement shall be determined to be invalid and the remaining provisions can be given effect, then in such event the remaining provisions shall remain in full force and effect.

# Non-Assignment:

The rights, duties and responsibilities of parties under this agreement shall not be assignable by either party without written consent of the other party.

### Non-Waiver of Breach:

The waiver of a breach of any one or more of the terms, provisions and conditions set forth and included in this Agreement shall not constitute, nor be construed to represent or constitute, the waiver in whole or in part of any subsequent breach of any term, provision or condition contained in this Agreement.

## **Integrated Agreement:**

This Agreement, including exhibits, represents the entire, complete and exclusive understanding and agreement of the parties hereto and reduces to writing all oral negotiations and agreements of the parties and shall not be changed, varied or otherwise amended except in writing, signed by each of the parties hereto.

## **Notices:**

Unless and until otherwise advised in writing in accordance herewith, all notices required to be given under this Agreement shall be in writing sent by certified mail, postage prepaid, as follows:

To Kent:

City of Kent

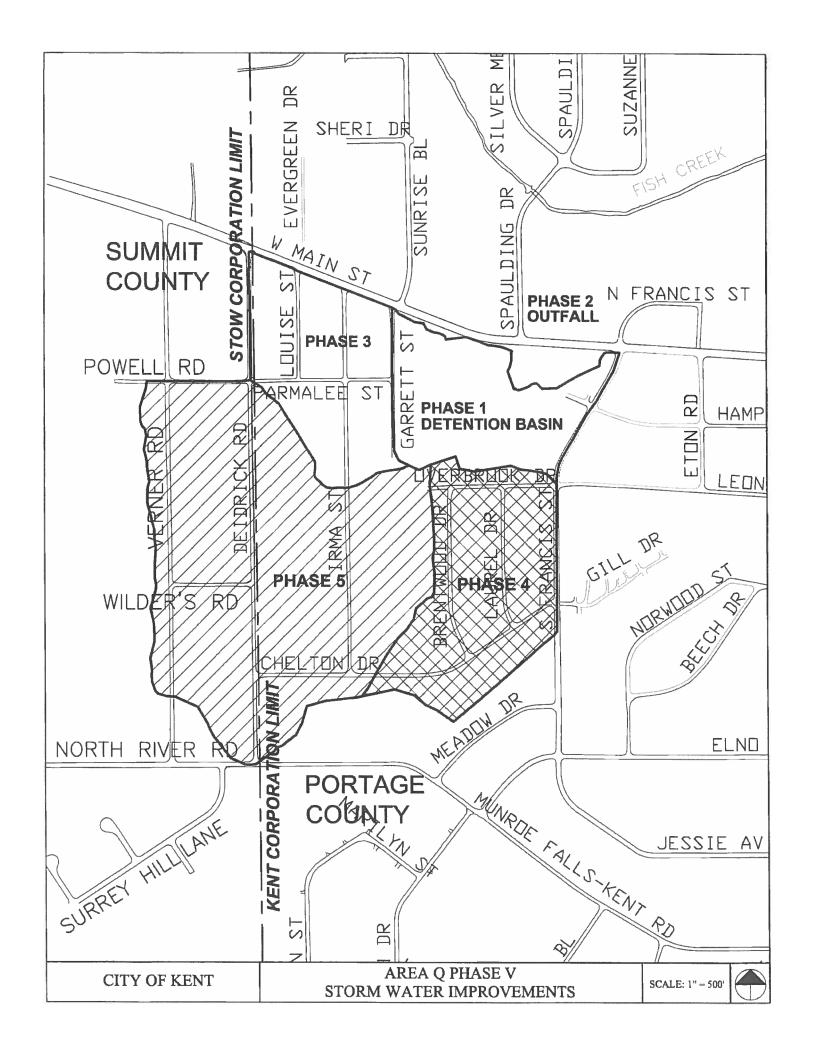
215 East Summit Street Kent, Ohio 44240

To Stow:	City of Stow 3760 Darrow Road Stow, Ohio 44224	
Governing I	∠aw:	
This Agreem validity, effect	ent is being executed in the ct and performance.	he state of Ohio and the laws of Ohio shall govern its
In witness w	hereof, the Parties hereto	have offered their hands and seals:
CITY OF KE	<u>ENT</u>	
Approved an	d Accepted by:	
		Witness:
Dave Ruller City of Kent	, City Manager	Witness:
Date:		
Approved as	to Form:	
Jim Silver	, Law Director	
Date:		
	Certificate of Director	r of Budget and Finance - Kent, Ohio
(\$1,911,000) expenditure, such purpos	required to meet th for the above, has beer e and is in the City Trea	One Million Nine Hundred Eleven Thousand Dollars e contract, agreement, obligation, payment or lawfully appropriated or authorized or directed for isury or in the process of collection to the credit of on or certificates now outstanding.
		Dave Coffee, Director of Budget and Finance
		Date

# **CITY OF STOW**

Approved and Accepted by:	
	Witness:
Sara Drew City of Stow, Mayor	Witness:
Date:	
Approved as to Form:	Approved by City of Stow Board of Control:
	on P. O,
Brian Reali City of Stow, Law Director	
Date:	
Certificate of Finance	e Director – Stow, Ohio
the contract, agreement, obligation, paym lawfully appropriated or authorized or dir	Thousand Dollars (\$50,000) required to meet ent or expenditure, for the above, has been rected for such purpose and is in the City o the credit of the Storm Fund free from any
	John Baranek, Finance Director
	Date

# Exhibit A



# Exhibit B

# OHIO CITY OF KENT, COUNTY OF PORTAGE, CITY OF STOW, COUNTY OF SUMMIT, STORM SEWER IMPROVEMENTS AREA Q - PHASE 5

**MAY 2013** 

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# **APPROVALS**

ОНЮ	OHIO
CITY ENGINEER-KENT, OHIO	CITY ENGINEER-STOW, OHIO
CITY	CITY

DATE

DATE

CT Consultants

OWNER: CITY OF KENT 930 OVERHOLT DRIVE KENT, OHIO 44240

OHIO UTILITIES PROTECTION SERVICE
MUST BE CALLED DIRECTLY
OIL & GAS PRODUCERS PROTECTIVE
SERVICE CALL: 1-800-925-0988

(12) 1-800-362-2764 (13)

CONTACT BOTH SERVICES CALL TWO WORKING DAYS

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WH-11212	TANDARD STORM MANHOLE HOTES
78-1	THENCH DETAIL
IH-2	TRENCH DETAIL NOTES
4	SHEETING & SHOPING
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9-rd	FLEIGHLE PAYEMENT DETAK
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1.1-02	CATCH BASINS NO'S 2-2A & B

# KENT CITY OFFICIALS

JERRY T. FIALA	DAVE RULLER	EUGENE ROBERTS, P.E.	JAMES BOWLING, P.E.
MAYOR	CITY MANAGER	DIRECTOR OF PUBLIC SERVICE	CITY ENGINEER

# COUNCIL

GARRET M. FERRARA	WARD 1
JACK AMRHEIN	WARD 2
WAYNE A. WILSON	WARD 3
JOHN M. KUHAR	WARD 4
HEIDI L. SHAFFER	WARD 5
TRACY WALLACH	WARD 6
MICHAEL DELEONE	AT-LARGE
SCOTT J. FLYNN	AT-LARGE
ROCER B. SIDOTI	AT-LARGE
LINDA JORDAN	CLERK OF COUNCE

# STOW CITY OFFICIALS

SARA DREW	MIKE MILLER	JIM MCCLEARY P.E.
	SERVICE	
	PUBLIC	~
	ь	MEE
MAYOR	DIRECTOR	CITY ENGINEE

# COUNCIL

MATT RIEH	WARD 1
JIM COSTELLO, PRESIDENT	WARD 2
BRIAN LOWDERMILK	WARD 3
WARY BEDNAR	WARD 4
BRIAN D'ANTONIO	AT LARGE
JOHN PRIBONIC, VICE PRESIDENT,	AT LARGE
MIKE RASOR	AT-LARGE

CT Consultants

# GENERAL NOTES CITY

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4.) CONTRACTOR SHALE OBTAIN AND PAY FOR ALL FEES, PERNITS, AND IESTING RECURRED BY PORTIAGE COUNTY, THE CITY OF KENT, UTILITY COMPANIES, OR OTHER APPROPRIATE, AUTHORITY.

5.) MAINTENANCE OF TRAFFIC (M.O.T.).

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CITY OF KEN!
930 OVERHOLT DRIVE
KEN!, ONHO 46240
ATN: AM BOWANG, P.E.
(330) 078-BIOS

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10.) ALL COOT ITEM 364 ACCRECATE TO BE USED AT ANY LOCATION FOR THIS PROJECT SHALL BE CRUSHED UNESTONE DRLY THESE CUANTITIES HAVE BEEN CARRED TO THE CENERAL SUMMARY

II) ALL EASEMENT AREAS SHALL BE RESTORED TO A COMDITION AS GOOD OR BETTER THAN THE COMDITION PRIDR TO THE START OF CONSTRUCTION.

12.) PRE-CONSTRUCTION VIDEOTAPING.

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STORM SEWER IMPROVEMENTS
CONTACT NO.

OHIO

CITY OF KENT, COUNTY OF PORTAGE,

GENERAL NOTES CITY OF KENT

08385 2

1909 Corr Williams Ott 4000

CT Consultants

# GENERAL NOTES CITY OF STOW

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7.

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13. NO TOPSON, IS TO BE REMOVED FROM THE SITE AS PER COUNTED ORDENANCE 1123.02.

INCLUDING STORM SEMER CONSTRUCTION

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- NO CONSTRUCTION EQUIPMENT SHALL BE PARKED WITHIN CITY REALI-LOF—WAY A CONSTRUCTION PARKING AREA SHALL BE CREATED AND LAMBINGHED FOR WITHINGS TRANSPORTATION. 4
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- ALL EXCAVATIONS WITHIN THE RIGHT-OF-WAY OR EASTLIGHT SHALL RECORD AT LLASTS TO THE CITY OF CITY CONFIDENCE OF THE (1889-2719). FAILURE TO DO SO, MAY RESALT IN A SHUT DOWN OF THE WORK AND/OR A FIRE OF \$1000.00 AS FEE CITY ORDINANCE TITYOUGH.
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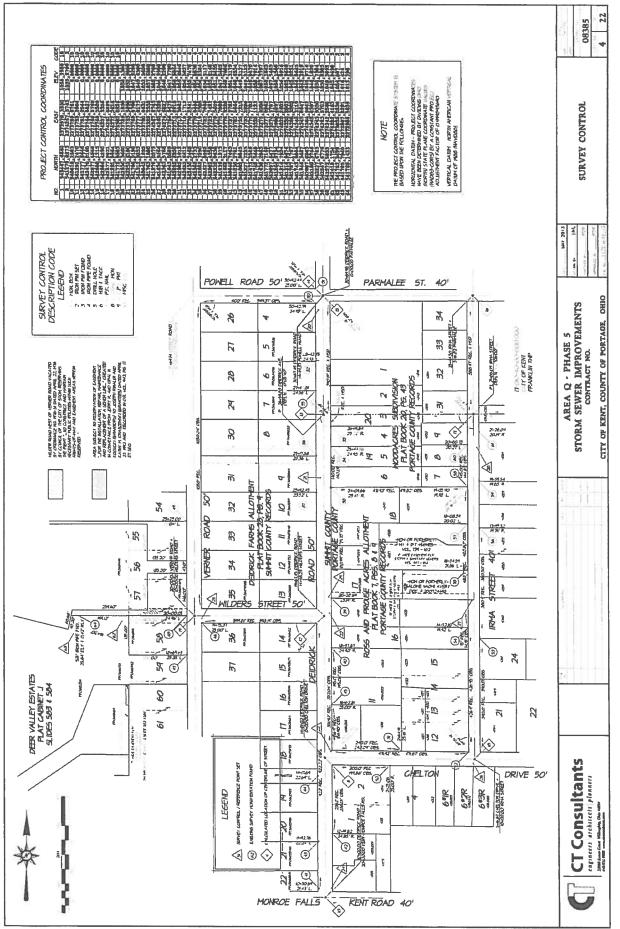
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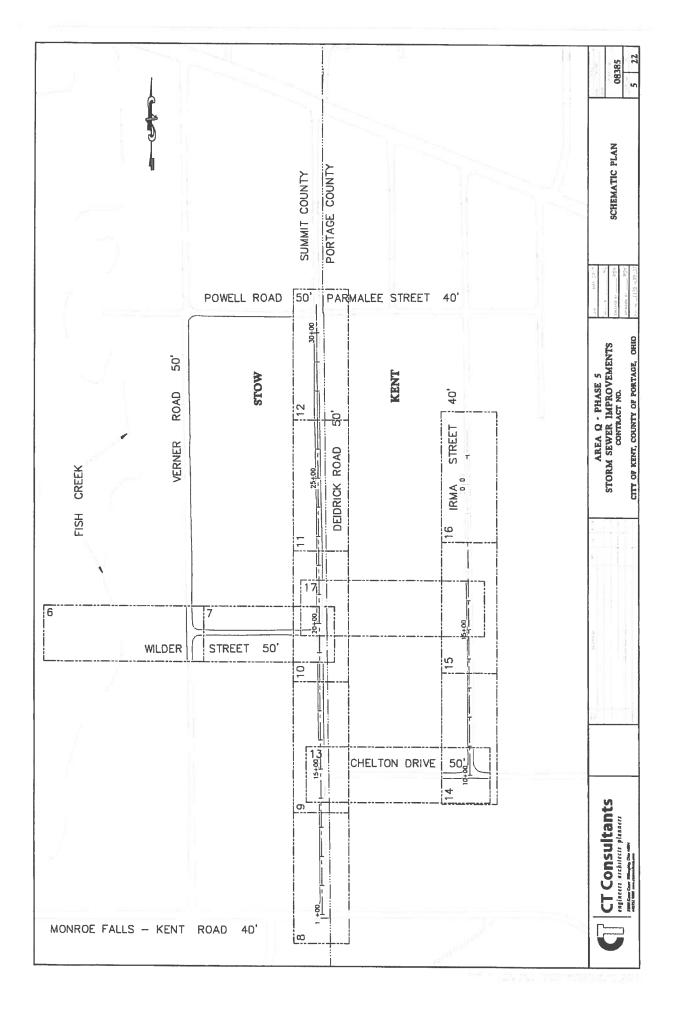
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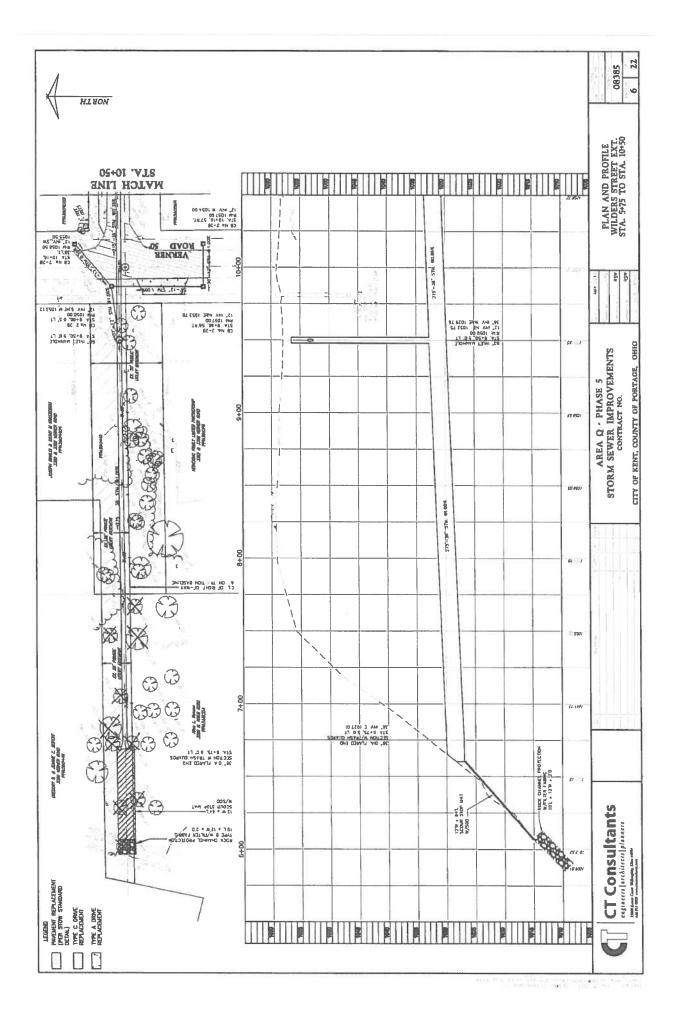
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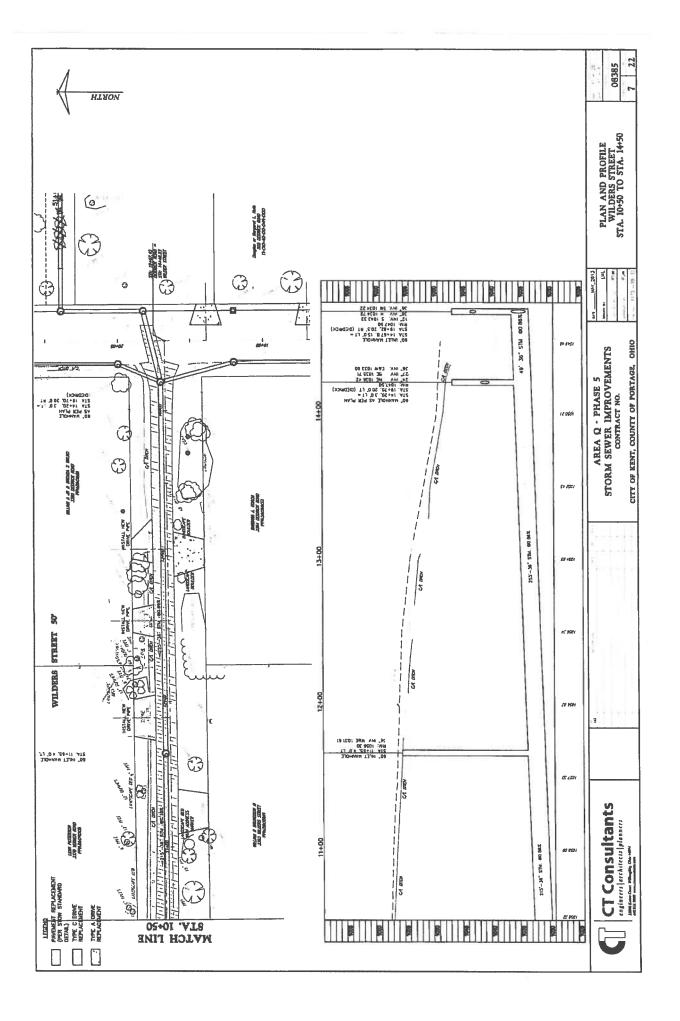
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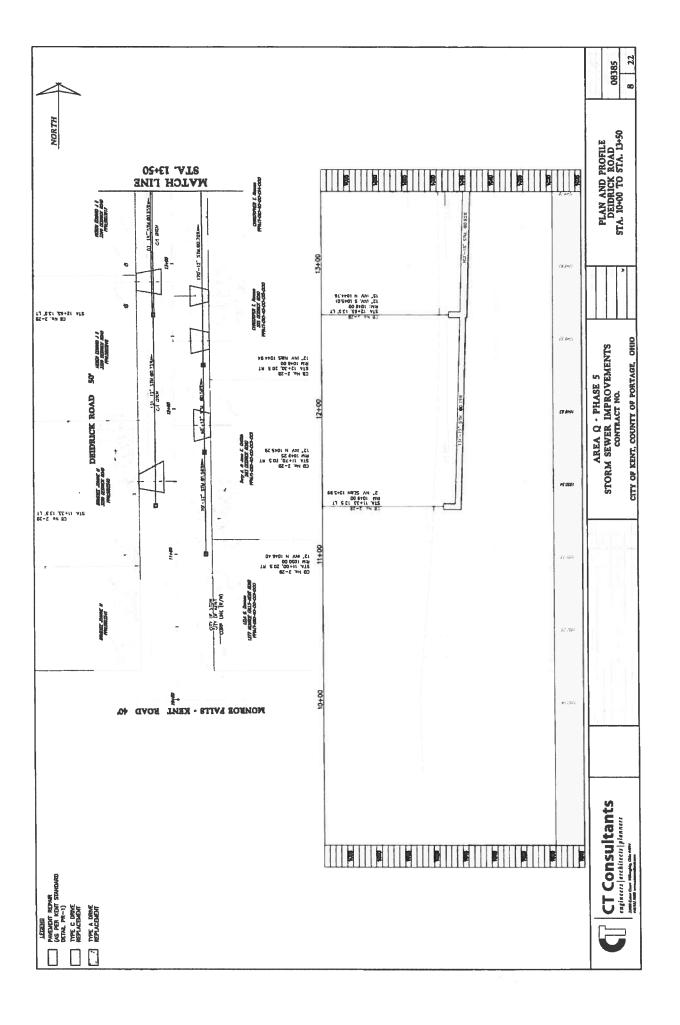
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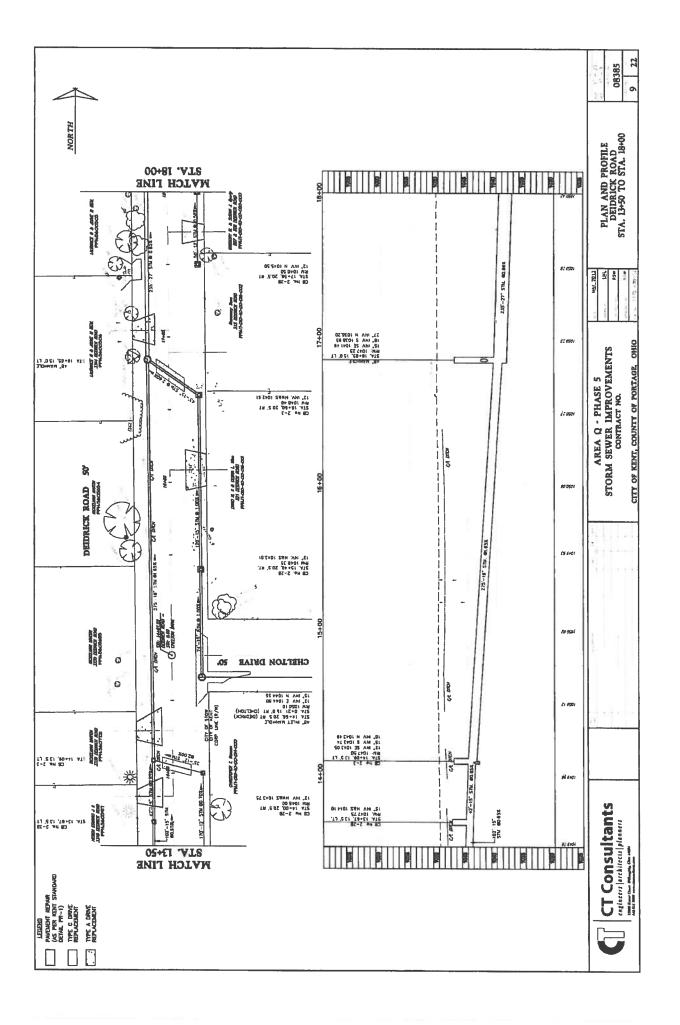


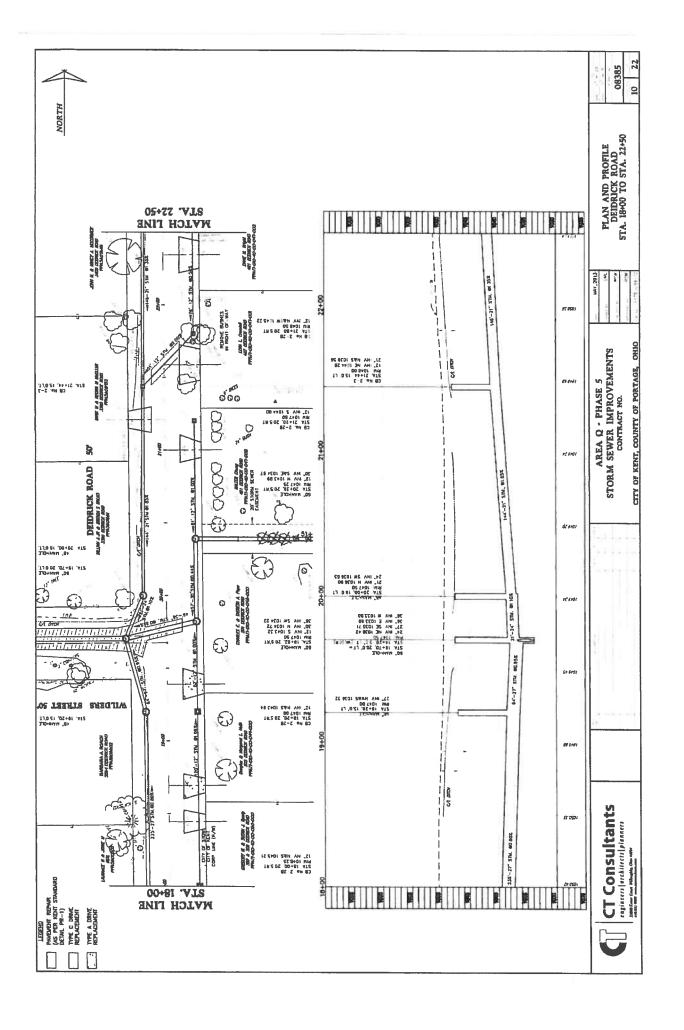


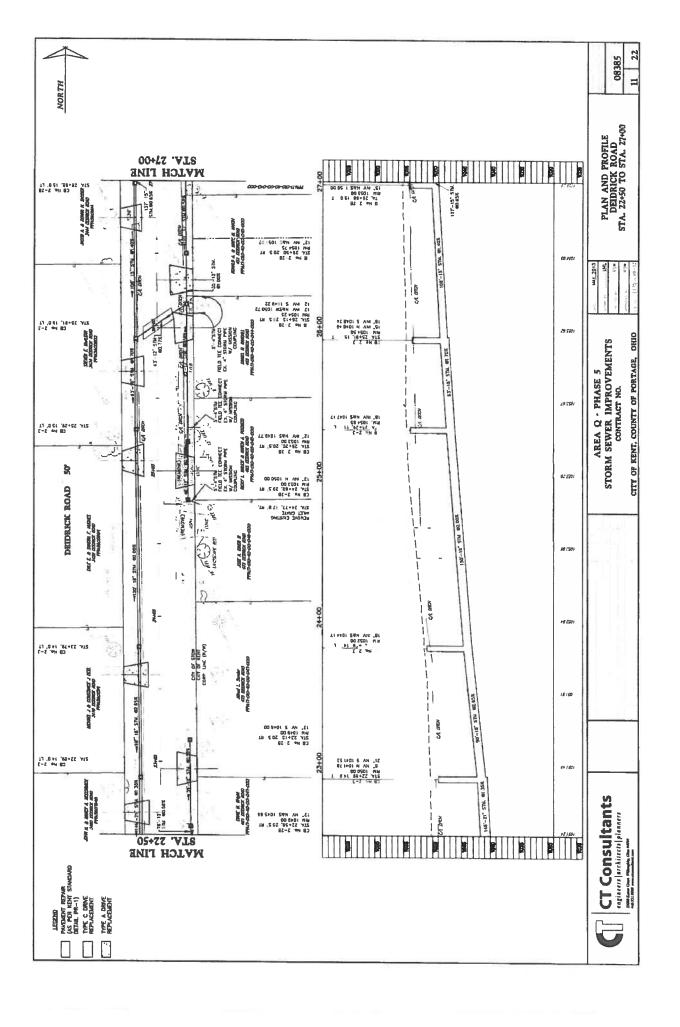


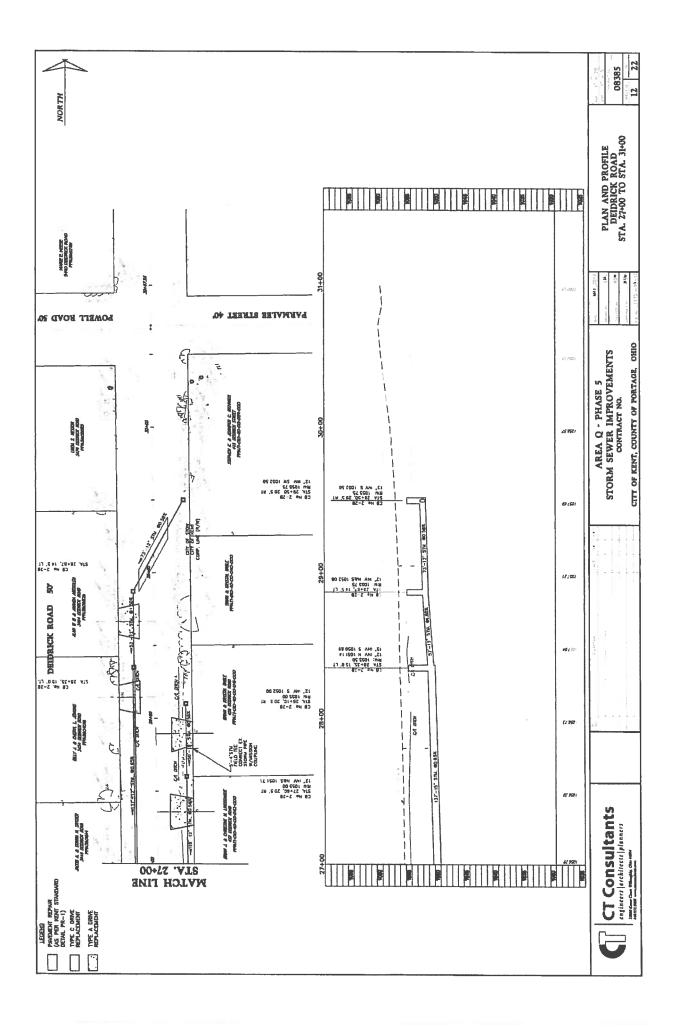


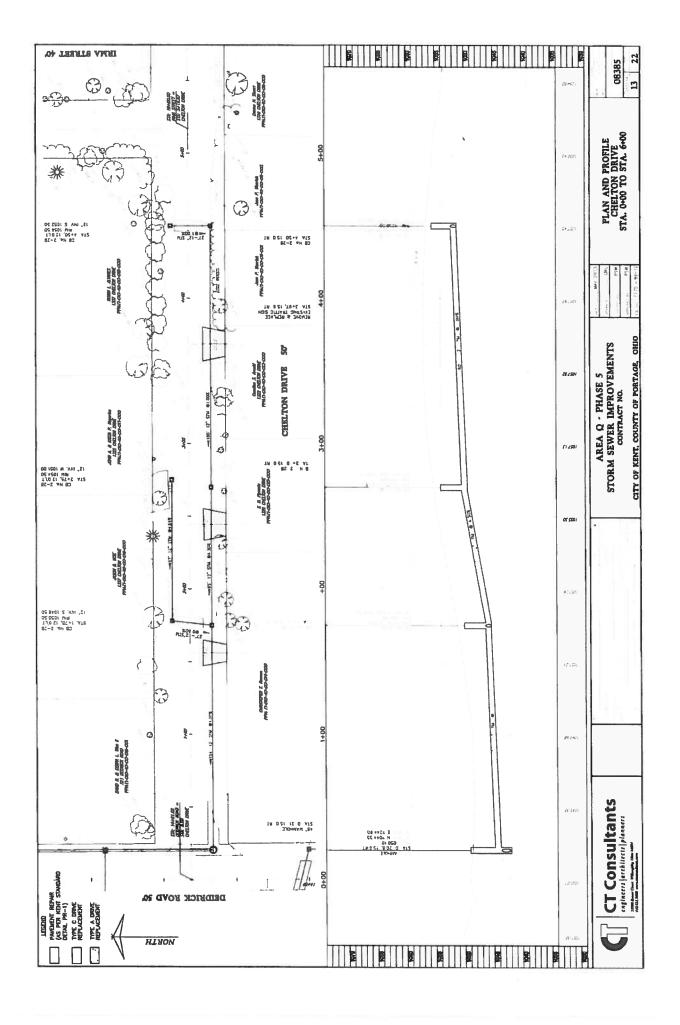


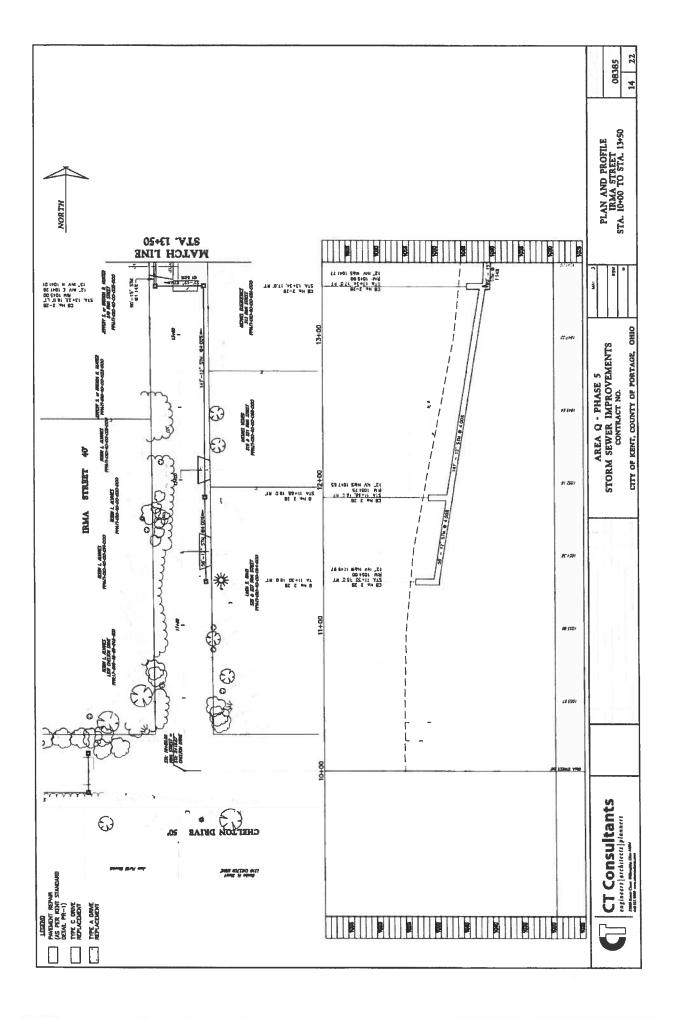


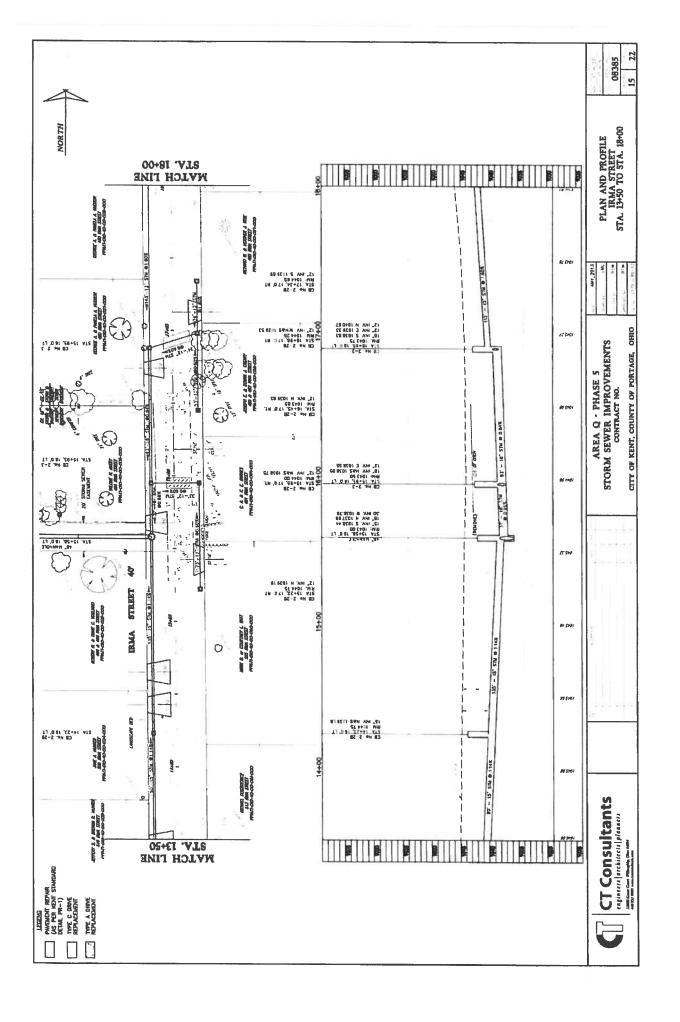


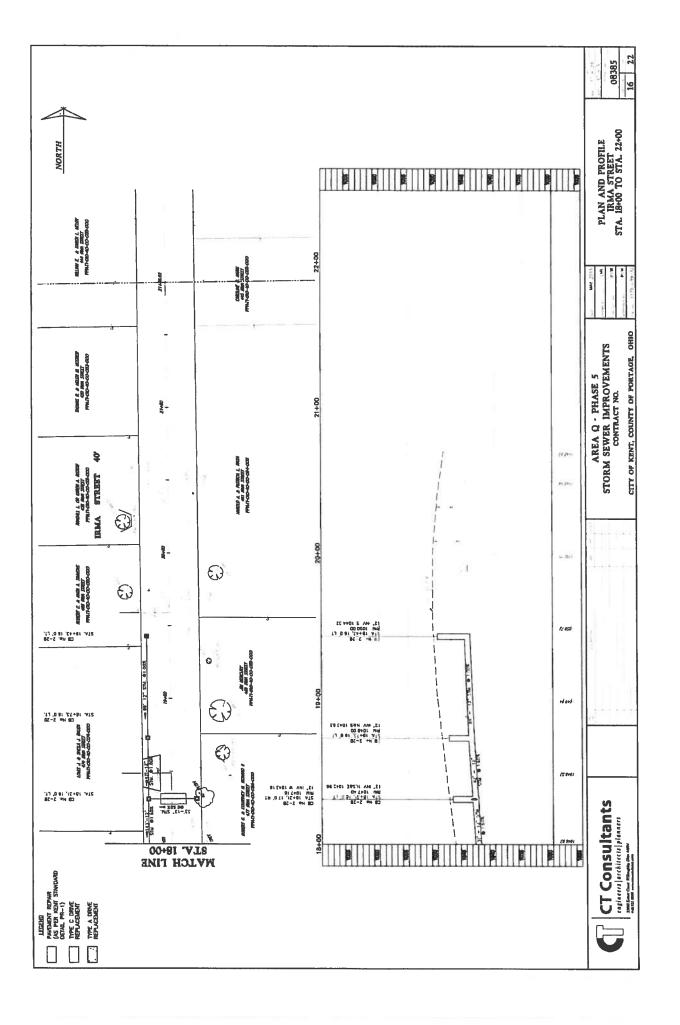


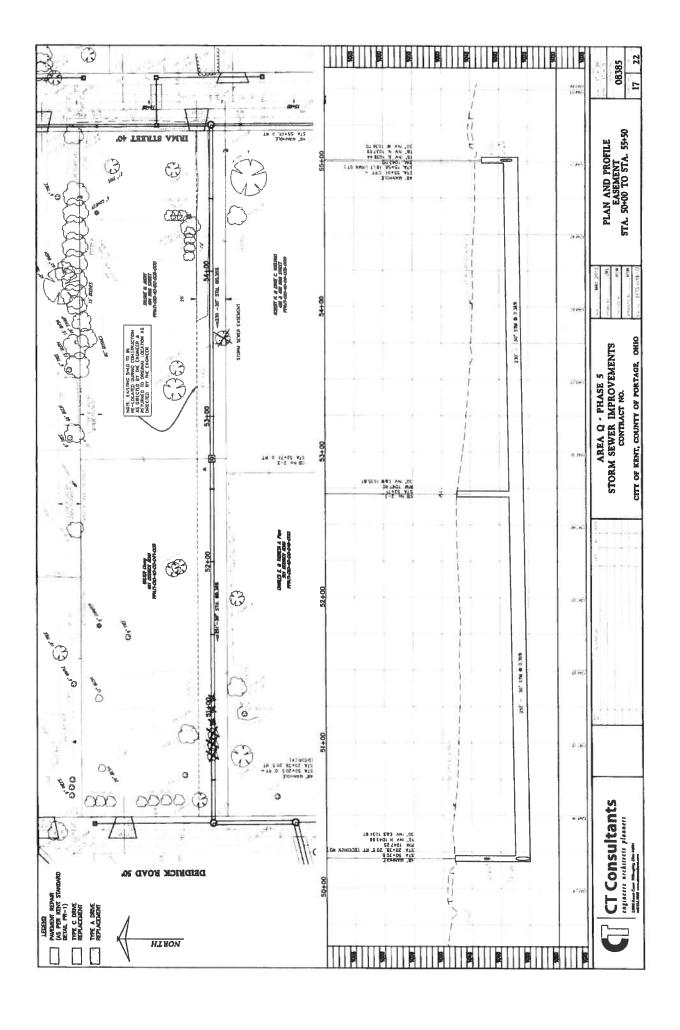




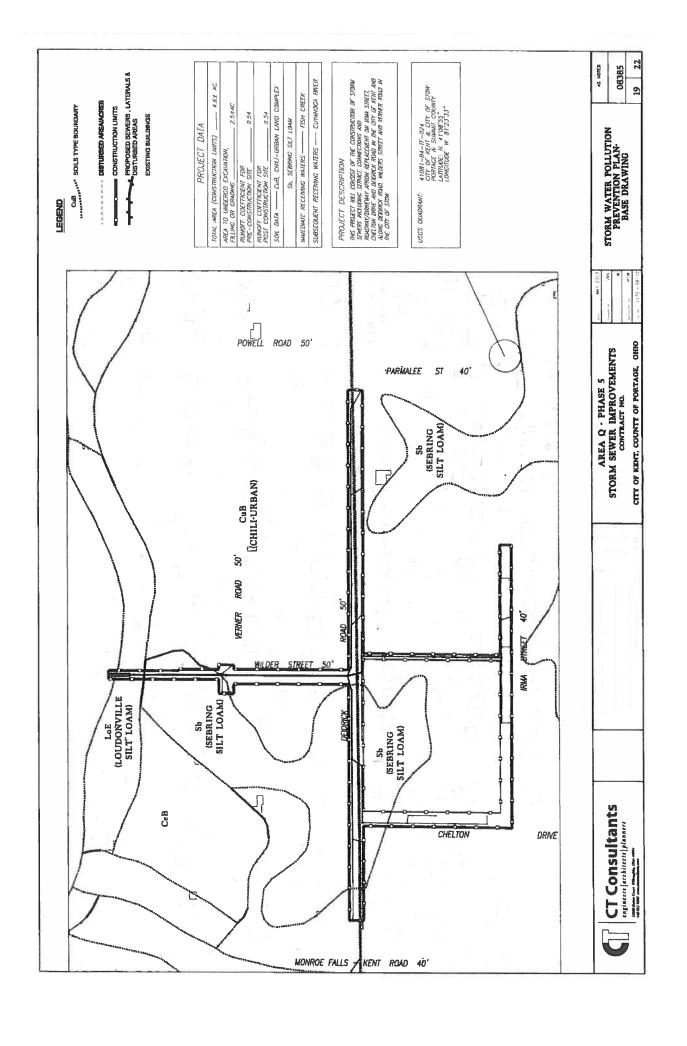


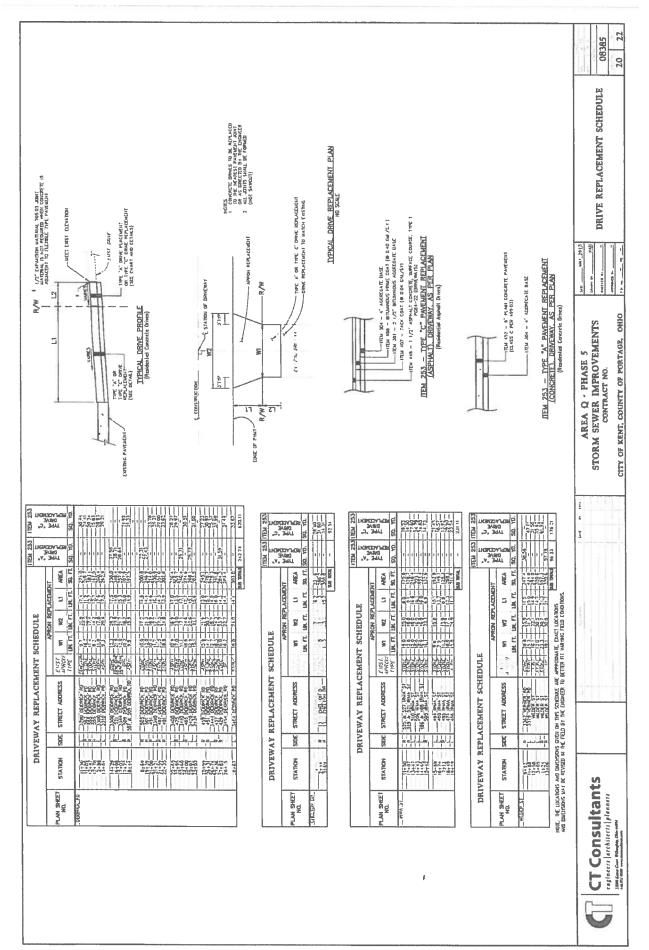


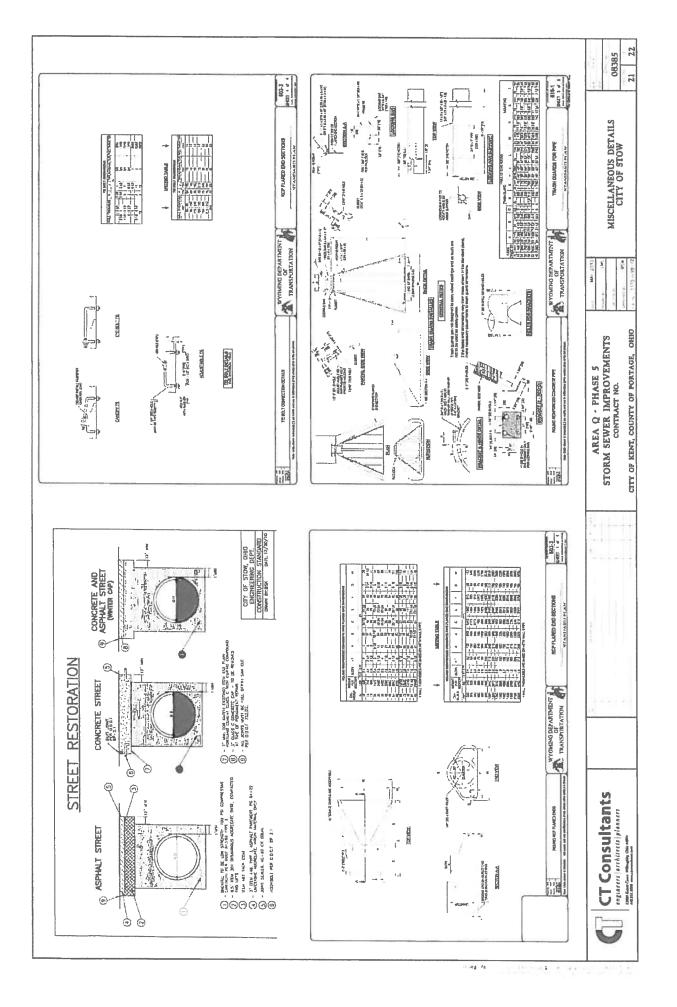


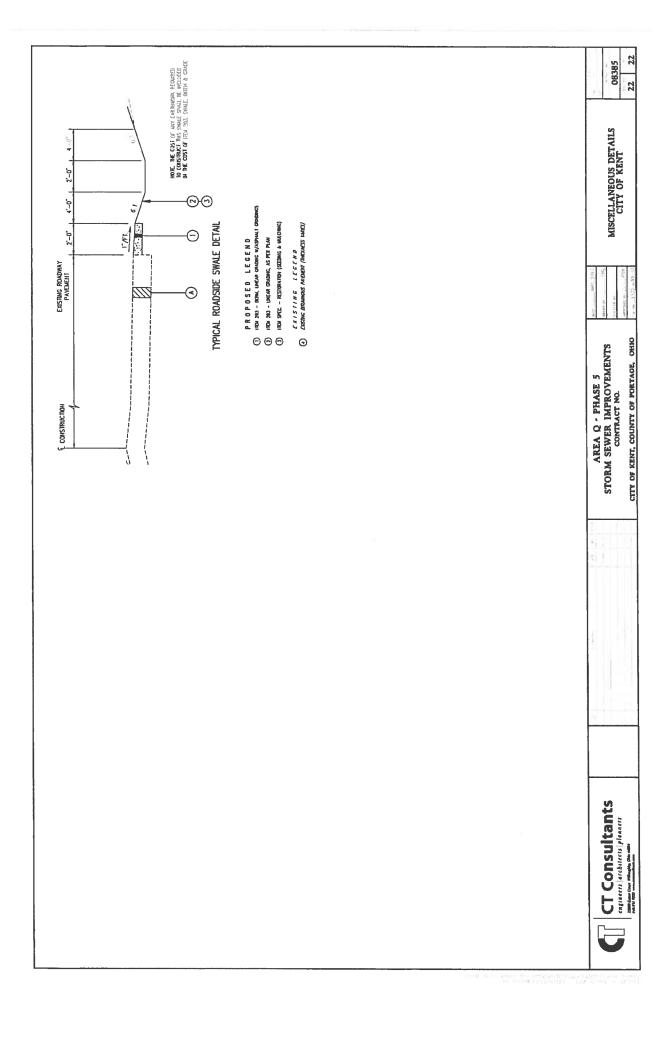














# CITY OF KENT, OHIO

# DEPARTMENT OF FINANCE

David Coffee

To: Dave Ruller, City Manager

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

Date: June 27, 2013

Re: FY2013 Appropriation Amendments, Transfers, and Advances

# The following appropriation amendments for the July Council Agenda are hereby requested:

# Fund 001 - General

Increase	\$	2,000	Service Admin General / Capital – Addt'l appropriation for replacement Street Lighting inventory, per G. Roberts 6/17/13 memo and S. Chestnutwood 6/12/12
Increase	\$	5,000	memo.  Community Dev General / Other (O&M) – Addt'l appropriation for Tree City
			Bulletin production and mailing, per B. Susel 6/24/13 memo.
Increase	\$	15,000	Community Dev Building Div. / Other (O&M) - Addt'l appropriation to provide
			projected remaining 2013 contracted plan reviews, per B. Susel 6/21/13 memo.
Increase	\$	50,000	Community & Environment Urban Renewal / Other (O&M) - New appropriation
			to utilize grant funds provided by Moving Ohio Forward program - demolition of
			blighted structures, per B. Susel 6/24/13 memo.
Fund 301	Co	nital	
		-	Capital Projects / Service(Capital Facilities) - CORF grant funding for Ametek
Decrease	J) 1	,084,403	property environmental remediation deferred to 2014 budget year per G. Roberts
Decrease	\$	341,467	Capital Projects / Service(Capital Facilities) - Uncommitted/remaining portion of
			2013 budgeted City spend on Ametek property environmental remediation deferred to
			2014 budget year per G. Roberts.

# CITY OF KENT DEPARTMENT OF PUBLIC SERVICE

# <u>MEMO</u>

June 17, 2013

Dave Ruller, City Manager

✓David Coffee, Budget & Finance Director

JUN 18 2013

RECEIVED

JOIN 1 0 ZUIS

CITY OF KENT BUDGET & FINANCE

From: Gene Roberts, Service Director

RE: Street Light Funding

To:

Sheri's memo attached outlines accurately the need for additional funds in 001-050-570-0664 for Street Light Repairs. The funding is required to replace inventory of poles and parts necessary to maintain the decorative street lights downtown. In some years the funds are not used but this year they are required to be spent due to a motor vehicle accident involving the pole located at the southeast corner of the intersection of Main Street and Water Street.

Please consider Sheri's request and increase the line 001-050-570-0664 by \$2,000.

Attachment: Memo from Sheri Chesnutwood, dated June 12, 2013 reference Funding of Street Light Repairs 001-050-570-0664.

Cc: file

# CITY OF KENT DEPARTMENT OF PUBLIC SERVICE

Date: June 12, 2013

To: Gene Roberts, Service Director

From: Sheri Chestnutwood, Administrative Assistant

RE: Funding of Street Light Repairs

001-050-570-0664

On April 27th 2013 a street light at the intersection of Water Street and Main Street was damaged in an automobile accident. The cost for the parts to repair this light pole including fixtures totals \$7,767.20. The City has invoiced the party responsible for the damage and may be reimbursed by their insurance company in the future.

The 2013 approved budget includes \$6,000.00 for downtown decorative street lights. The contractor responsible for the repairs of the downtown street lights has indicated that in addition to restocking the pole, fixtures, arm, and outlet that two additional outlets should also be purchased to keep in stock for anticipated needed repairs on existing downtown light poles. The attached quote #217929521 from Graybar dated June 7, 2013 in the amount of \$7,970.84 includes the two additional outlets.

Additional funds in the amount of \$2,000.00 need to be appropriated in order for the Service Department to proceed with the purchase of the decorative downtown street light replacement pole and parts.



3805 HIGHLAND PARK STREET NW **NORTH CANTON OH 44720-4537** Phone: 330-526-2813 Fax: 330-526-2888

To:

CITY OF KENT

**BUDGET & FINANCE DEP** 325 S DEPEYSTER STREET

KENT OH 44240-3607

Attn: SHERRI Phone: 330-678-8109

Fax:

000-000-2082

Email: chestnutwood@kent-ohio.org

Date:

**Proj Name:** GB Quote #:

Valid From:

Valid To:

Contact: Email:

06/07/2013

**ANTIQUE STREET LIGHTS** 

217929521

05/30/2013 06/29/2013

**DAN ARMSTEAD** 

daniel.armstead@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

	Supplier	Catalog Nbr	Description	Price U	nit	Ext.Price
ATTI	N: SHERRI CHEST	NUTWOOD				
2 EA	ANTIQUE STRE	LT30 W 150S MOG PCS GR3 TB HS ANBK		\$1,583.27	1	\$3,166.54
1 EA	ANTIQUE STRE	PI C20 12 AB3/15 3T3 ANBK		\$3,659.71	1	\$3,659.71
1 EA	ANTIQUE STRE	OM30 3CT3 ANBK		\$839.13	1	\$839.13
3 EA	ANTIQUE STRE	FGIUL-S ANBK		\$101.82	1	\$305.46
_	2 EA 1 EA	2 EA ANTIQUE STRE  1 EA ANTIQUE STRE  1 EA ANTIQUE STRE	PCS GR3 TB HS ANBK 1 EA ANTIQUE STRE PI C20 12 AB3/15 3T3	2 EA ANTIQUE STRE LT30 W 150S MOG PCS GR3 TB HS ANBK  1 EA ANTIQUE STRE PI C20 12 AB3/15 3T3 ANBK  1 EA ANTIQUE STRE OM30 3CT3 ANBK	2 EA ANTIQUE STRE LT30 W 150S MOG \$1,583.27 PCS GR3 TB HS ANBK \$3,659.71  1 EA ANTIQUE STRE PI C20 12 AB3/15 3T3 \$3,659.71 ANBK \$839.13	2 EA ANTIQUE STRE LT30 W 150S MOG \$1,583.27 1 PCS GR3 TB HS ANBK \$1,583.27 1  1 EA ANTIQUE STRE PI C20 12 AB3/15 3T3 \$3,659.71 1 ANBK \$839.13 1

Total in USD (Tax not included):

\$7,970.84

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

CITY OF KENT To:

**BUDGET & FINANCE DEP** 325 S DEPEYSTER STREET

KENT OH 44240-3607 Attn:

SHERRI

Date:

Proj Name: GB Quote #:

06/07/2013

**ANTIQUE STREET LIGHTS** 217929521

**Proposal**We Appreciate Your Request and Take Pleasure in Responding As Follows

ltem	Quantity	Supplier	Catalog Nbr	Description	Price Unit	Ext.Price
GRAYE	BAR ELECTRIC CO	MPANY, INC.				
			Acceptance of any order is subject to credit a	portoval and acceptance of order by Graybar I	Electric Company, Inc. ("Graybar") and, v	vhen applicable, Graybar's suppliers.
	-		Acceptance of any order is subject to credit a es unsatisfactory to Graybar, Graybar reserves			
			quoted, prices shall be those in effect at time o or goods returned with prior approval. A dedu			
			her taxes imposed on the sale of goods. Taxes tax exemption certificate.			Buyer agrees to reimburse Graybar
5. DEL	AY IN DELIVERY - Factory shipment or	Graybar is not to be as delivery dates are the l	countable for delays in delivery occasioned by	y acts of God, failure of its suppliers to ship c shall Graybar be liable for any consequential	or deliver on time, or other circumstances or special damages arising from any delay	beyond Graybar's reasonable in shipment or delivery.
6. LIMI intellect WARR AUTHO CONTA FOOT (	TED WARRANTIE: ual property infringe ANTIES INCLUDIN DRIZED REPRESEN AINMENT AREA OI CLEARANCE FROM	S - Graybar warrants the ment) made to Grayba IG BUT NOT LIMITE ITATIVE OF GRAYB F A NUCLEAR FACII IA A PATIENT CANN	at all goods sold are free of any security intere by the manufacturer of the goods. GRAYBAI D TO THE IMPLIED WARRANTIES OF MI AR, PRODUCTS SOLD HEREUNDER ARE LITY OR (2) IN A HEALTHCARE APPLIC OT BE MAINTAINED AT ALL TIMES.	est and will make available to Buyer all transl R MAKES NO OTHER EXPRESS OR RIP FRCHANTABILITY AND FITNESS FOR F NOT INTENDED FOR USE IN OR IN CO ATION, WHERE THE GOODS HAVE POT	femble warranties (including without limit LIED WARRANTIES, AND SPECIFIC PURPOSE, UNLESS OTHERWISE AGR NACTION WITH (1) ANY SAFETY A ENTIAL FOR DIRECT PATIENT CON	lation warranties with respect to LLY DISCLAIMS ALL IMPLIED EED IN WRITING BY AN PPLICATION OR THE TACT OR WHERE A SIX (6)
7. LIMI request. INCIDE	TATION OF LIABII Furthermore, Graybi NTAL, SPECIAL, O	LITY - Buyer's remedi ar's liability shall be lii DR CONSEQUENTIA	es under this agreement are subject to any limi nited to either repair or replacement of the goo L DAMAGES. In addition, claims for shortage	itations contained in manufacturer's terms an ids or refund of the purchase price, all at Gra es, other than loss in transit, must be made in	d conditions to Graybar, a copy of which ybar's option, and IN NO CASE SHALL writing not more than five (5) days after I	will be furnished upon written GRAYBAR BE LIABLE FOR receipt of shipment
8. WAI'	VER - The failure of the future, nor shall	Graybar to insist upon it be deemed to be a w	the performance of any of the terms or conditi aiver of any other term, condition, or right und	ions of this agreement or to exercise any righter this agreement.	t hereunder shall not be deemed to be a w	aiver of such terms, conditions, or
9. MOD condition represer unless h acceptar	PIFICATION OF TE ins. No change, modi intative of Graybar. N tereafter made in writ ince of a prior offer by	RMS AND CONDITION fication, rescission, dis oconditions, usage of thing and signed by the properties of the properties o	ONS - These terms and conditions supersede a charge, abandonment, or waiver of these term rade, course of dealing or performance, under party to be bound. Any proposed modifications ce is expressly conditional upon Buyer's asser	ll other communications, negotiations, and pt s and conditions shall be binding upon Gray's standing or agreement, purporting to modify, s or additional terms are specifically rejected it to any additional or different terms set forth	rior oral or written statements regarding the par unless made in writing and signed on in yary, explain, or supplement these terms and deemed a material alteration hereof. In the herein.	e subject matter of these terms and ts behalf by a duly authorized and conditions shall be binding If this document shall be decmed an
10. REE	LS - When Graybar	ships returnable reels,	a reel deposit may be included in the invoice.	The Buyer should contact the nearest Grayba	r service location to return reels.	
incorpo	rated herein by retere	ence, to the extent legal				
12. FOI (FCPA) Bribery perform	REIGN CORRUPT P (15 U.S.C. §§78dd- of Foreign Public Of ance of this agreeme	RACTICES ACT - Bu l. et. seq.) irrespective fficials in International nt or delivery of goods	yer shall comply with applicable laws and reg of the place of performance, and (ii) laws and Business Transactions, the U.N. Convention A will occur.	ulations relating to anti-corruption, including regulations implementing the Organization to Against Corruption, and the Inter-American C	, without limitation, (i) the United States or Economic Cooperation and Developme Convention Against Corruption in Buyer's	Foreign Corrupt Practices Act int's Convention on Combating country or any country where
13. ASS	IGNMENT - Buyer	shall not assign its righ	its or delegate its duties hereunder or any inter	est herein without the prior written consent o	of Graybar, and any such assignment, with	out such consent, shall be void.
14. GE! Missou shall be hereby	NERAL PROVISION is applicable to control filed in the Circuit	NS - All typographical acts to be formed and fourt of St. Louis Count to the jurisdiction of st	or clerical errors made by Graybar in any quot ully performed within the State of Missouri, w ty, Missouri, or the United States District Cou ich court or courts and agrees to appear in any	ation, acknowledgment or publication are sul ithout giving effect to the choice or conflicts rt for the Eastern District of Missouri, and no such action upon written notice thereof.	bject to correction. This agreement shall b of law provisions thereof. All suits ansin o other place unless otherwise determined	e governed by the laws of the State of g from or concerning this agreement in Graybar's sole discretion. Buyer
15. PA	MENT TERMS - Padd by law may be add	ayment terms shall be led to all accounts not	as stated on Graybar's invoice or as otherwise paid by net due date. Visa, MasterCard, Ameri	mutually agreed. As a condition of the sales a can Express, and Discover credit cards are as	agreement, a monthly service charge of th ccepted at point of purchase only.	e lesser of 1-1/2% or the maximum
16. EXI laws, re laws are time of	PORTING - Buyer ac gulations, and orders applicable, it will no export or transfer, un	knowledges that this o , including, if applicab of disclose or re-export less Buyer has obtaine	rder and the performance thereof are subject to le, all requirements of the International Traffic any technical data received under this order d prior written authorization from the United S	o compliance with any and all applicable Uni in Arms Regulations and/or the Export Adn any countries for which the United States g States Office of Export Control or other autho	ited States laws, regulations, or orders. Bu ninistration Act, as may be amended. Buy overnment requires an export license or o ority responsible for such matters.	yer agrees to comply with all such er further agrees that if the export ther supporting documentation at the
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Signe	ed:	······································				

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR



#### DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE:

June 24, 2013

TO:

David Coffee, Budget & Finance Director

FROM:

Bridget Susel, Community Development Director

RE:

Appropriations Request: Postage for Tree City Bulletin

The printing and postage charges associated with the development and distribution of the Tree City Bulletin (TCB) is included in the Community Development Department budget. During a recent review of the fund balances, it was noted that budget line 32 for "Communication/Postage" does not have adequate funding to cover the remaining two TCB mailings that will occur by the end of 2013.

The Community Development Department is requesting that an additional \$5,000 be appropriated to the "Communication/Postage" line to ensure the timely mailing of the fall 2013 and winter 2014 editions of the Tree City Bulletin.

I am respectfully requesting that this appropriations request be presented to Council for consideration at the July 10, 2013 Committee session.

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



#### DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE:

June 21, 2013

TO:

David Coffee, Budget & Finance Director

FROM:

Bridget Susel, Community Development Director

RE:

Appropriations Request: Plan Review Services

The Building Department is experiencing another year of accelerated activity as the final phases of construction are completed on the downtown redevelopment projects and the new available space is sublet to various commercial interests. All of the "build-outs" for the different retail, office and food establishment tenants require technical plan review to ensure the various projects are constructed in compliance with the Ohio Building Code.

The Community Development Department is requesting that an additional \$15,000 be appropriated to the Building Department professional services line in order to adequately cover the costs associated with this continued heightened need for technical plan review services.

I am respectfully requesting that this appropriations request be presented to Council for consideration at the July 10, 2013 Committee session.

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



#### DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE:

June 24, 2013

TO:

David Coffee, Budget & Finance Director

FROM:

Bridget Susel, Community Development Director

RE:

Appropriations Request: Moving Ohio Forward Grant

The City of Kent received Council authorization in June 2012 to collaborate with the Portage County Land Reutilization Corporation (PCLRC) on the implementation of the State Attorney General's Moving Ohio Forward program, which provides grant funding for the demolition of vacant and blighted residential structures. Community Development Department staff have identified several vacant and blighted structures throughout the community that are viable options for demolition and the Law Department has filed the appropriate paperwork to secure the necessary court orders to allow for the demolition of the blighted structures. Staff anticipates some of the needed court orders may be issued by the end of July, which will allow for some of the anticipated demolition activities to begin in August.

The grant funding for the demolition activities is provided to the participating communities on a reimbursement basis, which requires that the City incur costs for the demolition prior to receipt of the grant funds. In preparation for the implementation of demolition activities in the coming weeks, I am requesting that \$50,000 be appropriated to the City's Moving Ohio Forward program to allow for the completion of demolition activities through December 31, 2013.

I am respectfully requesting that this appropriations request be presented to Council for consideration at the July 10, 2013 Committee session.

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



#### **DEPARTMENT OF LAW**

TO:

KENT CITY COUNCIL, THE MAYOR & CITY MANAGER

FROM:

JAMES R. SILVER MA

**DATE:** 

**JUNE 26, 2013** 

RE:

**GUN REGULATIONS** 

It has been brought to our attention that the State of Ohio has taken over most of the regulations for the sale and purchase of firearms in Ohio.

This was done in Section 9.68 of the Ohio Revised Code (see copy attached). This includes controlling the licensing to sell firearms, reporting the sale of firearms and controlling licenses to purchase firearms.

The result of the State Legislature's adoption of ORC Section 9.68 is that Kent Codified sections 549.13, 549.14, 549.15, 549.16, 549.17 and 549.18 (copies attached) are no longer appropriate or effective. Consequently, they should be repealed to prevent conflicts with the Ohio Revised Code.

Therefore, it is my recommendation that City Council repeal Sections 549.13 through 549.18 of the City Code, by emergency.

Please let me know if you have any questions.

# Ohio Ravised Cade

# 9.68 Right of individual to possess firearm

(A) The individual right to keep and bear arms, being a fundamental individual right that predates the United States Constitution and Ohio Constitution, and being a constitutionally protected right in every part of Ohio, the general assembly finds the need to provide uniform laws throughout the state regulating the ownership, possession, purchase, other acquisition, transport, storage, carrying, sale, or other transfer of firearms, their components, and their ammunition. Except as specifically provided by the United States Constitution, Ohio Constitution, state law, or federal law, a person, without further license, permission, restriction, delay, or process, may own, possess, purchase, sell, transfer, transport, store, or keep any firearm, part of a firearm, its components, and its ammunition.

(B) In addition to any other relief provided, the court shall award costs and reasonable attorney fees to any person, group, or entity that prevails in a challenge to an ordinance, rule, or regulation as being in conflict with this section.

(C) As used in this section:

(1) The possession, transporting, or carrying of firearms, their components, or their ammunition include, but are not limited to, the possession, transporting, or carrying, openly or concealed on a person's person or concealed ready at hand, of firearms, their components, or their ammunition.

(2) "Firearm" has the same meaning as in section 2923.11 of the Revised Code.

(D) This section does not apply to either of the following:

(1) A zoning ordinance that regulates or prohibits the commercial sale of firearms, firearm components, or ammunition for firearms in areas zoned for residential or agricultural uses;

(2) A zoning ordinance that specifies the hours of operation or the geographic areas where the commercial sale of firearms, firearm components, or ammunition for firearms may occur, provided that the zoning ordinance is consistent with zoning ordinances for other retail establishments in the same geographic area and does not result in a de facto prohibition of the commercial sale of firearms, firearm components, or ammunition for firearms in areas zoned for commercial, retail, or industrial uses.

#### 549.12 DISCHARGING FIREARMS.

- (a) No person shall discharge any air gun rifle, shotgun, B-B gun or spring loaded gun, revolver, pistol or other firearm, or other device or mechanism capable of discharging or expelling a projectile by force of compressed gas, or combustible power source, within the corporate limits of the Municipality except as provided in Section 505.11 of the Kent Codified Ordinances.
- (b) The provisions of this section do not prohibit or render it unlawful to possess, use or furnish for use, the above-described weapons for the purpose of receiving and being given instructions and training in marksmanship, or the proper handling and use of such weapon, on any suitable and properly approved range or educational facility, which, at the time of such instruction and use, is under the supervision and control of a qualified instructor eighteen years of age or older.
- (c) Whoever violates this section is guilty of a misdemeanor of the fourth degree for the first violation, and a misdemeanor of the third degree for each subsequent violation. (Ord. 2004-58. Passed 04-21-04)

#### 549.13 LICENSE TO SELL WEAPONS.

- (a) No person shall engage in the business of selling, or sell or give away to any person within the City, any pistol, revolver, derringer, bowie knife, dirk or other weapon of like character, which can be concealed on the person, without securing a license to do so as provided in Section 549.14 and no person having secured such a license, shall sell or give away any such weapon to any person within this City who has not secured a permit from the Chief of Police to purchase such weapon in the manner hereinafter provided.
- (b) No licensed or unlicensed commercial enterprise or individual engaged in the sale of weapons described in subsection (a) hereof shall make available for purchase handguns unless such handgun complies with the following three requirements:
  - (1) The barrel length shall exceed three inches or the handgun is sold at a price exceeding eighty dollars (\$80.00);
  - (2) The barrel, cylinder, slide and frame of the handgun shall be entirely machined and/or investment cast;
  - (3) The barrel, cylinder, slide and frame of the handgun shall neither melt nor deform at a temperature of less than 800 Fahrenheit.
- (c) Whoever violates this section is guilty of a misdemeanor of the first degree. A fine of at least five hundred dollars (\$500.00) is mandatory for a violation of this section. Each sale of a handgun in violation of this section is a distinct and separate offense. (Ord. 1975-62. Passed 4-2-75.)

#### 549.14 APPLICATION FOR SALES LICENSE.

Any person desiring a license authorizing the sale of any of the deadly weapons mentioned in Section 549.13 shall make application in writing to the Police Chief, setting out in such application the full name and residence of the applicant, if an individual, and if a firm or corporation, the name and residence of each of its members or officers. Such applicant shall also set out the location at which it is intended or desired to conduct such business. Upon the receipt of such application it shall be the duty of the Police Chief to issue a license to the applicant. (1925 Code §76.)

#### 549.15 REPORT OF SALES OF WEAPONS.

(a) Every person who is licensed to deal in the deadly weapons described in Section 549.13 shall prepare and deliver to the Chief of Police or officer in charge, at least every seven days, a legible and correct report of every sale or gift made under authority of the license during the preceding seven days, which report shall include, but not be limited to the following:

(1) The date of such sale or gift;

(2) The name of the purchaser or done;

(3) His/her address and age;

- (4) The number;
- (5) Kind;
- (6) Description;
- (7) Price of such weapon;
- (8) The number of the purchaser's permit;
- (9) The purpose given by such person for the purchase of such weapon.
- (b) Whoever violates this section is guilty of a misdemeanor of the fourth degree. (Ord. 1975-62. Passed 4-2-75.)

#### 549.16 REVOCATION OF LICENSE.

In case the Police Chief is satisfied that the licensee has violated any of the provisions of this chapter, he/she may and shall revoke the license to such person for the selling of such weapons, and no other such license shall be issued to such licensee for a period of three years thereafter. (1925 Code §78.)

#### 549.17 APPLICATION FOR PERMIT TO BUY WEAPONS.

(a) No person shall purchase any deadly weapon, which can be concealed on the person, without first securing from the Chief of Police or officer in charge a permit to do so.

Before any such permit is granted an application in writing shall be made there for, setting forth in such application the name, address, age, height, weight, complexion, nationality and other elements of identification of the person desiring such permit. Such application shall also contain a recommendation that the permit shall issue from two persons, who shall be known to the Chief of Police as persons of good reputation and residents of the City for at least one year, or who shall appear to be taxpayers residing within the City.

- (b) This section does not apply to persons showing proof that they are officers, agents or employees of this or any other state or the United States, or to any other law enforcement officers authorized to carry deadly weapons capable of being concealed on the person, and acting within the scope of their duties, or federally licensed firearms dealers.
- (c) Whoever violates subsection (a) hereof is guilty of a misdemeanor of the fourth degree. (Ord. 1975-62. Passed 4-2-75.)

#### 549.18 ISSUANCE OF PERMIT TO BUY WEAPON.

The Chief of Police or officer in charge shall refuse to issue a permit to purchase any deadly weapon which can be concealed on the person to minors and to all persons convicted of any:

- (a) Crime of violence;
- (b) Felony;
- (c) Violation of this chapter.

(Ord. 1975-62. Passed 4-2-75.)



## City of Kent, Ohio

#### Office of the City Manager

To:

Mayor and Members of Council

From:

Suzanne Robertson, Executive Assistant

Date:

July 2, 2013

RE:

New Event Road Closure

The City Manager's Office has obtained an application for a special event that requires a street closure not previously approved by Council. The application is for the event, "Kent Central Gateway Grand Opening" sponsored by PARTA on August 5, 2013. This will be for the official grand opening of the Kent Gateway Transit Center.

Staff is respectfully requesting Council time to discuss the proposed road closures and seek Council's approval.

# APPLICATION FOR SPECIAL EVENT PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC. City of Kent, 215 E. Summit Street, Kent, OH 44240

		NAME OF EVENT Kent Central Gateway Grand Opening Elen
		ORGANIZATION SPONSORING EVENT PARTA
		APPLICANT NAME Bryan Smith PHONE 330-351-3981
		ADDRESS 2000 Summet Road, Kent, OH
		NAMES AND PHONE NUMBERS OF ALL PERSONS WHO ARE IN CHARGE AND/OR WILL BE IN A RESPONSIBLE POSITON DURING THE EVENT:
		Dede Mulligan 330-472-7673
		Bryon Smith 330-351-39181
		DATE OF EVENT $8/5/13$ NO. OF PARTICIPANTS $\sim 500$
		REQUESTED PERMIT TIME: Start Set up <u>SAM</u> Start Event <u>I PM</u>
		End Event 7PM End Cleanup 5PM
		IF PARADE: STARTING POINT ENDING POINT
		<ul> <li>Attach map to application showing proposed streets to be blocked off for event, and route of parade or race. (May be hand drawn.)</li> <li>Proof of Insurance is required before permit can be issued.</li> <li>Please attach list of possible vendors/booths to be part of event (food, retail, etc.).</li> <li>Please submit application for permit at least 30 days in advance, but no sooner than one year in advance. For additional requirements please review Chapter 316 of The Codified Ordinance of the City of Kent.</li> </ul>
Hotel	<b>→</b>	By signing this application, I am certifying that I have received a copy of the rules and regulations of Chapter 316 of the Codified Ordinances of the City of Kent, and I fully understand that should the permit be approved, it can be revoked if any of the provisions of this Chapter are violated.
		IF APPLICATION IS APPROVED, PERMIT WILL BE ISSUED BY THE CITY MANAGER.

#### Road Closing/Special Event Petition

#### Kent Central Gateway Grand Opening

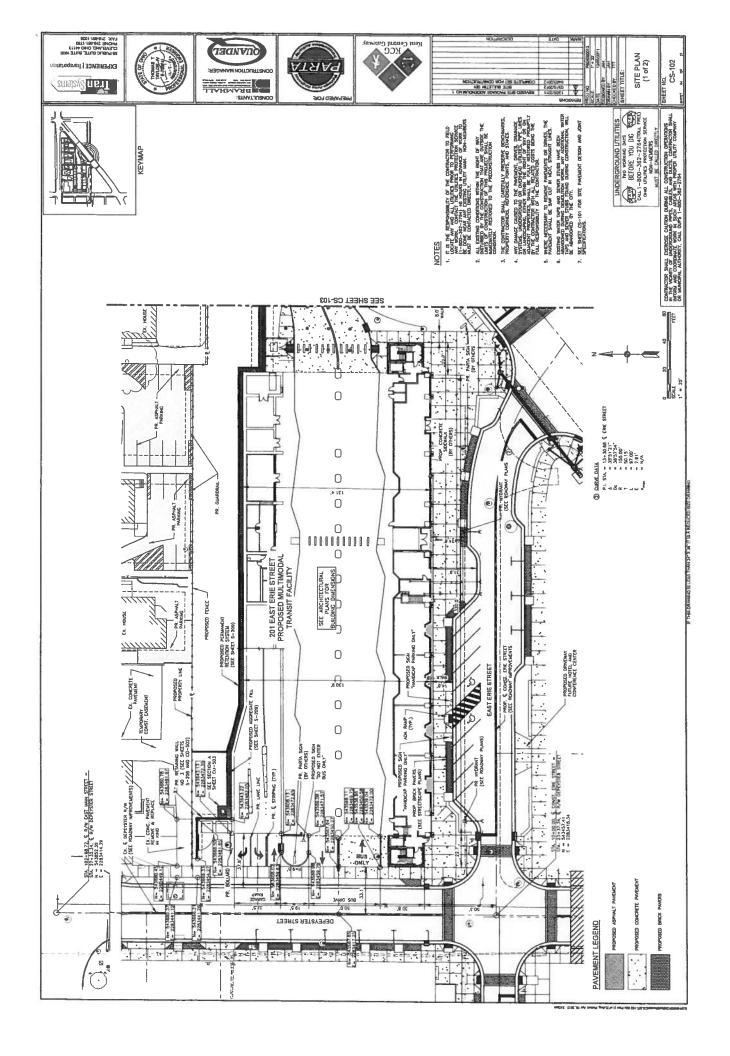
Monday, August 5, 2013 from 8 a.m. to 5 PM  $\,$ 

Signature of Affected Party (PARTA will be under separate cover):

Kent State University Hotel & Conference Center	
Name Michael Riceio	TitleGM
Address 215 S Depaysty St	Kest OH
Signature Mercu	Date 4/27/13
	,

Please sign and scan back to Bryan Smith, bsmith@parta.org

Thank you!



5R59 clised KSU Hotel Kent Control Gateny Text 20x30 Closed Depeyster



#### **CERTIFICATE OF COVERAGE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE **DOCUMENT BELOW** 

#### **COMPANY AFFORDING COVERAGE:**

Ohio Transit Risk Pool One Park Centre Dr., #300 Wadsworth, OH 44281

Phone: 330-334-6877 Fax: 330-336-7130

MEMBER:

Portage Area Regional Transportation Authority

2000 Summit Rd.

Kent, OH 44240

KEN-2013-05

THE COVERAGE DOCUMENTS LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT, WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE DOCUMENTS DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH DOCUMENTS.
LIMITS OF COVERAGE. OTRY WILL NOT PAY MORE THAN THE APPLICABLE UNITS OF COVERAGE SHOWN IN THE DECLARATIONS THAT RESULT FROM ANY ONE OCCURRENCE IN THE EVENT OF A MULTIPLE LINES LOSS OTRY'S OCCURRENCE. LIMIT STATED IN THE DECLARATION PAGE SHAL APPLY.

TYPE OF COVERAGE	COVERAGE DOCUMENT #	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
GENERAL LIABILITY  Commercial General Liability	2013-MOC[L]	12/01/12	11/30/13	Each Occurrence \$1,000,000.00
AUTOMOBILE LIABILITY				
PROPERTY A/PD Commercial	OTRP-MOC[P]- 2013	12/01/12	11/30/13	Each Occurrence \$1,000,000.00 Various Sub Limits Apply
EMPLOYER'S LIABILITY  ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?  If yes, describe below.				
EXCESS/UMBRELLA LIABILITY  Occurrence Deductible Retention				
OTHER				

**CERTIFICATE HOLDER:** City of Kent 215 E. Summit Street Kent, OH 44240

AUTHORIZED SIGNATURE: Luc Disk