

ORDINANCE NO. 2026 - 03

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF KENT AND PORTAGE COUNTY TO CONTINUE THE STOW/SUMMIT STREET BRIDGE AND PEDESTRIAN IMPROVEMENT PROJECT AGREEMENT FOR DESIGN SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to continue to collaborate with Portage County on the project to replace the existing Stow Street Bridge over the Cuyahoga River and install active transportation improvements on Stow/Summit Street from Tannery Park to Franklin Street; and

WHEREAS, the agreement sets the framework for Portage County and the City to pursue funding for active transportation and bridge improvements on Stow/Summit Street; and

WHEREAS, the \$25,000 in funds required for this agreement is included in the 2026 annual budget.

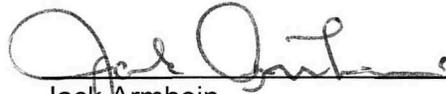
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to execute the agreement between the City of Kent and Portage County for design services and to continue the Stow/Summit Street Bridge and Pedestrian Improvement Project and is fully set forth in Exhibit "A", attached hereto and incorporated herein.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

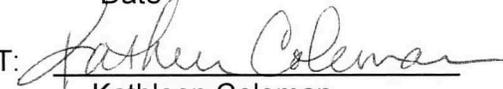
SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 1/21/26
Date



Jack Armhein
Mayor and President of Council

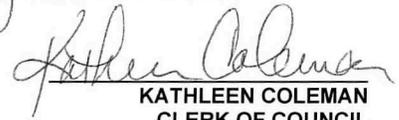
EFFECTIVE: 1/21/26
Date

ATTEST: 

Kathleen Coleman
Clerk of Council

I, KATHLEEN COLEMAN, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF RESOLUTION NO. 2026-03, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON January 21, 2026.

(SEAL)


KATHLEEN COLEMAN
CLERK OF COUNCIL

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling *Job*
DATE: December 18, 2025

RE: Stow/Summit Streets Bridge & Pedestrian Improvements - Design Agreement
The Service Department is requesting City Council's approval to execute the attached Stow/Summit Streets Bridge & Pedestrian Improvements Agreement for design services. The agreement sets the framework for Portage County and the City to continue collaborating on the project to replace the existing Stow Street Bridge over the Cuyahoga River and install active transportation improvements on Stow/Summit Street from Tannery Park to Franklin Street.

Kent and Portage County began collaborating on this project in 2023. Since that time the following has been accomplished:

- Conceptual studies have been completed to identify the scope of work and determine the budget necessary to complete the scope of work.
- **Obtained outside funding totaling \$2.4 million** to complete the project
- Programmed the project with the Ohio Department of Transportation

This agreement is anticipated to move the project through the design phase, including railroad coordination. One final agreement will be required to move the project through the construction phase.

The City funding required for this agreement is \$25,000 and is included in the 2026 annual budget.

We appreciate Council's consideration of this request.

cc: Melanie Baker Rhonda Hall
Brian Huff
Cathy Wilson
Mike Collins, Portage County Engineers Office

STOW/SUMMIT BRIDGE & PEDESTRIAN IMPROVEMENTS

AGREEMENT

**PORTAGE COUNTY
AND THE CITY OF
KENT**

ALL PARTIES BEING IN THE STATE OF OHIO

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

WITNESSETH:

WHEREAS, the County and City desire to continue their joint efforts for the improvement of Stow/Summit Bridge & Pedestrian Improvements located from the existing sidewalk or paths on Stow Street at Tannery Park to the existing sidewalk or paths at the Summit Street/Franklin Avenue intersection; known as the Stow/Summit Bridge & Pedestrian Improvements (the "Project"), and;

WHEREAS, County and the City have previously shared resources to complete a Feasibility Study, and;

WHEREAS, the County has applied for and received Federal funding through the Akron Metropolitan Area Transportation Study’s (AMATS) Transportation Alternatives Set Aside (TASA) program and the County Engineers Association of Ohio (CEAO) Local BRidge (LBR) program, which will finance a majority of the design, construction, and construction inspection costs for this Project, and;

WHEREAS, the City has received State funding through the Ohio Department of Natural Resources (ODNR) for the design and construction of the Project, hereinafter referred to as the “ODNR Grant”, and;

WHEREAS, the City has agreed that the County will serve as the responsible lead agency to administer the Project, and;

WHEREAS, the County has entered into a Local Public Agency (LPA) Local-Let Federal agreement with ODOT to administer the Project, and;

WHEREAS, County and the City have agreed to use a design consultant to provide professional surveying and engineering services for the preliminary and final design of the proposed Project; and,

WHEREAS, the design of the Project will include coordination with the CSX and ABC Railroads, thereby adding additional costs to the design of the Project.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the parties hereto agree as follows:

Section 1. Incorporation of Recitals

The preceding recitals are hereby incorporated by reference into this Agreement.

Section 2. Design of the Project

- A. The County and City shall undertake the design of the Project in a workmanlike manner.
- B. The County hereby agrees that all contracts for the design of the Project shall be entered into in compliance with the applicable provisions of State and Local laws including Federal requirement for the procurement of professional services.
- C. The City as a partner of the Project, shall be active in the development and review of the preliminary alternatives, the selection of the preferred alternative, review of the detailed design plans and attendance and participation at regular project meetings.
- D. The funding for the professional engineering services will be set to maximize grant funding received for the project. The costs for the design that are not covered by grant funding shall be split 50% County and 50% City.
- E. The budgeted costs for the design, including the grant funding available, is shown in Attachment A.
- F. The County will be invoiced and pay for the design services, and the City will reimburse the County its share of the costs, including the ODNR Grant Portion, when the County invoices the City.

- G. The City, as the recipient of the ODNR Grant, shall pay the County the portion of the costs to be reimbursed by the ODNR Grant. The City will then seek reimbursement from ODNR. The County and City shall meet the terms of the ODNR Grant Agreement included in Attachment B.
- H. The City gives permission to the County, its agents, employees, consultants and contractors to enter upon City of Kent lands for the purpose of surveying, utility investigations, subsurface investigations, traffic counting, environmental studies and any other work necessary to complete the preliminary and final design of the Project.
- I. The parties to this Agreement covenant that all design with respect to the Project is made in reliance on this Agreement.

Section 3. Construction of the Project

- A. The County and the City further agree to share the local, non-grant funded, costs for the construction of the Project, with the amount to be determined prior to completion of the design phase.
- B. This Agreement will be amended prior to construction to further detail the terms.

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

CITY OF KENT, OHIO

WITNESS:

Reviewed and Recommended by:

James S. Bowling, P.E.
Deputy Service Director/Superintendent
of Engineering

Date

WITNESS:

Melanie Baker
Director of Service

Date

WITNESS:

Approved and Accepted by:

Dave Ruller
City Manager

Date

Approved as to form:

Hope Jones, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount TWO HUNDRED TWENTY ONE thousand dollars

(\$221,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, 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 Funds free from any obligation or certificates now outstanding.

Rhonda Hall, Director of Budget and Finance

Date

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

PORTAGE COUNTY BOARD OF COMMISSIONERS

Sabrina Christian-Bennett

Jill Crawford

Mike Tinlin -

Approved as to Form:

Approved:

Prosecuting Attorney
Portage County, Ohio

Larry D. Jenkins, Jr., PE PS
Portage County Engineer

ATTACHMENT A

Stow Street Bridge and Trail Improvements - Project Design Funding Plan

Date: 8/29/2025

PID - 121755

Funding Source	Grants		Local Match		Total	Comments
	PCEO Managed	City Managed	PCEO	Keht		
AMATS - TASA	\$ 200,000	\$ -	\$ 25,000	\$ -	\$ 225,000	Funding Received
State Discretionary (ODNR)	\$ -	\$ -	\$ -	\$ 196,000	\$ 196,000	Funding Received (Environmental Phase)
Totals:	\$ 200,000	\$ -	\$ 25,000	\$ 196,000	\$ 421,000	
Planning & Design Phase - \$450,000 Budget (Compass Infrastructure)						
County Local Bridge	\$ 53,444.83	\$ -	\$ -	\$ -	\$ 53,444.83	Toll Revenue Credits covers local share
Totals:	\$ 53,445	\$ -	\$ -	\$ -	\$ 53,445	
Environmental Phase - \$50,000 Budget (Clune Consulting)						
County Local Bridge	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	
Totals:	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	

ATTACHMENT B



Department of
Natural Resources

ohiodnr.gov

Mike DeWine, Governor
Jim Tressel, Lt. Governor
Mary Mertz, Director

Office of Real Estate
Tara Paciorek, Chief
2045 Morse Road, Building E2
Columbus, OH 43229-6693
(614) 265-6661

Dear Project Manager:

Enclosed, please find the executed grant agreement for your Community Recreation Project. If you submitted evidence of employee theft insurance with your Project Information Packet, you may now request one initial advance of funds, not to exceed one-third of the grant amount. (Evidence of this insurance is required for advances but not for reimbursements.) After an advance is issued, **all subsequent payments** are provided on a reimbursement basis. Please note that a request for an advance of funds is not required.

After the amount of the advance is met, reimbursements for properly documented expenditures will be made until the granted amount has been completely reimbursed.

For more grant process information, including how to request an advance or reimbursement, please see pages 24 through 35 of the Capital Improvements Guide for awarded H.B. 2 projects @ <https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/real-estate/capital-projects>

Please submit all requested materials for advance and reimbursement requests by email or mail to the ODNR Office of Real Estate:

Community Recreation Projects
ODNR, Office of Real Estate
2045 Morse Road - E2
Columbus, OH 43229
Teresa.goodridge@dnr.ohio.gov

Because of time constraints associated with the Tax-Exempt State Bonds, you are strongly encouraged to complete the Community Recreation Project by the end of the biennium, June 30th, 2026. If this is not possible, extensions may be granted upon written request.

If you have questions, please don't hesitate to contact me at (614) 265-6396. Good luck with your project.

Sincerely,

Teresa Goodridge
Program Manager

Ohio Department of Natural Resources
614-265-6396

**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 5/5/2025 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,

Capital Improvement Grant Agreement between
ODNR and City of Kent
Legal Contract ID # 2025-0219

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

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Legal Contract ID # 2025-0219

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.

Capital Improvement Grant Agreement between
ODNR and City of Kent
Legal Contract ID # 2025-0219

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: [Signature]

Signed by:
Steven Gray
By: 91D9D3AED07548C

Printed Name: Dave Ruller

Printed Name: Steven Gray

Title: City Manager

Title: Assistant Director, ODNR

Date: March 31, 2025

Date: May 6, 2025

Approved as to form

[Signature]
City of Kent Law Director

ATTORNEY CERTIFICATION

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

I, Hope L. Jones, Law Director, acting as attorney for the
Name and Title of Attorney
City of Kent, Ohio ("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: Charter indicates
Law Director signs all contracts.

Attorney for Grantee:

[Signature]
Attorney Signature

Hope L. Jones
Attorney Printed Name

20440081
Attorney Registration No.

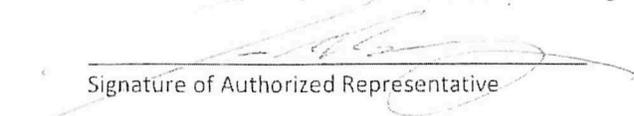
3-31-25
Date Signed

Attorney Address: 39 S. Water St.
Kent, Ohio 44240

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

Deputy Service Director/Supervisor
Title CE ENGINEERING

James S. Bowling, PE
Printed Name

3/28/25
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

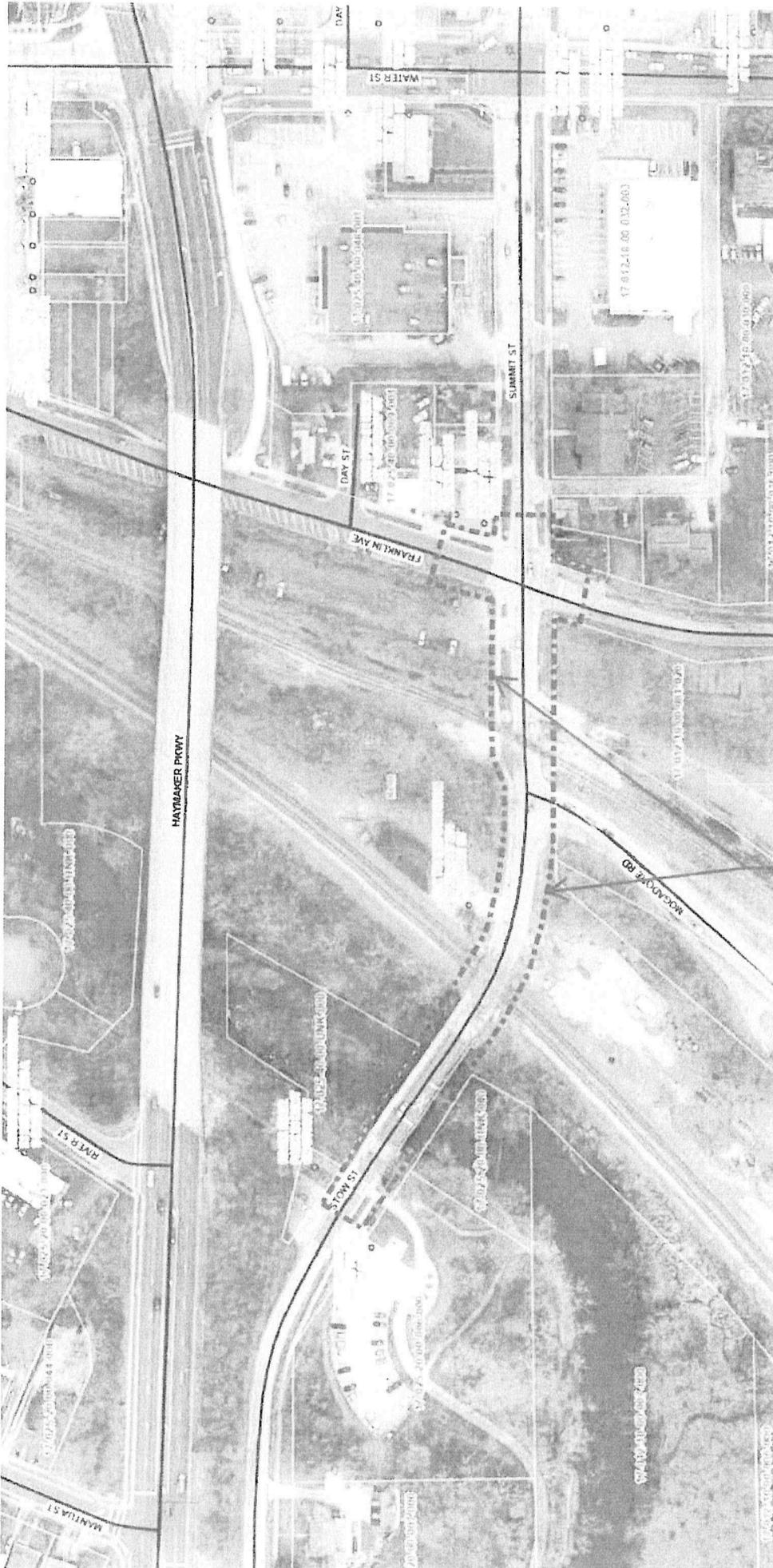
Title

Printed Name

Date

EXHIBIT B

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

PROJECT ACKNOWLEDGEMENT SIGN

Public acknowledgment of State funding assistance at project sites is required, showcasing the state-local partnership in creating and improving high quality recreation areas.

Your sign will be sent to you with your executed state-local contract.

The acknowledgement sign must be posted at the main entrance to the project site or other appropriate on-site location, such as on or near the funded park or conservation facility. Method of sign construction may be determined by the Project Sponsor. Signs must remain in place through the Compliance Period.



Office of Real Estate
Tara Paciorek, Chief
2045 Morse Rd-Bldg. E-2
Columbus, OH 43229-1386

INVOICE

April 7, 2025

To:

City of Kent
James Bowling
930 Overholt Road
Kent, OH 44240

Project Number: PORT-006C

SIGN DESCRIPTION	# ORDERED	AMOUNT	TOTAL
<u>CAPITAL</u>	<u>1</u>	\$0.00	\$0.00
TOTAL:			\$0.00

Please remit upon receipt at the following address:

Payable to: Ohio Department of Natural Resources
Office of Real Estate
2045 Morse Road, E-2
Columbus OH 43229-6693
Attn: Teresa Goodridge
Phone No. 614-265-6396

For Department Use Only

Date Payment Received	
Received By	
Deposit to Fund	

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling *JB*
DATE: December 18, 2025

RE: Stow/Summit Streets Bridge & Pedestrian Improvements - Design Agreement
The Service Department is requesting City Council's approval to execute the attached Stow/Summit Streets Bridge & Pedestrian Improvements Agreement for design services. The agreement sets the framework for Portage County and the City to continue collaborating on the project to replace the existing Stow Street Bridge over the Cuyahoga River and install active transportation improvements on Stow/Summit Street from Tannery Park to Franklin Street.

Kent and Portage County began collaborating on this project in 2023. Since that time the following has been accomplished:

- Conceptual studies have been completed to identify the scope of work and determine the budget necessary to complete the scope of work.
- **Obtained outside funding totaling \$2.4 million** to complete the project
- Programmed the project with the Ohio Department of Transportation

This agreement is anticipated to move the project through the design phase, including railroad coordination. One final agreement will be required to move the project through the construction phase.

The City funding required for this agreement is \$25,000 and is included in the 2026 annual budget.

We appreciate Council's consideration of this request.

C: Melanie Baker
Rhonda Hall
Brian Huff
Cathy Wilson
Mike Collins, Portage County Engineers Office

K:\Engineering\PROJECTS_BRIDGE_PLAN\Stow Street_Portage County\Financial\Interagency Agreement\Design Agreement\KCC_Design Agreement\KCC_Port Cty Agreement Memo_12_25.docx

STOW/SUMMIT BRIDGE & PEDESTRIAN IMPROVEMENTS

AGREEMENT

**PORTAGE COUNTY
AND THE CITY OF
KENT**

ALL PARTIES BEING IN THE STATE OF OHIO

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

WITNESSETH:

WHEREAS, the County and City desire to continue their joint efforts for the improvement of Stow/Summit Bridge & Pedestrian Improvements located from the existing sidewalk or paths on Stow Street at Tannery Park to the existing sidewalk or paths at the Summit Street/Franklin Avenue intersection; known as the Stow/Summit Bridge & Pedestrian Improvements (the "Project"), and;

WHEREAS, County and the City have previously shared resources to complete a Feasibility Study, and;

WHEREAS, the County has applied for and received Federal funding through the Akron Metropolitan Area Transportation Study’s (AMATS) Transportation Alternatives Set Aside (TASA) program and the County Engineers Association of Ohio (CEAO) Local BRidge (LBR) program, which will finance a majority of the design, construction, and construction inspection costs for this Project, and;

WHEREAS, the City has received State funding through the Ohio Department of Natural Resources (ODNR) for the design and construction of the Project, hereinafter referred to as the “ODNR Grant”, and;

WHEREAS, the City has agreed that the County will serve as the responsible lead agency to administer the Project, and;

WHEREAS, the County has entered into a Local Public Agency (LPA) Local-Let Federal agreement with ODOT to administer the Project, and;

WHEREAS, County and the City have agreed to use a design consultant to provide professional surveying and engineering services for the preliminary and final design of the proposed Project; and,

WHEREAS, the design of the Project will include coordination with the CSX and ABC Railroads, thereby adding additional costs to the design of the Project.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the parties hereto agree as follows:

Section 1. Incorporation of Recitals

The preceding recitals are hereby incorporated by reference into this Agreement.

Section 2. Design of the Project

- A. The County and City shall undertake the design of the Project in a workmanlike manner.
- B. The County hereby agrees that all contracts for the design of the Project shall be entered into in compliance with the applicable provisions of State and Local laws including Federal requirement for the procurement of professional services.
- C. The City as a partner of the Project, shall be active in the development and review of the preliminary alternatives, the selection of the preferred alternative, review of the detailed design plans and attendance and participation at regular project meetings.
- D. The funding for the professional engineering services will be set to maximize grant funding received for the project. The costs for the design that are not covered by grant funding shall be split 50% County and 50% City.

- E. The budgeted costs for the design, including the grant funding available, is shown in Attachment A.
- F. The County will be invoiced and pay for the design services, and the City will reimburse the County its share of the costs, including the ODNR Grant Portion, when the County invoices the City.
- G. The City, as the recipient of the ODNR Grant, shall pay the County the portion of the costs to be reimbursed by the ODNR Grant. The City will then seek reimbursement from ODNR. The County and City shall meet the terms of the ODNR Grant Agreement included in Attachment B.
- H. The City gives permission to the County, its agents, employees, consultants and contractors to enter upon City of Kent lands for the purpose of surveying, utility investigations, subsurface investigations, traffic counting, environmental studies and any other work necessary to complete the preliminary and final design of the Project.
- I. The parties to this Agreement covenant that all design with respect to the Project is made in reliance on this Agreement.

Section 3. Construction of the Project

- A. The County and the City further agree to share the local, non-grant funded, costs for the construction of the Project, with the amount to be determined prior to completion of the design phase.
- B. This Agreement will be amended prior to construction to further detail the terms.

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

CITY OF KENT, OHIO

WITNESS:

Reviewed and Recommended by:

James S. Bowling, P.E.
Deputy Service Director/Superintendent
of Engineering

Date

WITNESS:

Melanie Baker
Director of Service

Date

WITNESS:

Approved and Accepted by:

Dave Ruller
City Manager

Date

Approved as to form:

Hope Jones, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount TWO HUNDRED TWENTY ONE thousand dollars (\$221,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, 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 Funds free from any obligation or certificates now outstanding.

Rhonda Hall, Director of Budget and Finance

Date

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

PORTAGE COUNTY BOARD OF COMMISSIONERS

Sabrina Christian-Bennett

Jill Crawford

Mike Tinlin -

Approved as to Form:

Approved:

Prosecuting Attorney
Portage County, Ohio

Larry D. Jenkins, Jr., PE PS
Portage County Engineer

ATTACHMENT A

Stow Street Bridge and Trail Improvements - Project Design Funding Plan

PID - 121755

Date: 8/29/2025

Funding Source	Grants		Local Match		Total	Comments
	PCEO Managed	City Managed	PCEO	Keht		
Planning & Design Phase - \$450,000 Budget (Compass Infrastructure)						
AMATS - TASA	\$ 200,000	\$ -	\$ 25,000	\$ 250,000	Funding Received	
State Discretionary (ODNR)	\$ -	\$ -	\$ -	\$ 196,000	Funding Received (Environmental Phase)	
Totals:	200,000	\$ 25,000	\$ 25,000	\$ 446,000		
Environmental Phase - \$50,000 Budget (Clune Consulting)						
County Local Bridge	\$ 53,444.83	\$ -	\$ -	\$ 53,444.83	Toll Revenue Credits covers local share	
Totals:	53,445	\$ -	\$ -	\$ 53,445		

ATTACHMENT B



**Department of
Natural Resources**

ohiodnr.gov

Mike DeWine, *Governor*
Jim Tressel, *Lt. Governor*
Mary Mertz, *Director*

Office of Real Estate
Tara Paciorek, Chief
2045 Morse Road, Building E2
Columbus, OH 43229-6693
(614) 265-6661

Dear Project Manager:

Enclosed, please find the executed grant agreement for your Community Recreation Project. If you submitted evidence of employee theft insurance with your Project Information Packet, you may now request one initial advance of funds, not to exceed one-third of the grant amount. (Evidence of this insurance is required for advances but not for reimbursements.) After an advance is issued, **all subsequent payments** are provided on a reimbursement basis. Please note that a request for an advance of funds is not required.

After the amount of the advance is met, reimbursements for properly documented expenditures will be made until the granted amount has been completely reimbursed.

For more grant process information, including how to request an advance or reimbursement, please see pages 24 through 35 of the Capital Improvements Guide for awarded H.B. 2 projects @ <https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/real-estate/capital-projects>

Please submit all requested materials for advance and reimbursement requests by email or mail to the ODNR Office of Real Estate:

Community Recreation Projects
ODNR, Office of Real Estate
2045 Morse Road - E2
Columbus, OH 43229
Teresa.goodridge@dnr.ohio.gov

Because of time constraints associated with the Tax-Exempt State Bonds, you are strongly encouraged to complete the Community Recreation Project by the end of the biennium, June 30th, 2026. If this is not possible, extensions may be granted upon written request.

If you have questions, please don't hesitate to contact me at (614) 265-6396. Good luck with your project.

Sincerely,

Teresa Goodridge
Program Manager
Ohio Department of Natural Resources
614-265-6396

**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:

<p>ODNR Contact:</p> <p>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</p>	<p>Grantee Contact:</p> <p>James Bowling City Engineer City of Kent 930 Overholt Road Kent, OH 44240 Jim.Bowling@KentOhio.gov</p>
--	---

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

Capital Improvement Grant Agreement between
ODNR and City of Kent
Legal Contract ID # 2025-0219

"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 5/5/2025 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

Capital Improvement Grant Agreement between
ODNR and City of Kent
Legal Contract ID # 2025-0219

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.

Capital Improvement Grant Agreement between
ODNR and City of Kent
Legal Contract ID # 2025-0219

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: 

Signed by:
By: 
91D9D3AED07548C...

Printed Name: Dave Ruller

Printed Name: Steven Gray

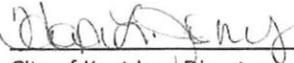
Title: City Manager

Title: Assistant Director, ODNR

Date: March 31, 2025

Date: May 6, 2025

Approved as to form


City of Kent Law Director

ATTORNEY CERTIFICATION

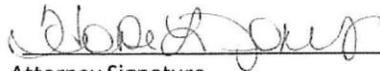
Community Park, Recreation, or Conservation Project Number: **PORT-006C**

I, Hope L. Jones, Law Director, acting as attorney for the
Name and Title of Attorney
City of Kent, Ohio ("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: Charter indicates
Law Director signs all contracts.

Attorney for Grantee:


Attorney Signature

Hope L. Jones
Attorney Printed Name

0044008
Attorney Registration No.

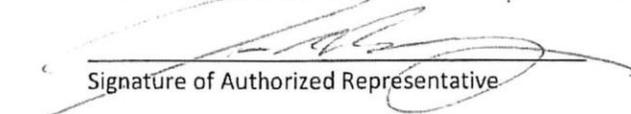
3-31-25
Date Signed

Attorney Address: 319 S. Water St.
Kent, Ohio 44240

**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

Deputy Service Director/Supervisor/ent
Title OF ENGINEERING

James S. Bowling, PE
Printed Name

3/28/25
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

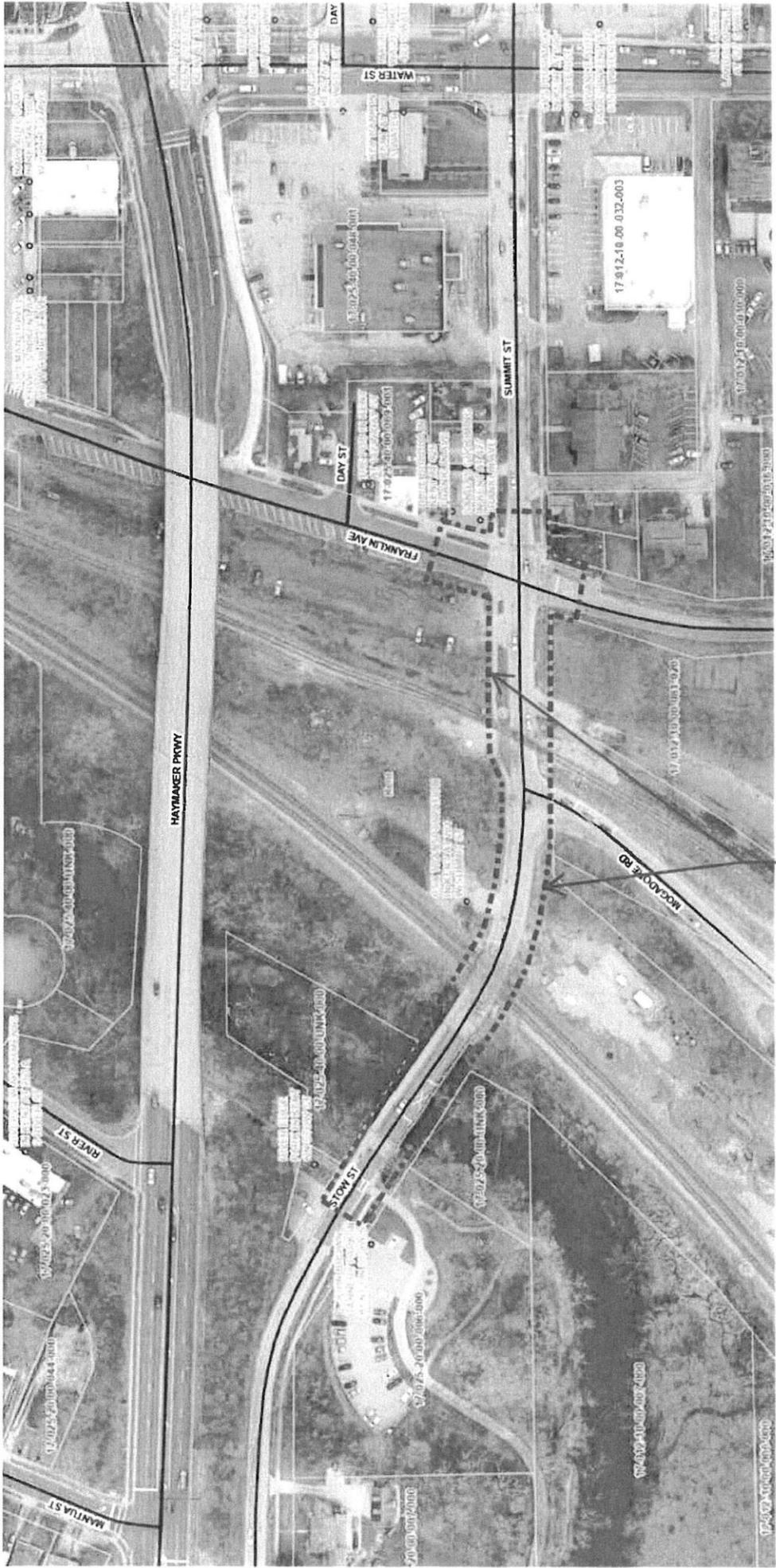
Title

Printed Name

Date

EXHIBIT B

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

PROJECT ACKNOWLEDGEMENT SIGN

Public acknowledgment of State funding assistance at project sites is required, showcasing the state-local partnership in creating and improving high quality recreation areas.

Your sign will be sent to you with your executed state-local contract.

The acknowledgement sign must be posted at the main entrance to the project site or other appropriate on-site location, such as on or near the funded park or conservation facility. Method of sign construction may be determined by the Project Sponsor. Signs must remain in place through the Compliance Period.



Office of Real Estate
Tara Paciorek, Chief
2045 Morse Rd-Bldg. E-2
Columbus, OH 43229-1386

INVOICE

April 7, 2025

To:

City of Kent
James Bowling
930 Overholt Road
Kent, OH 44240

Project Number: PORT-006C

SIGN DESCRIPTION	# ORDERED	AMOUNT	TOTAL
<u>CAPITAL</u>	<u>1</u>	\$0.00	\$0.00
TOTAL:			\$0.00

Please remit upon receipt at the following address:

Payable to: Ohio Department of Natural Resources

Office of Real Estate
2045 Morse Road, E-2
Columbus OH 43229-6693
Attn: Teresa Goodridge
Phone No. 614-265-6396

For Department Use Only

Date Payment Received	
Received By	
Deposit to Fund	

