



CITY OF KENT, OHIO

Information Technologies Department Memorandum

To: Dave Ruller, City Manager
From: Nicholas Cecil, IT & Communications Director
Date: 8/12/2024
Re: Traffic Network Switch Recycling

Mr. Ruller,

I am requesting approval to recycle old traffic system network equipment. The devices listed below have reached the end of their useful life and have been decommissioned.

13 RS940G-HI-D-2LCMM switches
16 ComNet 3GE 7FE switches

Thank you,
Nicholas Cecil

A handwritten signature in black ink that reads "Nicholas Cecil".




City Of Kent Fire Department

320 S. Depeyster St.
Kent, Ohio 44240
330-676-7393

August 27, 2024

To: Dave Ruller, City Manager

From: James Samels, Fire Chief 

Re: Fire Hose Grant

Dave,

In early February 2024, the Kent Fire Department applied for a FEMA Assistance to Firefighter's Grant (AFG) to replace fire hose the department has from the late 1970's.

We were notified last week that we have been awarded the grant in the amount of \$25,254.54. The grant does have a 10% match (\$2,525.46) requirement from the fire department. I am requesting that the AFG grant award be accepted and that Budget and Finance be given approval to appropriate the award and matching funds to our operating line # 128-01-510-108.7420 for the purchase of the new fire hose.

Please let me know if there are any questions or concerns.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jon Giaquinto

DATE: 9/6/24

RE: East Main Street Improvement Project – Right of Way Purchase – Packet H (**Updated**)

The Service Department is requesting council time for approval to purchase temporary right of way on three parcels and permanent right of way on one parcel within the East Main Street Improvement project. All purchases follow the Federal Uniform Relocation Act that is required when using Federal Funding. To determine the Fair Market Value Estimate (FMVE), an appraisal is completed from an ODOT pre-qualified appraiser. That appraisal is also reviewed by a separate ODOT pre-qualified appraisal.

All right of way must be cleared by November 2024 to start construction in 2025.

Attached to this memo is the property map for the project highlighting the parcel included in this request. The Service Department is requesting payments be approved for the following owner.

Property Owner	R/W Plan Number	Description	Amount
Kent State University	4T,4A-T,4B-T,4B-T1,4B-T2	Temporary	Donation
Matthew Allen Coven	7T	Temporary	\$11,300
East Main Street LLC	9T 9WD	Temporary Permanent	\$30,705 \$17,465
MCLA Holdings, LLC	17T	Temporary	\$6,800

The City will be reimbursed 90% by ODOT and 5% by KSU for these purchases. Thus far, 25 have signed, 1 donation, 2 appropriations, and 4 have verbally agreed to an amount but have not yet signed.

c: Melanie Baker, Service Director
Jim Bowling, City Engineer
Patti Long, Executive Assistant
Hope Jones, Law Director
Rhonda Hall, Budget and Finance Director
Sandy Lance

LPA RE 807
Rev. 10/2017

TE
LPA

TEMPORARY EASEMENT

Matthew Allen Coven, unmarried, the Grantor(s), in consideration of the sum of \$11,300.00, to be paid by City of Kent, Portage County, Ohio, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 7-T

POR-59-2.14

SEE EXHIBIT A ATTACHED

Portage County Current Tax Parcel No. 17-024-33-00-125-000

Prior Instrument Reference: #202406003, Portage County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is thirty-six (36) months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Matthew Allen Coven, unmarried, have hereunto set her hand on the 5TH day of September, 2024.


MATTHEW ALLEN COVEN, UNMARRIED

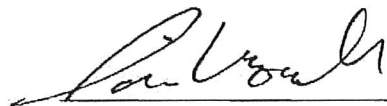
STATE OF OHIO, COUNTY OF PORTAGE SS:

BE IT REMEMBERED that on the 5TH day of September, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Matthew Allen Coven, unmarried, who acknowledged the foregoing instrument to be her voluntary act and deed. No oath or affirmation was administered to Matthew Allen Coven, unmarried, regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



IAIN CROUCH
Notary Public, State of Ohio
My Commission Expires:
11/30/2024



NOTARY PUBLIC
My Commission expires: 11/30/2024

This document was prepared by: City of Kent, Portage County, Ohio

EXHIBIT A

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 06/13/24

PID 112026

**PARCEL 7-T
POR-59-2.14 (E. MAIN STREET AREA IMPROVEMENTS)
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
REGRADE, RECONSTRUCT DRIVES
FOR 36 MONTHS FROM DATE OF ENTRY BY THE
CITY OF KENT, PORTAGE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Portage, City of Kent, being part of Original Lot 24 in Franklin Township, Township 3 North, Range 9 West, being part of lands described in the deed to MATTHEW ALLEN COVEN (Grantor) as recorded in Instrument 202406003 on file in the Portage County Recorder's Office and laying on the left side of the centerline of right-of-way of East Main Street (State Route 59) as shown on the East Main Street Area Improvements right-of-way plans prepared by Arcadis U.S., Inc for and on file with the City of Kent, Ohio, and more fully described as follows:

Beginning on the northerly right-of-way line of said East Main Street at 40.00 feet left of Station 116+80.30 being the Grantor's southeasterly corner;

1. Thence South 89° 31' 04" West, along said northerly right-of-way line, a distance of 101.00 feet to the Grantor's southwesterly corner being 40.00 feet left of Station 115+79.30;
2. Thence North 00° 13' 17" West, leaving said northerly right-of-way line and along the Grantor's westerly line, a distance of 10.00 feet being 50.00 feet left of Station 115+79.34;
3. Thence North 70° 16' 57" East, leaving the Grantor's westerly line and through the Grantor, a distance of 30.35 feet being 60.00 feet left of Station 116+08.00;
4. Thence North 89° 31' 04" East, continuing through the Grantor, a distance of 72.39 feet to the Grantor's easterly line being 60.00 feet left of Station 116+80.39;
5. Thence South 00° 13' 17" East, along the Grantor's easterly line, a distance of 20.00 feet to the **Point of Beginning**;

EXHIBIT A

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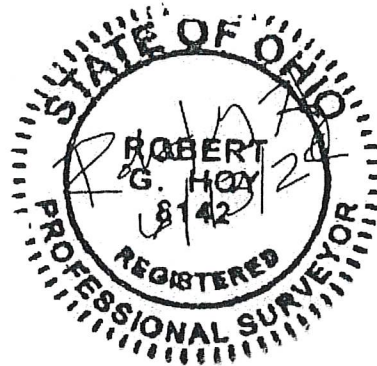
The above-described easement contains 0.043 acres (1877 square feet, including 0.000 acres within the present road occupied) all within Parcel Number 17-024-33-00-125-000 and subject to all legal highways and easements of record;

This description was prepared by Arcadis, U.S., Inc. under the supervision of Robert G. Hoy, Ohio Professional Surveyor No. 8142, and is based on a field survey performed by Arcadis U.S., Inc. in August 2022.

Bearings in this description are on the Ohio State Plane Coordinate System, NAD83(2011), North Zone, Grid North, U.S. Survey Feet.

The stations are from the existing centerline of right-of-way of East Main Street (State Route 59) as shown on said East Main Street Area Improvements right-of-way plans unless noted otherwise.

Arcadis U.S., Inc.
Robert G. Hoy, Ohio Professional Surveyor No. 8142



RE-22
REV. 03-2015

ACQUIRING AGENCY'S
FAIR MARKET VALUE ESTIMATE

OWNER'S NAME

Matthew Allen Coven CHRISTINE L. COVEN
--

COUNTY PORTAGE

ROUTE 59

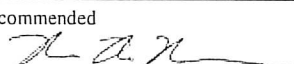
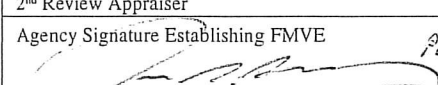
SECTION 2.14

PARCEL NO. 7- T

PROJECT I.D. NO. 112026

	PAR NO.	ITEMS INCLUDED IN THIS ESTIMATE			ORIGINAL	REVISION	REVISION
		NO.	KIND	AV.SIZE			
LAND	7- T	0.043 ac. Temporary Construction Easement					
		@ \$875,000/ac. X 10% Int. x 3 years			\$11,300		
FENCE							
TREES							
OTHER							
BLDG							
DAMAGE							
EL		TOTAL FAIR MARKET VALUE FOR REQUIRED R/W			\$11,300		
		OFFER FOR REQUIRED R/W AND EXCESS LAND					
		ADDED COST TO ACQUIRE EXCESS LAND					
		VALUE	AREA				

The allocation of compensation recommended above is based upon an approved appraisal report

Trainee's Recommendation	Date	Recommended	Date
			OCT. 6, 2023
Review Appraiser Typed Name	Recommended	Review Appraiser Typed Name	Recommended
	Date	BRUCE B. BOWMAN	Date
2 nd Review Appraiser	Agency Signature Establishing FMVE	Appraisal Unit Manager	Administrative Settlement / Case Settlement
	 PE Date 10/10/23		Date
Typed Name & Title	James S. Bowling, PE, Deputy Service Director	Typed Name & Title	
Agency Name	City of Kent, Ohio	Agency Name	

APPRAISAL AND REVIEW RECORD								
FEE/STAFF	APPRAISER	VALUE OF TAKING	DATE APPR SIGNED	TOTAL TAKE	PARTIAL TAKE	TYPE REPORT	TYPE OF SPECIALISTS REPORT	
FEE	John D. D'Angelo, MAI	\$11,300	9/28/2023		X	VF		
REVIEW APPRAISER	ORIGINAL		REVISION		REVISION		REVISION	
	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
Bruce B. Bowman	\$11,300	10/6/2023						

Reviewer's Reasoning for the Recommendation:

Field Inspected on September 29, 2023. The subject property is located at 429 E. Main Street, Kent, Portage County, Ohio. The site is improved with a commercial building plus related site improvements. The subject property is zoned C-R Commercial- High Density Multifamily Residential District, which permits a variety of commercial and multi-family residential uses. The subject property appears to be a legal, conforming use. Since the building is clearly not impacted by the taking, the building is not included in this limited scope appraisal assignment. Only the land component plus site improvements impacted by the taking are included. The subject larger parcel includes a single contiguous parcel of land containing 0.719 acre, gross and net. The highest and best use of the site as if vacant is for commercial development. The subject site was valued utilizing four sales of similar commercial sites in the subject's market area or a similar market area. The sales ranged in size from 0.49 acre to 1.30 acres. The sales indicated an unadjusted value range of \$612,041 per acre to \$896,226 per acre. The appraiser reconciled at a unit value of \$875,000 per acre for the subject property. There is no permanent taking. Parcel 7- T is a temporary construction easement (36- months duration) containing 0.043 acres for grading and reconstruction of 2 drives, being a 10' to 20' wide strip of land along the entire frontage of the site. No site improvements are impacted by the temporary taking. The temporary construction easement does not impact the residue property which contains 0.719 acres, same as before the taking. The highest and best use of the residue is the same as before the taking. There are no adverse effects on the residue property. The temporary construction easement was valued at \$11,300, for a total recommended compensation of \$11,300. The reviewer has Accepted and Recommended approval of this appraisal as the basis for the establishment of the amount believed to be just compensation and FMVE. The conclusions drawn are reasonable, logical, and adequately supported to utilize in arriving at the FMVE of the property. Based on the above considerations, the estimated amount due the owner is as follows:

Land	\$	0
Site Improvements		0
Structures		0
Plus Temporary		<u>11,300</u>
Amount Due Owner		\$11,300

Bruce B. Bowman, State Certified General Real Estate Appraiser, #380181
 October 6, 2023

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCEL(S): 9-WD, T
POR-59-2.14

This Agreement is by and between the City of Kent, Portage County, Ohio [“Purchaser”] and East Main LLC [“Seller”; “Seller” includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$48,170.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) na.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and

void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Kent, Portage County, Ohio and East Main LLC have executed this Agreement on the date(s) indicated immediately below their respective signatures.

EAST MAIN LLC

By: Matthew A. Coon

Date: 9/14/2024

THE CITY OF KENT, PORTAGE COUNTY, OHIO

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

Date: _____

EXHIBIT A

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LPA RX 851 WD

Rev. 06/09

Ver. Date 8/3/23

PID 112026

**PARCEL 9-WD
POR-59-2.14 (E. MAIN STREET AREA IMPROVEMENTS)
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF KENT, PORTAGE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Portage, City of Kent, being part of Original Lot 24 in Franklin Township, Township 3 North, Range 9 West, being part of lands described in the deed to EAST MAIN LLC (Grantor) as recorded in Instruments 20160082, 20160083, 20160084 and 20160086 and on file in the Portage County Recorder's Office and laying on the left side of the centerline of right-of-way of East Main Street (State Route 59) as shown on the East Main Street Area Improvements right-of-way plans prepared by Arcadis U.S., Inc for and on file with the City of Kent, Ohio, and more fully described as follows:

Commencing at a 1 inch diameter steel rod, to be set during East Main Street Area Improvements construction, in a monument box at the intersection of the centerline of right-of-way of said East Main Street (State Route 59) and Haymaker Parkway (State Route 59) as shown on said right-of-way plans being Station 112+99.20; said rod being South 89° 31' 04" West a distance of 2166.28 feet from a 1 inch diameter steel rod found in a monument box at the intersection with the centerline of Luther Avenue as shown on said right-of-way plans;

Thence North 89° 31' 04" East, along said centerline, a distance of 548.80 feet being Station 118+48.00;

Thence North 00° 28' 56" West, leaving said centerline, a distance of 40.00 feet to the northerly right-of-way line of said East Main Street being the **Point of Beginning** being 40.00 feet left of Station 118+48.00;

1. Thence North 71° 15' 06" East, leaving said northerly right-of-way line and through the Grantor, a distance of 33.73 feet being 50.57 feet left of Station 118+80.03;

EXHIBIT A

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2. Thence North 89° 31' 04" East, continuing through the Grantor, a distance of 22.97 feet being 50.57 feet left of Station 119+03.00;
3. Thence South 00° 28' 56" East, continuing through the Grantor, a distance of 6.07 feet being 44.50 feet left of Station 119+03.00;
4. Thence North 89° 31' 04" East, continuing through the Grantor, a distance of 78.70 feet to a capped rebar set being 44.50 feet left of Station 119+81.70;
5. Thence South 66° 34' 09" East, continuing through the Grantor, a distance of 11.10 feet to said northerly right-of-way line being 40.00 feet left of Station 119+91.85 where a capped rebar set;
6. Thence South 89° 31' 04" West, along said northerly right-of-way line, a distance of 76.21 feet being 40.00 feet left of Station 119+15.64 where a capped rebar set;
7. Thence North 00° 28' 56" West, continuing along the said northerly right-of-way line, a distance of 3.00 feet being 43.00 feet left of Station 119+15.64 where a capped rebar set;
8. Thence South 89° 31' 04" West, continuing along said northerly right-of-way line, a distance of 9.00 feet being 43.00 feet left of Station 119+06.65 where a capped rebar set;
9. Thence South 00° 28' 56" East, continuing along the said northerly right-of-way line, a distance of 3.00 feet being 40.00 feet left of Station 119+06.66 where a capped rebar set;
10. Thence South 89° 31' 04" West, continuing along the said northerly right-of-way line, a distance of 58.65 feet to the **Point of Beginning**;

The above described parcel contains 0.018 acres (762 square feet, including 0.000 acres within the present road occupied), leaving a net residue of 1.247 acres all within Parcel Number 17-024-33-00-077-001 and subject to all legal highways and easements of record;

This description was prepared by Arcadis, U.S., Inc. under the supervision of Robert G. Hoy, Ohio Professional Surveyor No. 8142, and is based on a field survey performed by Arcadis U.S., Inc. in August 2022.

Bearings in this description are on the Ohio State Plane Coordinate System, NAD83(2011), North Zone, Grid North, U.S. Survey Feet.

EXHIBIT A

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LPA RX 851 WD

The stations are from the existing centerline of right-of-way of East Main Street (State Route 59) as shown on said East Main Street Area Improvements right-of-way plans unless noted otherwise.

Capped rebar set is 5/8 inch diameter rebar 30 inches long with plastic cap stamped: ARCADIS US INC

Arcadis U.S., Inc.
Robert G. Hoy, Ohio Professional Surveyor No. 8142

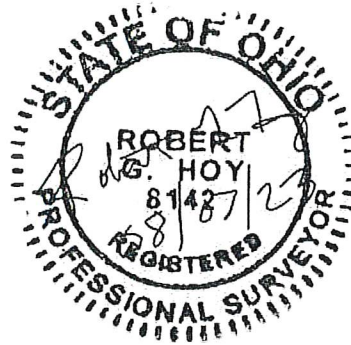


EXHIBIT A

LPA RX 887 T

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Rev. 07/09

Ver. Date 8/3/23

PID 112026

**PARCEL 9-T
POR-59-2.14 (E. MAIN STREET AREA IMPROVEMENTS)
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
REGRADE, RECONSTRUCT DRIVE, (T) 2 FLOWER BEDS
FOR 36 MONTHS FROM DATE OF ENTRY BY THE
CITY OF KENT, PORTAGE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Portage, City of Kent, being part of Original Lot 24 in Franklin Township, Township 3 North, Range 9 West, being part of lands described in the deed to EAST MAIN LLC (Grantor) as recorded in Instruments 20160082, 20160083, 20160084, 20160086 on file in the Portage County Recorder's Office and laying on the left side of the centerline of right-of-way of East Main Street (State Route 59) as shown on the East Main Street Area Improvements right-of-way plans prepared by Arcadis U.S., Inc for and on file with the City of Kent, Ohio, and more fully described as follows:

Beginning on the easterly right-of-way line of North Lincoln Street as shown on said right-of-way plans at 24.70 feet right of North Lincoln Street Station 2+89.00;

1. Thence North 89° 43' 52" East, leaving said right-of-way line and through the Grantor, a distance of 6.80 feet being 31.50 feet right of North Lincoln Street Station 2+89.00;
2. Thence South 09° 55' 44" East, continuing through the Grantor, a distance of 74.07 feet being 44.00 feet right of North Lincoln Street Station 2+16.00;
3. Thence South 01° 10' 12" East, continuing through the Grantor, a distance of 59.80 feet being 56.00 feet left of Station 118+05.32;
4. Thence North 89° 13' 14" East, continuing through the Grantor, a distance of 69.68 feet being 56.36 feet left of Station 118+75.00;
5. Thence North 53° 28' 31" East, continuing through the Grantor, a distance of 6.18 feet being 60.00 feet left of Station 118+80.00;
6. Thence North 89° 31' 04" East, continuing through the Grantor, a distance of 52.00 feet being 60.00 feet left of Station 119+32.00;

EXHIBIT A

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7. Thence South 56° 55' 30" East, continuing through the Grantor, a distance of 6.00 feet being 56.68 feet left of Station 119+37.00;
8. Thence North 89° 13' 14" East, continuing through the Grantor, a distance of 61.00 feet being 57.00 feet left of Station 119+98.00;
9. Thence South 64° 25' 48" East, continuing through the Grantor, a distance of 11.38 feet to the Grantor's easterly line being 52.00 feet left of Station 120+08.23;
10. Thence South 00° 12' 46" East, along the Grantor's easterly line, a distance of 12.00 feet to the Grantor's southeasterly corner and to the northerly right-of-way line of said East Main Street being 40.00 feet left of Station 120+08.17;
11. Thence South 89° 31' 04" West, along the said northerly right-of-way line, a distance of 16.32 feet being 40.00 feet left of Station 119+91.85;
12. Thence North 66° 34' 09" West, leaving said northerly right-of-way line and through the Grantor, a distance of 11.10 feet being 44.50 feet left of Station 119+81.70;
13. Thence South 89° 31' 04" West, continuing through the Grantor, a distance of 78.70 feet being 44.50 feet left of Station 119+03.00;
14. Thence North 00° 28' 56" West, continuing through the Grantor, a distance of 6.07 feet being 50.57 feet left of Station 119+03.00;
15. Thence South 89° 31' 04" West, continuing through the Grantor, a distance of 22.97 feet being 50.57 feet left of Station 118+80.03;
16. Thence South 71° 15' 06" West, continuing through the Grantor, a distance of 33.73 feet to said northerly right-of-way line being 40.00 feet left of Station 118+48.00;
17. Thence South 89° 31' 04" West, along said northerly right-of-way line, a distance of 44.50 feet to said easterly right-of-way line being 40.00 feet left of Station 118+03.49;
18. Thence North 43° 10' 11" West, along said easterly right-of-way line, a distance 27.71 feet being 24.70 feet right of North Lincoln Street Station 1+60.12;
19. Thence North 00° 12' 46" West, continuing along said easterly said right-of-way, a distance of 128.88 feet to the **Point of Beginning**;

EXHIBIT A

Page 3 of 3

LPA RX 887 T

Rev. 07/09

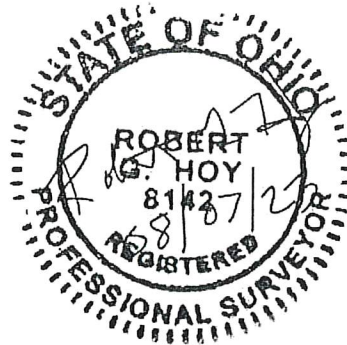
The above-described easement contains 0.115 acres (5014 square feet, including 0.000 acres within the present road occupied) all within Parcel Number 17-024-33-00-077-001 and subject to all legal highways and easements of record;

This description was prepared by Arcadis, U.S., Inc. under the supervision of Robert G. Hoy, Ohio Professional Surveyor No. 8142, and is based on a field survey performed by Arcadis U.S., Inc. in August 2022.

Bearings in this description are on the Ohio State Plane Coordinate System, NAD83(2011), North Zone, Grid North, U.S. Survey Feet.

The stations are from the existing centerline of right-of-way of East Main Street (State Route 59) as shown on said East Main Street Area Improvements right-of-way plans unless noted otherwise.

Arcadis U.S., Inc.
Robert G. Hoy, Ohio Professional Surveyor No. 8142



RE-22
REV. 03-2015

ACQUIRING AGENCY'S
FAIR MARKET VALUE ESTIMATE

OWNER'S NAME

EAST MAIN LLC

COUNTY PORTAGE

ROUTE 59

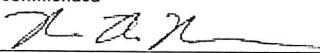
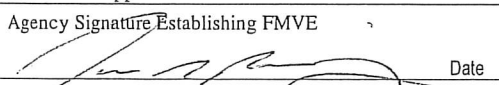
SECTION 2.14

PARCEL NO. 9-WD, T

PROJECT I.D. NO. 112026

PAR NO.	ITEMS INCLUDED IN THIS ESTIMATE	ORIGINAL	REVISION	REVISION	
L A N D	9-WD	0.018 acre Commercial Land @ \$875,000/acre	\$15,750		
	9-T	0.115 ac. Temporary Construction Easement @ \$875,000/ac. X 10% Int. x 3 years	\$30,200		
F E N C E					
T R E E S	NO.	KIND	AV.SIZE		
O T H E R	9- WD	615 SF Lawn Sod @ \$0.40 /SF	\$250		
	9- WD	140 SF concrete paving @ \$9/SF less 5% deprec.	\$1,200		
	9- WD	9 LF concrete curbing @ \$20/LF less 5% deprec.	\$175		
	9- WD	30 SF Rockbed landscaping @ \$3/SF	\$90		
	9- T	90 SF Rockbed landscaping @ \$3/SF	\$270		
	9- T	Landscape Rocks (small)	\$200		
	9- T	90 SF Mulch @ \$0.50/SF less 25% deprec.	\$35		
B L D G					
D A M A G E					
E L	TOTAL FAIR MARKET VALUE FOR REQUIRED R/W		\$48,170		
	OFFER FOR REQUIRED R/W AND EXCESS LAND				
	ADDED COST TO ACQUIRE EXCESS LAND				
		VALUE	AREA		

The allocation of compensation recommended above is based upon an approved appraisal report

Trainee's Recommendation		Recommended	
	Date		Date NOV. 8, 2023
Review Appraiser Typed Name		Review Appraiser Typed Name	BRUCE B. BOWMAN
Recommended	Date	Recommended	Date
2 nd Review Appraiser		Appraisal Unit Manager	
Agency Signature Establishing FMVE	Date	Administrative Settlement / Case Settlement	Date
	11/14/2023		
Typed Name & Title	James S. Bowling, PE, Deputy Service Director	Typed Name & Title	
Agency Name	City of Kent, Ohio	Agency Name	

APPRAISAL AND REVIEW RECORD								
FBE/STAFF	APPRAISER	VALUE OF TAKING	DATE APPR SIGNED	TOTAL TAKE	PARTIAL TAKE	TYPE REPORT	TYPE OF SPECIALISTS REPORT	
FBE	John D. D'Angelo, MAI	\$48,170	10/5/2023		X	VF		
REVIEW APPRAISER	ORIGINAL		REVISION		REVISION		REVISION	
	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
Bruce B. Bowman	\$48,170	11/8/2023						

Reviewer's Reasoning for the Recommendation:

Field Inspected on September 29, 2023. The subject property is located at 515 E. Main Street, Kent, Portage County, Ohio. The site is improved with a Wendy's Fast Food Restaurant plus related site improvements. The subject property is zoned C-R Commercial- High Density Multifamily Residential District, which permits a variety of commercial and multi-family residential uses. The subject property appears to be a legal, conforming use. Since the building is clearly not impacted by the taking, the building and unaffected site improvements are not included in this limited scope appraisal assignment. Only the land component plus site improvements impacted by the taking are included. The subject larger parcel includes a single contiguous parcel of land containing 1.265 acres, gross and net. The highest and best use of the site as if vacant is for commercial development. The subject site was valued utilizing four sales of similar commercial sites in the subject's market area or a similar market area. The sales ranged in size from 0.49 acre to 1.30 acres. The sales indicated an unadjusted value range of \$612,041 per acre to \$896,226 per acre. The appraiser reconciled at a unit value of \$875,000 per acre for the subject property. Parcel 9-WD will take via Warranty Deed 0.018 acres, being a 0' to 10' wide strip of land along a portion of the subject's East Main Street frontage. The WD taking includes lawn sod, concrete paving, concrete curbing, and some landscaping. Parcel 9- T is a temporary construction easement (36- months duration) containing 0.115 acre for grading and reconstruction of the drive, being a strip of land along the subject's E. Main Street frontage and along N. Lincoln Street. The temporary taking includes miscellaneous landscaping. The takings do not impact the residue property. The residue site contains 1.247 acres and includes the building and site improvements, same as before the taking. The highest and best use of the residue is the same as before the taking. There are no adverse effects on the residue property. Land taken was valued at \$15,750, site improvements taken were valued at \$2,220, and the temporary construction easement was valued at \$30,200, for a total recommended compensation of \$48,170. The reviewer has Accepted and Recommended approval of this appraisal as the basis for the establishment of the amount believed to be just compensation and FMVE. The conclusions drawn are reasonable, logical, and adequately supported to utilize in arriving at the FMVE of the property. Based on the above considerations, the estimated amount due the owner is as follows:

Land	\$15,750
Site Improvements	2,220
Structures	0
Plus Temporary	<u>30,200</u>
Amount Due Owner	\$48,170

Bruce B. Bowman, State Certified General Real Estate Appraiser, #380181
 November 8, 2023



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE
Rhonda C. Hall, CPA, Director

To: Council Members
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: September 5, 2024
Re: Then and Now Purchase Order Approval Request

In accordance with Section 5705.41 (D) of the Ohio Revised Code the City must receive approval from Council for all Then and Now purchase orders of more than \$3,000 on a monthly basis. Attached is a list of Then and Now P.O.'s in excess of \$3,000 that are dated July 31, 2024 through to September 4, 2024.

Thank you.

Rhonda C. Hall