



City of Kent
Wednesday, February 7, 2024
City Council Committee Meetings
320 S. Depeyster Street, Kent, OH 44240

AGENDA

6:55 P.M. BOARD OF CONTROL

7:00 P.M. Council Committee Meetings

Call to Order

1. **Committee of the Whole** Chair Fiala/ Vice-Chair Amrhein
 - 1.1. Codified Ordinance Book Replacement Pages
Hope Jones, Law Director
 - 1.2. City Hall Construction Update
Melanie Baker, Service Director
 - 1.3. Proposed Ward Map Revisions
Bridget Susel, Community Development Director
2. **Community Development Committee** Chair Rosenberg /Vice-Chair Clapper
 - 2.1. Future Role and Responsibilities of the Architectural Review Board
Bridget Susel, Community Development Director
3. **Streets, Sidewalks & Utilities Committee** Chair Sidoti/ Vice-Chair Clapper
 - 3.1. Craft Beer Festival Road Closure
Bridget Susel, Community Development Director
 - 3.2. Lake Rockwell Trail Agreement
Jim Bowling, City Engineer
 - 3.3. East Main Street Project Right of Way Acquisitions
Jim Bowling, City Engineer
4. **Finance Committee** Chair DeLeone/Vice-Chair Celko
 - 4.1. Portage County Land Bank Subrecipient Grant Agreement
Bridget Susel, Community Development Director
 - 4.2. Proposed 2024 Budget Appropriations Amendment
Rhonda Hall, Finance Director

Adjourn

TENTATIVE FEBRUARY 2024 CALENDAR

Visit and subscribe to the online calendar at www.kentohio.org/calendar.aspx

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 5:00 pm Shade Tree Comm. 5:30 pm Sustainability Commission	6	7 7 pm Council Committee Mtgs	8 4:00 pm Standing Rock Cemetery Board	9	10
11	12	13 5:30 pm Health Board Mtg	14	15 5:30 pm Parks & Rec Mtg.	16	17
18	19 5 pm Civil Service Commission Mtg. 7 pm Board of Zoning Appeals	20	21 7:25 pm CDBG Public Hearing 7:30 pm Reg. Council Mtg	22	23	24
25	26	27	28	29		

KENT CITY COUNCIL'S PENDING LIST

Administration	Month/Yr.	Motion Made by
Senior Advisory Committee	10/17	Ferrara; Sidoti
Discussion with Franklin Twp. /sidewalk snow upkeep	1/22	Shaffer Bish
Review of Roadwork Needed on Portage St.	5/23	Wallach

Council Committees	Month/Yr.	Motion Made by
Land O' Lakes Noise Issue- Comm. of the Whole	8/23	Turner
Noise Ordinance Review – Health & Public Safety	11/23	Amrhein
Fur Regulations and Sales in Kent- Community Dev.	12/23	Wallach
Downtown Street Closure Procedures- Community Dev.	1/24	Rosenberg



LAW MEMORANDUM

To: David Ruller, City Manager
Amy Wilkens, Clerk of Council

From: Hope Jones, Law Director

Date: February 7, 2024

Item: 1.1. - Codified Ordinance Book Replacement Pages
Hope Jones, Law Director

Summary:

Mr. Ruller,

I am requesting Committee time on February 7, 2024 to discuss the yearly update to the Codified Ordinances. The replacement pages have been delivered by our publisher but need a Council vote to become law.

Thank you, Dave,
Hope Jones

Prepared by: Amy Wilkens, Clerk of Council

Attachments: None



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 30, 2024
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *pad.*
RE: UPDATED: Ward Apportionment based on 2020 Census Data

Below in blue text is a copy of the memo submitted by the Community Development Department for Council Committee discussion on September 9, 2023. The discussion of the revised ward apportionment maps did not occur because a motion was made by a member of Council before staff had the opportunity to speak so the memo below and the attached proposed ward maps were not discussed.

I am respectfully requesting time at the February 7, 2024 Council Committee meeting to discuss the revised ward maps included in the August 23, 2023 memo in greater detail and to request Council authorization of the new maps, with emergency, so the updated ward apportionment maps can be submitted to the Portage County Board of Elections.

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

Thank you.

DATE: August 23, 2023
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director
RE: REVISED: Ward Apportionment based on 2020 Census Data

The Community Development Department reviewed the ward apportionment maps, again, and made modifications to five of the six ward maps in order to have Mae Street remain in Ward 4. Mae Street is comprised of three Block Group Blocks and since each ward must be contiguous, a 4th Block Group Block also needed to be included in Ward 4. These changes necessitated additional adjustments to other ward maps in order to comply with Section 12.02 of the City's Charter, which requires there be no more than a 10% differential between population counts for the six wards. Using the 2020 Census data and applying the 10% requirement, all wards must have a population of no less than 4,465 and no more than 4,936.

930 Overholt Rd., Kent, Ohio 44240 • (330) 678-8108 fax (330) 678-8030 •

www.KentOhio.org

The revised ward maps are attached.

I am respectfully requesting time at the September 6, 2023 Council Committee meeting to discuss the revised ward maps in greater detail and to request Council authorization of the new maps, with emergency, which then will be submitted to the Portage County Board of Elections.

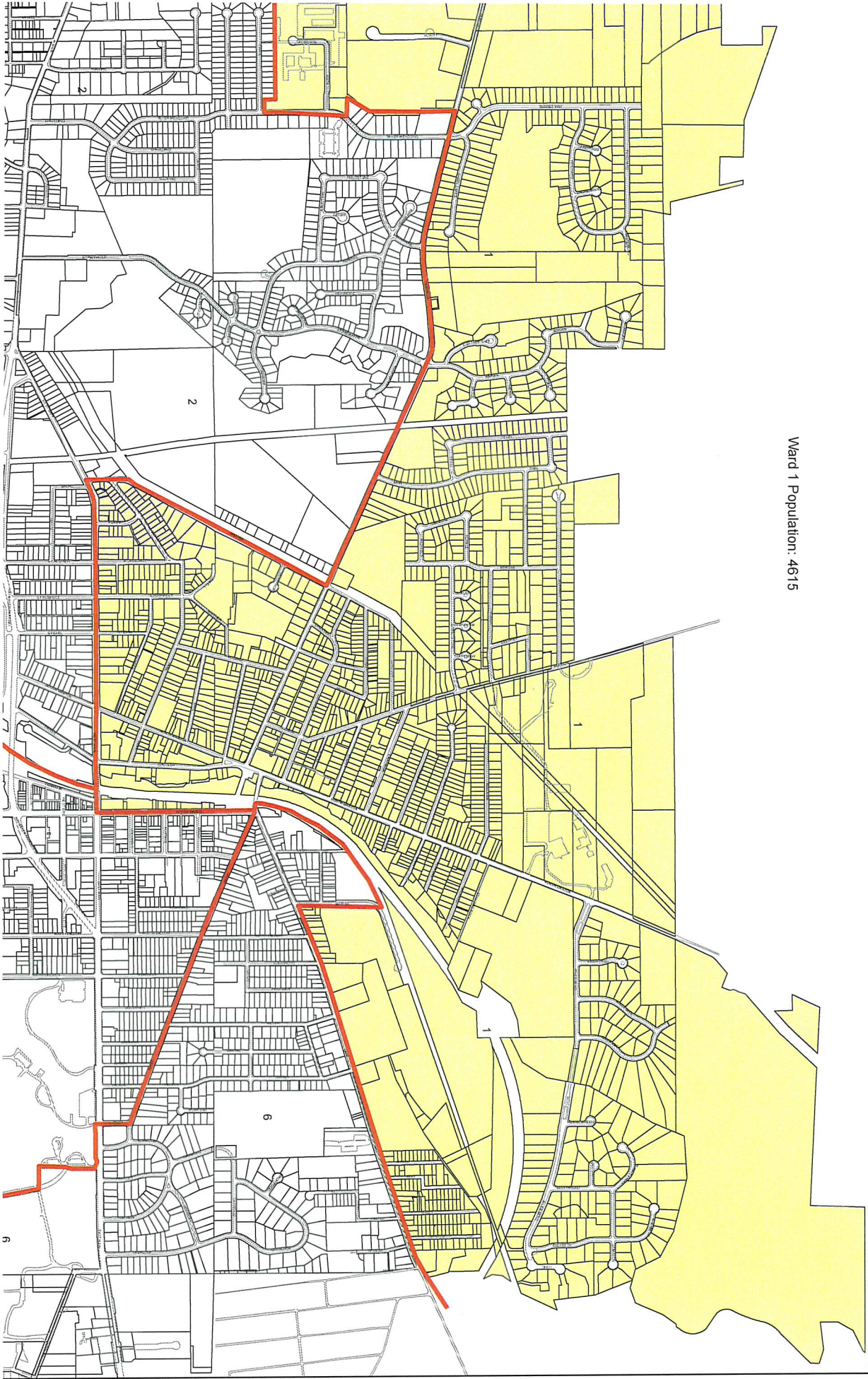
If you require any additional information in order to add this to September 6, 2023 Council agenda, please let me know.

Thank you.

Attachments

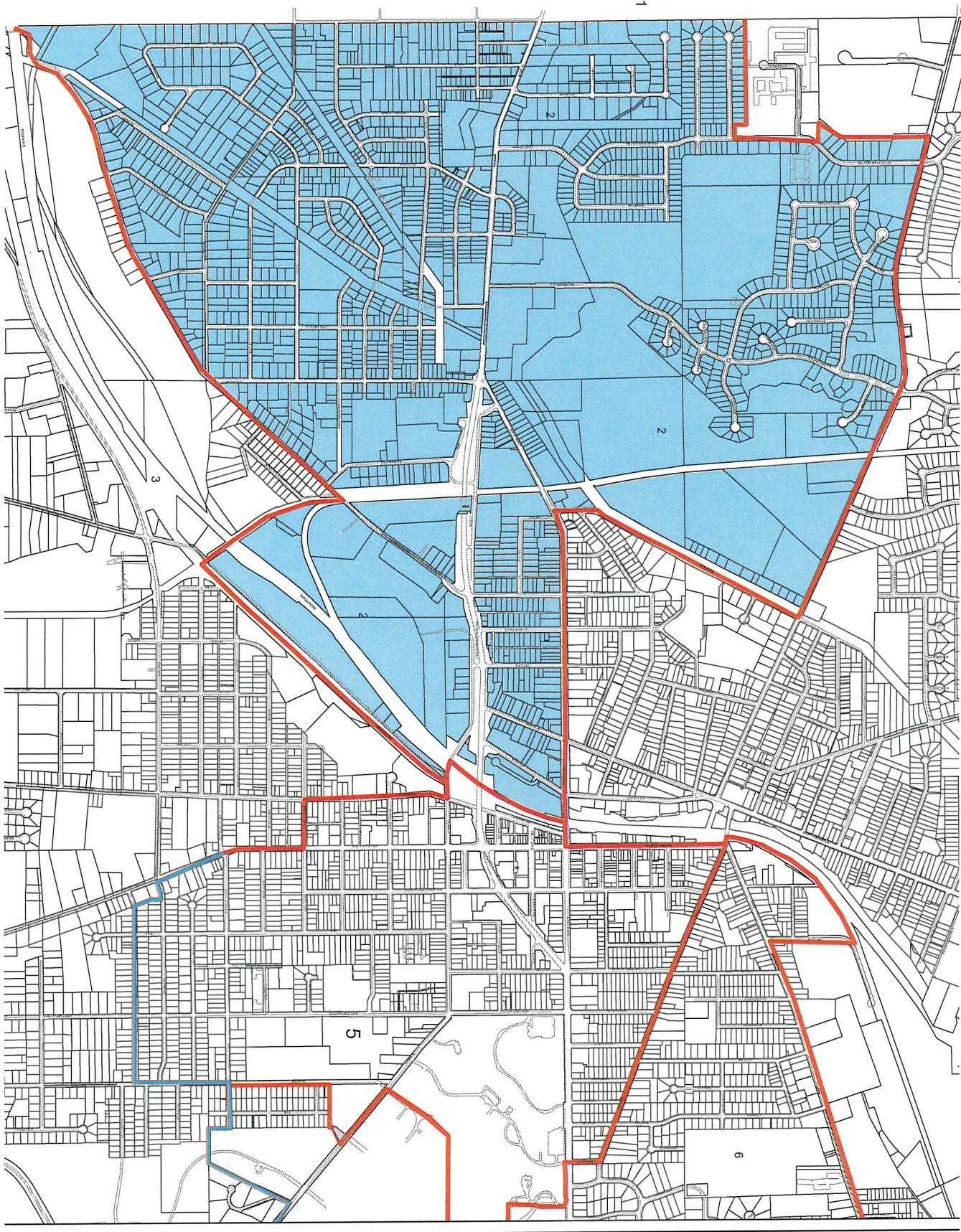
Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council

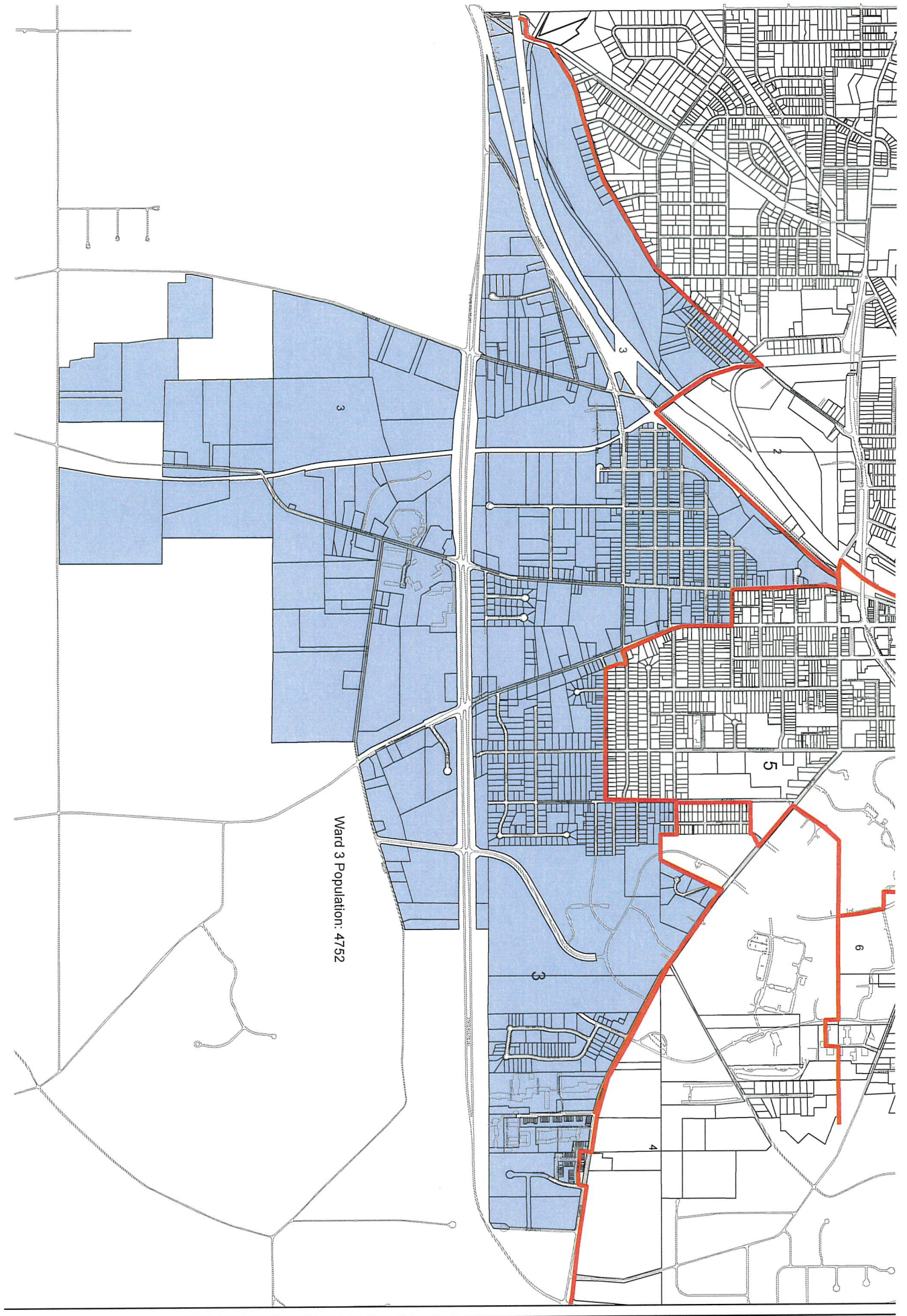
Ward Population Data (2020 Census Compared to 2010 Census)						
		2020 Census		2010 Census		Change +/-
Ward 1		4,615		4,758		(143)
Ward 2		4,601		4,906		(305)
Ward 3		4,752		4,709		43
Ward 4		4,792		5,032		(240)
Ward 5		4,639		4,808		(169)
Ward 6		4,804		4,691		113
		28,203	*	28,904		(701)
Average per Ward		4,701		4,817		(117)
Max. 2020 Population per Ward		4,936				
Min. 2020 Population per Ward		4,465				
10% of 2020 Ward Average		470				
Allowed Range Factor (470/2)		235				
* CQR reduced 2020 total population from 28,215 to 28,203 (-12)						

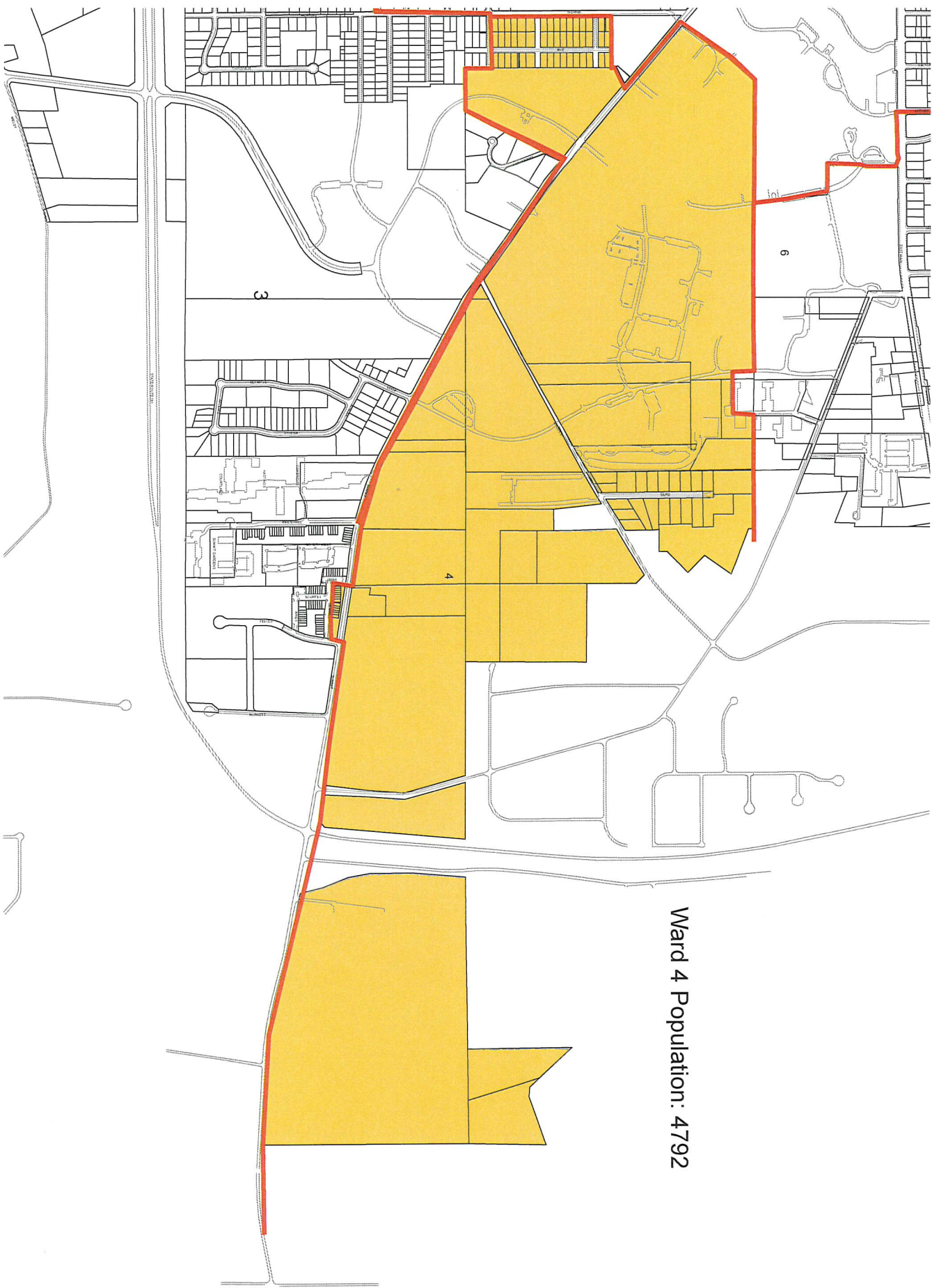


Ward 1 Population: 4615

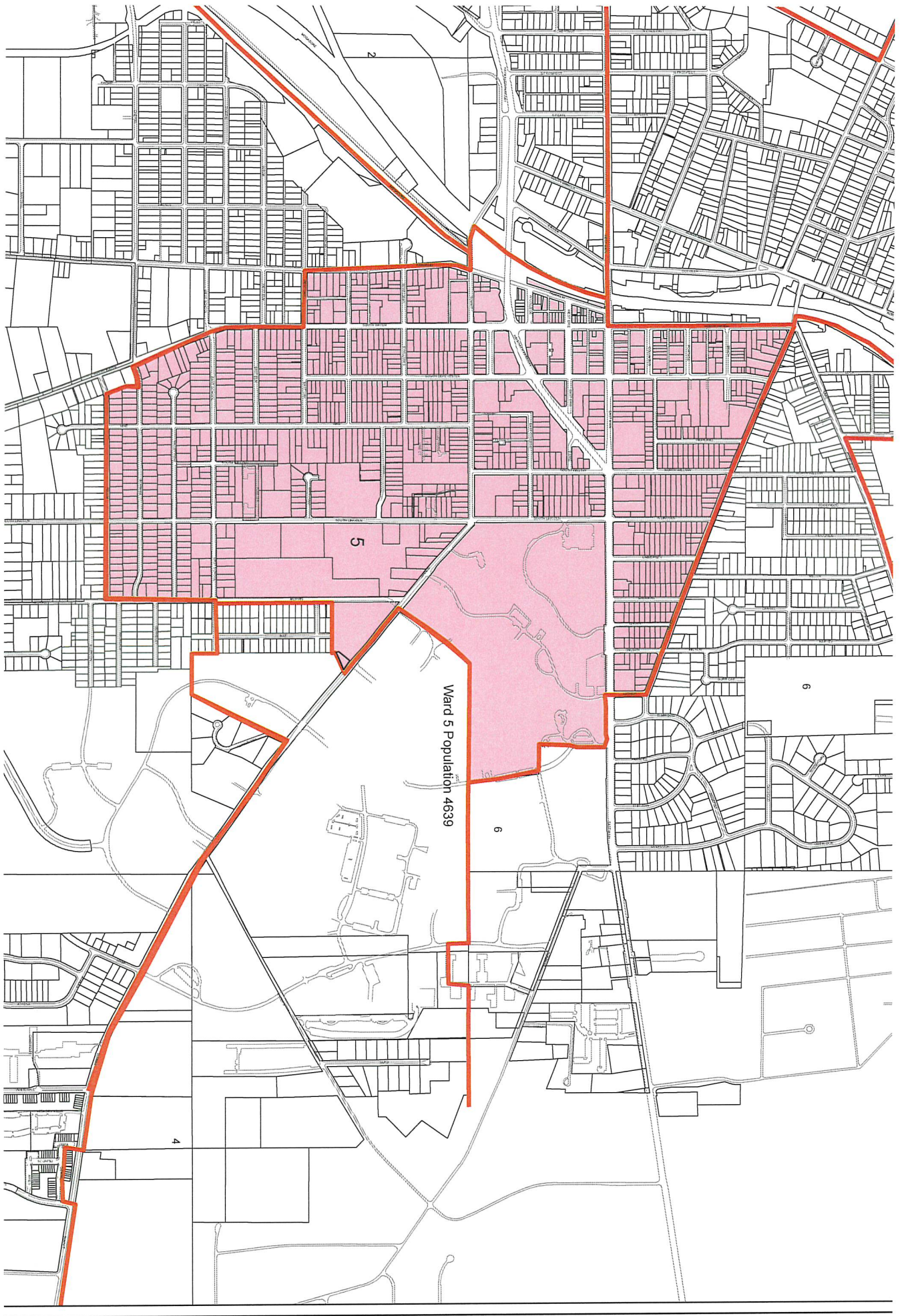
Ward 2 Population: 4601

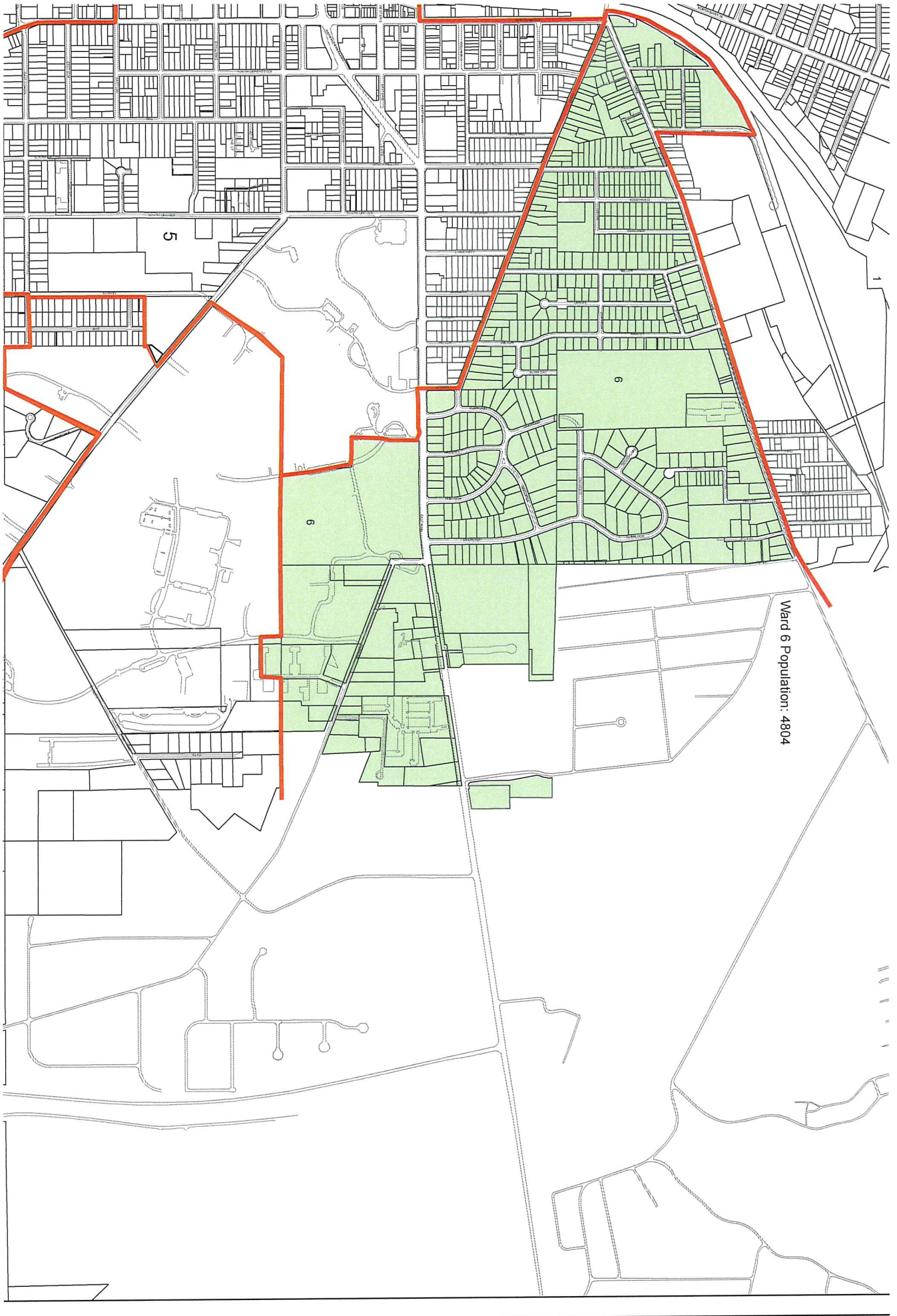






Ward 4 Population: 4792







CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 30, 2024

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *BOD.*

RE: Architectural Review Board (ARB) Role and Responsibilities

On December 20, 2023, Council adopted Ordinance 2023-091, which repealed the prior Design Guidelines, which had been codified into the City's Zoning Code as appendices A and B, and authorized the adoption of a new Update to the Design Guidelines that provides "supplemental recommendations only."

The adoption of this ordinance in December created several regulatory conflicts in the City's Zoning Code, specifically with regards to the duties and responsibilities of the Architectural Review Board (ARB). Several sections of the Zoning Code require the ARB to approve certain types of projects in the Overlay District if the Board determines the proposed project complies with the now repealed guidelines. Projects that do not have ARB approval through the issuance of a Certificate of Appropriateness (COA), cannot receive a zoning permit(s) or be processed for other required reviews (i.e. Planning Commission, Building Department, Board of Zoning Appeals).

Before the Community Development Department can begin work on addressing the regulatory conflicts in the Zoning Code, staff needs input from Council as to what duties and responsibilities will be assigned to the ARB now that the former Design Guidelines have been repealed and the new Update to the Design Guidelines are supplemental recommendations only. Options for Council's consideration include:

1. ARB transitions to an advisory role only and issues comments/suggestions based on the recently adopted Update to the Design Guidelines. If this option is considered, the ARB recommendations will be documented by the Community Development Department, but the requirement for the issuance of a Certificate of Appropriateness will need to be repealed. Prior to 2011, an ad hoc Architectural Advisory Board (AAB), did meet with developers and architects to make suggestions and recommendations, but such input was not based on any City sanctioned design guidelines or review process. Records for this group are on file with the City for the years 2007-2010.

2. ARB is disbanded and the Community Development Department will review all submissions for zoning and building permits that are located in the Overlay District and verify compliance with all applicable Zoning Code regulations, as well as alignment with the recently adopted Update to the Design Guidelines. Staff will report on alignment with the Update to the Design Guidelines in staff reports that are part of the Planning Commission process for any application subject to that level of review.

Depending upon Council's decision on the role and responsibilities of the ARB now that the update to the Design Guidelines are supplemental recommendations, the Community Development staff will need to identify and amend text in multiple chapters of the Zoning Code in order to eliminate regulatory conflicts. Text amendments to the Zoning Code must follow specific public hearing requirements for both Planning Commission and Council review of proposed changes before an amendment can be adopted. This process can take 10-14 weeks to complete.

The Community Development Department currently has two applications for signs that were submitted in December that will require ARB review and approval for a Certificate of Appropriateness based on the current Zoning Code requirements. The inherent conflict that currently exist between Ordinance 2023-091 that was approved in December, and the current Zoning Code means these applicants will be required to wait an extended period of time before the necessary text amendments are adopted and a zoning permit can be issued and/or review by the Planning Commission can occur.

Council also suspended new appointments to the Architectural Review Board and requested that members continue beyond their respective terms while the update process was underway. The ARB currently has three members, two of whom have graciously continued serving even though their respective terms expired in 2022. If Council decides to transition the ARB to an advisory role, Council also will need to consider how it will proceed with filling the current vacancies and addressing the expired terms.

With all of the above issues that require Council's attention and guidance, staff is requesting Council consider granting administrative authority to the Community Development Department to proceed with processing the two pending applications for signs. Staff will issue the applicable permits and schedule any additional board reviews once it is determined the proposed signs meet all Zoning Code requirements and align with the newly adopted Update to the Design Guidelines.

The Community Development Department recognizes that three of the current members of Council were not on Council in December when the Update to the Design Guidelines was discussed. In order to facilitate a better understanding of the process that led up to the recent change to the design guidelines, I have attached the memo to Council that highlights the comments from the public and how those issues are addressed in the newly adopted update (further details can be found at: <http://kent-ohio.org/DocumentCenter/View/13127/2023-091-DESIGN-GUIDELINES--ZONING-CODE-CHANGES>).

I am respectfully requesting time at the February 7, 2024 Council Committee meeting to discuss the future role and responsibilities of the Architectural Review Board now that the Update to the Design Guidelines has been adopted so staff can:

1. Draft appropriate Zoning Code text amendments to remove regulatory conflicts; and
2. Administratively process the two pending ARB applications for signs before all necessary text amendments are adopted in the Zoning Code.

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

Thank you.

Attachment

Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council
CD Department Planning & Zoning staff

ORDINANCE NO. 2023-091

AN ORDINANCE ADOPTING CHANGES TO THE DESIGN GUIDELINES AND PART ELEVEN - PLANNING AND ZONING CODE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent has previously adopted design guidelines for all new construction, structural or cosmetic modifications to a building's exterior, and all permanent signs not in the public right-of-way that are located within the "Downtown / West River Overlay District"; and

WHEREAS, the changes to the design guidelines address the numerous comments received from the public and members of various boards and committees throughout the three (3) phases of the update to the design guidelines process; and

WHEREAS, the new design guidelines will be used to encourage and promote the design of buildings through recommendations to building owners and tenants of commercial spaces located in the "Downtown / West River Overlay District".

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

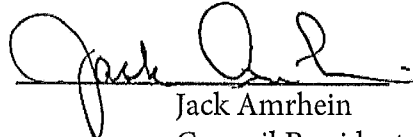
SECTION 1. That the proposed City of Kent Design Guidelines, revised on October 15, 2023, a copy of which is attached hereto as Exhibit "A", and made a part hereof, is hereby adopted as supplemental recommendations only to the "PART ELEVEN – PLANNING AND ZONING CODE.

SECTION 2. That all existing ordinances which are in conflict with the provisions of this ordinance are hereby REPEALED. Specifically, Appendix A and Appendix B of PART ELEVEN – PLANNING AND ZONING CODE and any reference thereto in the Kent Codified Ordinances are REPEALED.

SECTION 3. 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 4. 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: December 20, 2023
Date


Jack Amrhein
Council President Pro Tem

EFFECTIVE: December 20, 2023
Date

ATTEST: Amy Wilkens
Amy Wilkens, CMC
Clerk of Council

I, AMY WILKENS, 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 ORDINANCE No. 1023-091, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON December 20, 2023.

(SEAL)

Amy Wilkens
AMY WILKENS, CMC
CLERK OF COUNCIL



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: November 27, 2023

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director 

RE: Final Draft of Update to the Design Guidelines

The Community Development Department has completed final revisions to the draft update to the Design Guidelines received from CT Consultants in May. The revisions address the numerous comments received from the public and members of various boards and committees.

As a reminder, the update process has been conducted in three phases, including:

- PHASE 1: Information gathering through a public meeting, in-person interviews with 30+ stakeholders, two work sessions with Council, and in-field and document review/research (conducted July 2022 – November 2022).
- PHASE 2: Development of an *Assessment & Recommendations* report based on the work completed in PHASE 1 (conducted December 2022-January 2023).
- PHASE 3: Draft Design Guidelines issued by consultant. Accepted public comment on the draft; CD Dept edited/revised draft based on comments received (May 2023-October 2023).

Below is a summary of the generalized comments that were received and in blue text is how each has been addressed in the updated draft Design Guidelines:

1. Historic preservation not addressed;
 - a. Historic preservation is regulated in KCO Chapter 1393 “Historic Preservation.” The definition of “local historic property” from Chapter 1393 (see Section 1393.02(p)) has been added to the glossary and referenced in the attached draft design guidelines.
2. Need to include guidelines for historic properties and new construction and define each;
 - a. The definition of “local historic property” from Chapter 1393 (see Section 1393.02) has been added to the glossary and referenced in the attached design guidelines. Procedures for designating a property or district as historic are delineated in Section 1393.06 of Chapter 1393 “Historic Preservation.” New construction requirements for each Zoning District are delineated in the City of Kent Zoning Code (Part 11).
3. Adaptive re-use not addressed;
 - a. Adaptive reuse has been added to the “Building Design” section of the attached draft design guidelines.

4. Demolition not addressed;
 - a. Demolition has not been added to the attached draft design guidelines. Demolition is regulated in various sections of the KCO, including in Section 1393.10 of Chapter 1393 “Historic Preservation,” in Chapter 1407 “Property Maintenance Code,” and Chapter 1373 of the “Building Code.”
5. The focus seems to be on addressing commercial developers and business owners, not historic preservation or adaptive re-use;
 - a. Please refer to responses listed in blue for items 1-3 on the previous page.
6. Move glossary to front of the document; Completed.
7. Simplify terminology so can be understood by designers, business owners, public; Completed.
8. Headings need simplified. Remove one of the headings per page and realign; Completed.
9. Does not list what is discouraged (i.e., internally lit signs);
 - a. Discouraging exterior internally lit signs and exterior neon signs added to the “Signs” section of the attached draft design guidelines.
10. Proposed changes to reduce the boundaries of the existing “Downtown/West River Overlay District” by excluding the West River/Gougler Avenue corridor are not supported;
 - a. Boundaries of the “Downtown/West River Overlay District” are now the same as the current Overlay District boundaries.
11. Expand “Downtown/West River Overlay District” to include buildings north of Fairchild Bridge, on Lake Street.
 - a. Not added to the attached draft design guidelines. There is only one parcel that is north of the intersection that is in the Commercial-Downtown (C-D) Zoning District. The remaining properties north of the bridge are industrial or residential.
12. The photos are not aligned with the proposed guidelines in every instance. Photos that are not directly connected should be removed and/or replaced.
 - a. Many photos were changed or deleted.
13. Guidelines for sign lighting should encourage use of energy efficiency sources (LED) and control illumination levels;
 - a. Attention to illumination level of lighting has been added to the “Signs” section of the attached draft design guidelines.
14. Regulations (standards) and guidelines for a project should be reviewed by the same board or commission;
 - a. Not addressed in attached draft guidelines. Kent City Council designates responsibilities of all City boards and commissions.
15. Are colors to be identified as allowed or prohibited? Should colors be quantified (i.e., only ? number of different colors can be used on the exterior of a property);
 - a. No colors are listed as prohibited and no limit has been established on the number of colors that can be used.
16. Numerous specific references to wording or phrases on specific pages that are difficult to understand, lack clarity, or that need edited or removed;
 - a. Wording has been modified to improve understanding and applicability for the user.
17. Questions on how the Architectural Review Board’s roles and responsibilities will be affected by the update to the Design Guidelines;
 - a. Not addressed in attached draft guidelines. Kent City Council designates responsibilities of all City boards and commissions.

18. Suggestion to group and number every building and assign certain buildings in numbered groups to certain design guidelines;
 - a. Not added to the attached design guidelines. The proposed procedure is complicated, cumbersome and will be exceedingly difficult to implement.
19. Allow for online accessibility and hyperlinks to related Zoning Code regulations. Will be done once final design guidelines are authorized by Kent City Council.

I am respectfully requesting time at the December 6, 2023 Council Committee meeting to discuss the final draft of the update to the Design Guidelines in greater detail and to request Council authorization, with emergency, for the update to the Design Guidelines be authorized as recommendations only and to amend the City of Kent Zoning Code to strike/remove "APPENDIX A: Design Guidelines for the Kent Design Overlay District," "APPENDIX B: Sign Design Guidelines" and amend other sections of the Zoning Code to strike/remove references to these two appendices.

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

Thank you.

Attachments

Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council
CD Department Planning & Zoning staff



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 30, 2024

TO: Dave Ruller, City Manager

FROM: Eric Helmstedter, Economic Development Director 

RE: Special Event Permit: Kent Craft Beer Festival

On Saturday, May 18, 2024, the Kent Jaycees will hold its 6th annual Kent Craft Beer Fest. Year after year, attendance has steadily increased, and the event has seen an expansion in the number of vendors participating in the event. As a result of this success, the Kent Jaycees are requesting additional street closures for this year's Kent Craft Beer Festival. The requested street closures will enable a reconfiguration of the footprint of the Kent Craft Beer Festival that will accommodate additional attendees and vendors, and allow for the use of the Hometown Bank Plaza stage by the musicians performing at this year's event.

I am respectfully requesting time at the February 7, 2024 Council Committee session to discuss the proposed event changes in more detail and to request Council's authorization, with emergency, for the new street closures.

Please let me know if you have any questions concerning the attached materials or if you need any additional information in order to add this to the February 7, 2024 agenda.

Thank you.

Attachments

cc: Bridget Susel, Community Development Director
Hope Jones, Law Director
Amy Wilkens, Clerk of Council
Patti Long, Executive Assistant
Sandy Lance, Legal Assistant

APPLICATION FOR SPECIAL EVENT
PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC.
City of Kent, 319 S. Water Street, Kent, OH 44240

NAME OF EVENT Kent Craft Beer Festival
ORGANIZATION SPONSORING EVENT Kent Junior Chamber of Commerce (Kent Jaycees)
APPLICANT NAME Joe Robinson PHONE 740-816-2746
ADDRESS 3798 Cascades Blvd. Apt. 312, Kent, OH 44240

NAMES AND PHONE NUMBERS OF ALL PERSONS WHO ARE IN CHARGE AND/OR WILL BE IN A RESPONSIBLE POSITION DURING THE EVENT:

Joe Robinson - 740-816-2746

DATE OF EVENT 5/18/2024 NO. OF PARTICIPANTS 1,000
REQUESTED PERMIT TIME: Start Set up 9:00 AM Start Event 2:00 PM
End Event 7:00 PM End Cleanup 10:00 PM
IF PARADE: STARTING POINT NA ENDING POINT NA

USE OF CITY WATER NEEDED? Yes, for filling coolers to cool the beer for service.
(IF YES, PLEASE EXPLAIN)

USE OF CITY ELECTRIC NEEDED? Yes, from the light posts.
(IF YES, PLEASE EXPLAIN)

In addition to the application please submit the following information:

- **Attach map to application showing proposed streets to be blocked off for event, and route of parade or race. (May be hand drawn.)**
- **Proof of Insurance is required before permit can be issued.**
- **Please attach list of possible vendors/booths to be part of event (food, retail, etc.).**

Please submit application for permit at least 30 days in advance, but no sooner than one year in advance. For additional requirements please review Chapter 316 of The Codified Ordinance of the City of Kent. *Please be advised that the use of marking paint on City pavement, curbs, sidewalks or other property is prohibited except if purchased at cost from Service Department (330-678-8105).*

By signing this application, I am certifying that I have received a copy of the rules and regulations of Chapter 316 of the Codified Ordinances of the City of Kent, and I fully understand that should the permit be approved, it can be revoked if any of the provisions of this Chapter are violated.

Joseph Robinson

Name of Applicant

Joseph Robinson

Signature of Applicant

Office Use. Do not write below this line. _____ Sent to:

Safety, Service, Fire, Police, and Health Departments for review and approval

via _____ on _____.

MEMORANDUM AGREEMENT _____ YES _____ NO
APPLICATION APPROVED _____ APPLICATION DISAPPROVED _____

PROOF OF INSURANCE REQUIRED BY ORDINANCE 316.04 HAS BEEN REVIEWED AND APPROVED.

Law Director

Date

IF APPLICATION IS APPROVED, PERMIT WILL BE ISSUED BY THE CITY MANAGER.

Date: 5/18/24

New Special Event Road Closure Petition

Name: Ryan Symon Branch Manager
Kent, OH 44240

Address: 101 E Main St
Kent OH 44240

Signature: Ryan Symon

Name: 247 NW KWSH LTD

Address: 247 N. Water St
Kent OH 44240

Signature: [Signature]

Name: RENEARD J. DOSTAL

Address: 217 N WATER ST.
KENT OHIO 44240

Signature: [Signature]

Name: Tracie Espenschied

Address: 123 N. Water St.
Kent OH 44240

Signature: [Signature]

Name: Zephyr plb

Address: 106 W main

Signature: [Signature]

Name: _____

Address: _____

Signature: _____

Name: 257 North Water LTD

Address: 1204 Tallmadge Rd
Kent OH 44240

Signature: [Signature]

Name: Matthew McMin

Address: 223 N. Water St
Kent, OH 44240

Signature: [Signature]

Name: 162 N water Tulips LLC

Address: _____

Signature: [Signature]

Name: Mike Beder/ The Loft

Address: 112 W. Main St.

Signature: [Signature]

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

Signature: _____

Date: 5/18/24

New Special Event Road Closure Petition

Name: Hometown Bank
Address: 142 N. Water St.
203 N. Water St.
Signature: CORBY, EUP

Name: _____
Address: _____
Signature: _____

Name: Standing Rock Title
Address: 136 N. Water St. Kent
Melisse Van Slyke
Signature: _____

Name: _____
Address: _____
Signature: _____

Name: Envillage Group Inc
Address: 136 N. Water St. Kent
Signature: [Signature]

Name: _____
Address: _____
Signature: _____

Name: Angela Taliaferro
Address: 150 N. Water
Signature: [Signature]

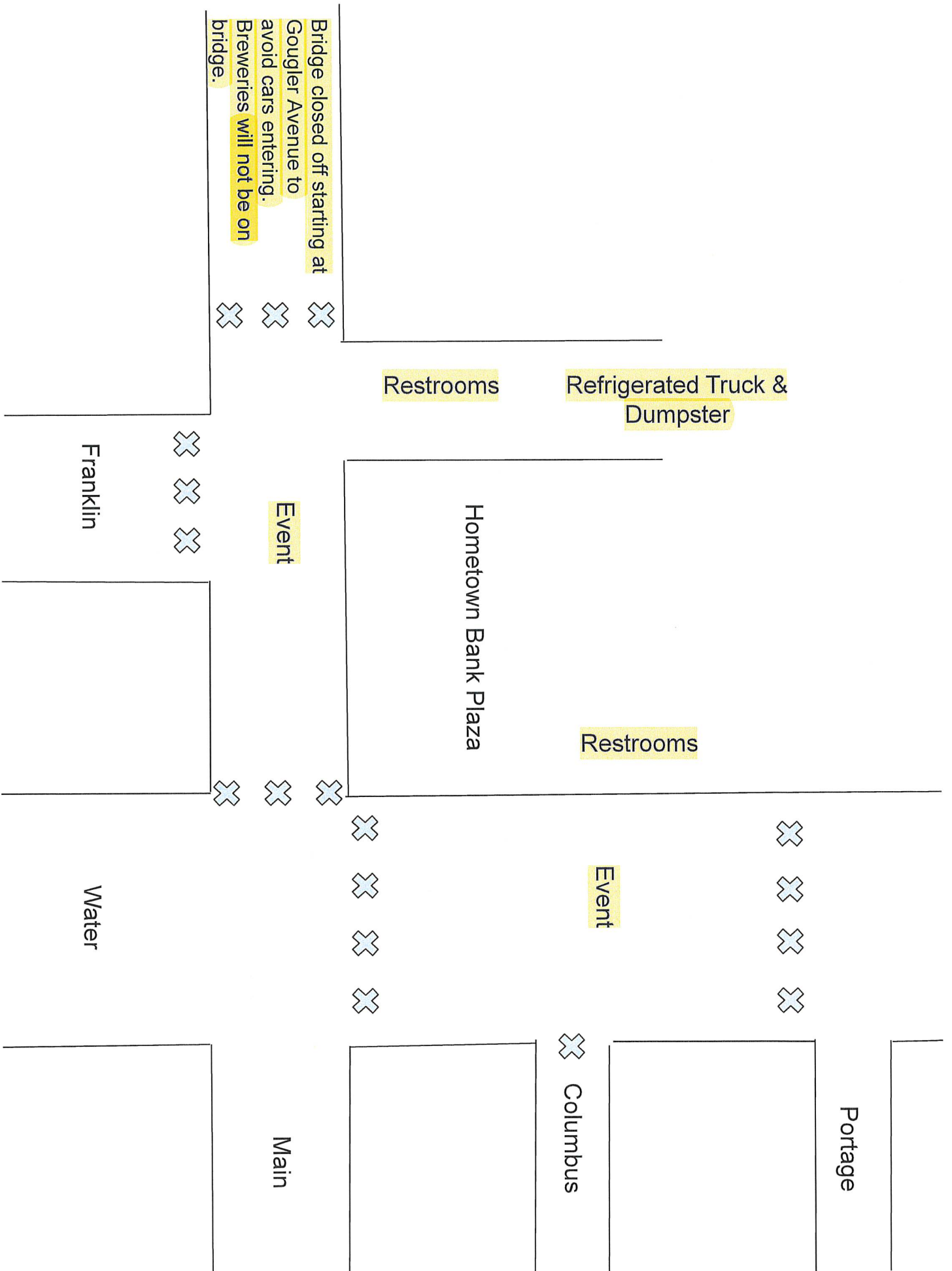
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Name: _____
Address: _____
Signature: _____



MEMORANDUM
DIVISION OF ENGINEERING
City of Kent Department of Public Service

DATE: January 12, 2024

TO: Dave Ruller
Amy Wilkens
Parks and Recreation Board

FROM: Jim Bowling & Angela Manley

SUBJECT: Kent-Akron – Lake Rockwell Trail Agreement

The Service and Parks and Recreation Departments are requesting City Council's and the Parks and Recreation Board's consideration of and approval of the attached agreement with the City of Akron. The main purpose of the agreement is to permit the City of Kent to construct a shared use path (bike & hike trail) on the City of Akron's property in Kent. In exchange for permission to provide this resource to the citizens of Kent, Kent will be responsible for mowing the property owned by the City of Akron where the trail was constructed.

The City of Akron owns property in Kent to transmit potable water from its water plant at Lake Rockwell to its customers. The route of the watermain is fortuitous to Kent in that it will help Kent meet its goal of connecting neighborhoods to meaningful destinations (schools, parks, etc.) by means other than a motor vehicle. The completion of this path is also part of Kent's Climate Action Plan as the community works to reduce greenhouse gas emissions.

The Lake Rockwell Trail, see the attached map, will connect residential neighborhoods on the west side of Kent to the following destinations.

- Freedom Trail
- Portage Bike & Hike Trail
- Longcoy Elementary School
- West Main Street Commercial Area
- Jessie Smith Nature Preserve
- Davey Elementary School
- Fairchild Athletic Fields
- Stanton Middle School
- Roosevelt High School
- Davey Arboretum
- Future Portage Parks Trail Connection to Hudson/Judson Trailhead

We appreciate the consideration of this request.

C: Melanie Baker

Construction, Maintenance and Use Agreement

This Construction and Maintenance Agreement (“Agreement”), made this ____ day of _____, 2024 by and between the City of Kent, Ohio, a municipal corporation organized under the laws of Ohio, having its principal address located at 930 Overholt Road, Kent, Ohio 44320 (hereinafter referred to as “Kent”) and the City of Akron, a municipal corporation organized under the laws of Ohio, having its principal address located at 166 South High Street, Akron, Ohio 44308 (hereinafter referred to as “Akron”).

Recitals:

WHEREAS, Akron maintains and operates transmission water mains through Kent in land owned fee simple interest or right-of-way deeded to Akron (hereinafter referred to as “Property”); and

WHEREAS, Akron desires to improve access to its transmission water mains for routine inspections and maintenance; and

WHEREAS, Kent owns, maintains and desires to improve an active transportation network of facilities that connect to regional facilities in Akron, Tallmadge, Stow and Portage County; and

WHEREAS, both parties desire to improve active transportation connectivity in the region; and

WHEREAS, Kent desires to construct an active transportation shared use facility (hereinafter referred to as the “Facility”), located generally on and along the Property owned by Akron in Kent; and

WHEREAS, in order to construct Facility, Kent needs access to work and perform construction on the Property; and

WHEREAS, Akron desires to provide Kent permission to work on the Property to construct the Facility, and desires to provide Kent future access to the property necessary to maintain the Facility; and

WHEREAS, Akron desires to be able to use the Facility to access the Property to inspect and maintain its transmission water mains; and

WHEREAS, Akron and Kent desire to enter into this Agreement to provide for the rights and responsibilities of each party.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

Article I Location

The Facility construction and subsequent maintenance shall occur in the Property as depicted on **Exhibit A**, attached hereto and incorporated herein.

For purposes of constructing the Facility, Akron hereby grants Kent permission and authority to work on the Property shown on Exhibit A, where Akron has the right to grant such rights to Kent. Akron also hereby grants Kent permission and authority to access the Property in order to maintain the Facility throughout this Agreement.

Akron hereby grants the public access to use the Facility upon completion of any portions of the Facility. No part of this agreement shall limit Akron's use of its Property to provide clean, safe and reliable drinking water to its customers.

Article II Construction

Akron hereby grants Kent access and use of the Property for construction of the Facility under the terms and conditions of this Agreement. Kent may access and use the Property for construction purposes upon execution of this Agreement. Kent shall be responsible for the cost of construction of the Facility and impacts to Akron's infrastructure caused by the construction of the Facility.

The Facility shall be designed and constructed to serve active transportation uses and to serve as an inspection route for Akron. This includes designing and constructing the Facility to support access vehicles no larger than a pick-up truck. Any subsurface investigations performed to support the design of the Facility, such as soil borings or subsurface utility investigations, shall be coordinated and approved by Akron before the investigations begins.

Kent shall obtain Akron's approval prior to construction of the Facility. Such approval shall not be unreasonably withheld and shall be given within a reasonable timeframe.

Akron agrees to allow a construction trailer and/or construction equipment to be staged within the Property, as described on Exhibit A and as approved by Akron, for both Kent and Akron inspectors and staff for the administration, management and inspection of the Project.

Kent will continue to improve, modify, and maintain areas adjacent, and within the boundaries of this Project, as outlined in Article III. Kent and Akron agree that both parties will work to coordinate on the Project and minimize conflicts.

Kent and Akron will work jointly to promote the partnership along the Facility with interpretive signage showing the water treatment process and the importance of water protection and conservation. Kent shall be responsible for the costs of this work within the City of Kent.

Article III Maintenance

Once the Facility is completed, Kent, at its sole expense, shall maintain the Facility on the Property that it is occupying. This includes maintenance of the following items on the Property: pavement, storm drainage, emergency vehicle access, lawns and landscaping, pavement markings and signing related to the Facility.

Upon completion of any portion of the Facility, Kent will be responsible to mow the Property where the Facility has been completed.

Prior to commencement of any work, Kent shall secure, and thereafter maintain, at its sole cost and expense, all necessary licenses and permits required in connection with the use of the Facility and shall comply with all federal, state and local statutes, ordinances, rules or regulations which may affect, in any respect, Kent's use of the Property.

Kent shall perform non-emergency repairs to the Project in such a manner as to minimize disturbance to the functioning of the Property for Akron. Kent shall use its best efforts to restore the Property as close to the quality of its prior existing state as possible with similar materials whenever Kent disturbs such while the course of repairing and/or maintaining the Facility.

No part of this agreement shall limit Akron's use of its Property to provide clean, safe and reliable drinking water to its customers. Upon the event that Akron is required to impact the Facility to maintain its transmission water mains, Akron shall be responsible to perform reasonable repairs to the Facility upon completion of Akron's work. The repairs to the Facility shall be performed within a reasonable time frame using good faith efforts to reopen the Facility.

The maintenance responsibilities shall remain in full force for the duration of the term of this agreement.

Article IV Costs

Kent shall be solely responsible for and pay all costs associated with the Facility, which includes all costs to complete the construction of the Facility, including, but not limited to, design, access, construction engineering, construction inspection services, testing services, utility fees, legal fees, and all other incidental items.

Article V Term & Renewal

The term of this Agreement shall be twenty -five (25) years from the execution date of this Agreement ("Original Term"). Kent shall have the option to renew for two (2) consecutive ten (10) year renewal periods, each upon the same terms and conditions as contained in this Agreement (each a "Renewal Term"). Additionally, if Kent does not provide written notice of termination

prior to expiration of the then-current term, the Agreement shall automatically renew for each subsequent Renewal Term.

At the end of the term, if this Agreement is not renewed, Kent has the option to either (1) remove the Facility; or (2) transfer ownership of the Project to Akron, if Akron agrees, and the Akron will own and maintain the Project.

Article VI

Default

In the event Kent shall default in the performance of any obligation hereunder, including the obligation to perform each and every covenant, term and condition contained herein, Akron may, at any time, serve written notice of Kent's default under any provision of this Agreement, and if Kent's failure is not remedied within thirty (30) days of receiving notice of any such default or non-compliance, Akron may, without limiting any other remedy or rights available under law to Akron, terminate this Agreement. In the event the nature of the default prohibits Kent from completing the remedy within thirty (30) days, and Kent has promptly commenced and is diligently pursuing completion of the remedy, Akron shall, instead of terminating or utilizing any other remedy available to Akron, assist and permit Kent to complete such remedy, but in no case shall Kent's right to cure exceed ninety (90) days. Any violation of any federal, state or local law that has not been cured within the time periods set forth herein shall be considered a default. If during the term of this Agreement, Akron shall serve more than three (3) notices of default or non-compliance on Kent, and after the curing of said three (3) defaults, Akron shall, at Akron's option, notify Kent that it shall no longer be permitted to the cure period described herein. Thereafter, for the duration of the term of this Agreement, Akron shall have all rights and remedies available under law.

In the event Akron shall default in the performance of any obligation hereunder, including the obligation to perform each and every covenant, term and condition contained herein, Kent may, at any time, serve written notice of Akron's default under any provision of this Agreement, and if Akron's failure is not remedied within thirty (30) days of receiving notice of any such default or non-compliance, Kent may, without limiting any other remedy or rights available under law to Kent, terminate this Agreement or sue for specific performance of Akron's obligations. In the event the nature of the default prohibits Akron from completing the remedy within thirty (30) days, and Akron has promptly commenced and is diligently pursuing completion of the remedy, Kent shall, instead of terminating or utilizing any other remedy available to Kent, assist and permit Akron to complete such remedy, but in no case shall Akron's right to cure exceed ninety (90) days. Any violation of any federal, state or local law that has not been cured within the time periods set forth herein shall be considered a default. If during the term of this Agreement, Kent shall serve more than three (3) notices of default or non-compliance on Akron, and after the curing of said three (3) defaults, Kent shall, at Kent's option, notify Akron that it shall no longer be permitted to the cure period described herein. Thereafter, for the duration of the term of this Agreement, Kent shall have all rights and remedies available under law.

Article VII Liability

Kent agrees to maintain insurance coverage in the event Kent causes damage to Akron property in the performance of its rights and obligations under this Agreement. Upon notification from the Akron of any such damage, Kent shall promptly remedy the same. Additionally, Kent shall maintain general liability insurance at commercially reasonable coverage limits insuring against bodily and property damage of anyone using the Project upon completion.

Article VIII Independent Contractor

Kent is a separate political subdivision and none of its agents, officers, members, employees, or subcontractors are agents or employees of Akron and shall make no representations to the contrary. Nothing in this Agreement is intended to create a joint venture or anything other than an independent contractor relationship between Akron and Kent. Akron will not be liable for Worker's Compensation or Unemployment Compensation attributable to Kent. Kent, its agents, officers, members, employees, or subcontractors will not participate in the hospital, medical, and/or retirement plans available to employees of Akron. As a separate political subdivision, Kent's employees are not employees of Akron, Kent acknowledges that it is providing personal services to a public employer and that its officers, members, or employees are considered public employees and that Kent will cover contributions made to the Ohio Public Employees Retirement System (OPERS) where appropriate.

Article IX Equal Opportunity

Kent agrees, in performing the Services, to abide by the applicable terms and provisions of Sections 38.01-38.06 of the Code of Ordinances of the City of Akron, Ohio, regarding public contracts as if the same be fully rewritten herein.

Article X Severability

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

Article XI Non-Assignment

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

Article XII Non-Waiver of Breach

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

Article XIII Integrated Agreement

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

Article XIV Notices

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

To Kent: City of Kent
 Attn: Jim Bowling, PE
 930 Overholt Road
 Kent, Ohio 44240
 jim.bowling@kentohio.gov

With a copy to: City of Kent
 Attn: Hope Jones, Esq.
 320 S Depeyster Street
 Kent, Ohio 44240
 Hope.jones@kentohio.gov

To City: City of Akron
 Attn: Jeff Bronowski, PE
 1460 Triplett Boulevard
 Akron, Ohio 44306
 JBronowski@akronohio.gov

With a copy to: _____

Article XV
Article Headings

The article headings contained herein are inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit or describe the scope or intent of this Agreement, nor in any way to affect the interpretation of any provision of this Agreement.

Article XVI
Governing Law

This Agreement is being executed in the State of Ohio and the laws of Ohio shall govern its validity, effect, and performance.

[Remainder of this page intentionally left blank – signatures follow.]

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the day and year first written above.

CITY OF KENT

By: _____
Its: _____
Date: _____

Approved as to form:

By: _____
Its: _____

CITY OF AKRON

By: _____
Its: _____
Date: _____

Approved as to form:

By: _____
Its: _____

EXHIBIT A

Property Depiction

PROPERTY DEPICTION



Parcels

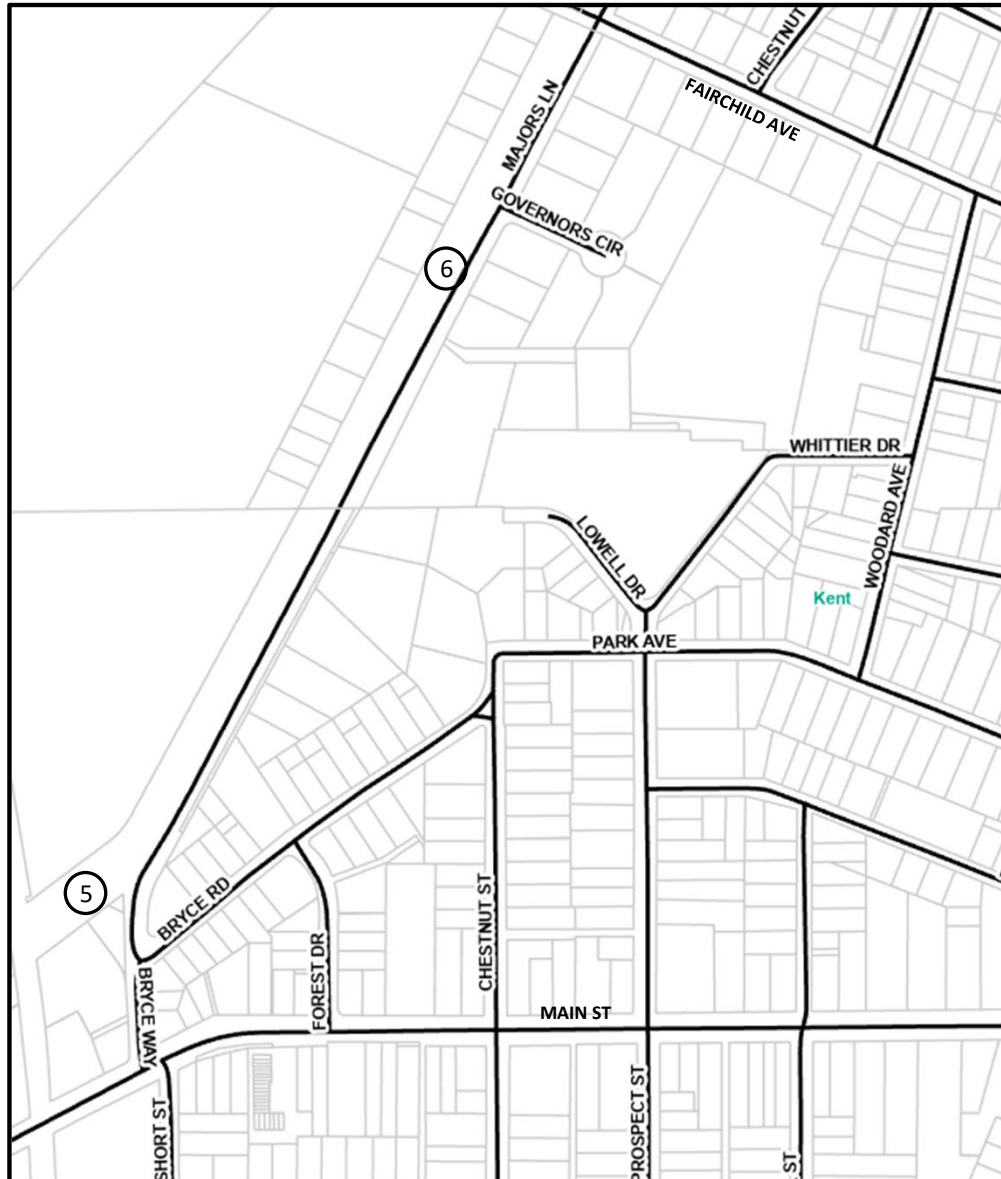
- ① City of Akron Right-of-Way
- ② 17-009-00-00-039-000
- ③ 17-010-00-00-021-000

PROPERTY DEPICTION

Parcels

- ③ 17-010-00-00-021-000
- ④ 17-010-00-00-020-000

PROPERTY DEPICTION



Parcels

- ⑤ City of Akron Right-of-Way
- ⑥ 17-029-00-00-012-000

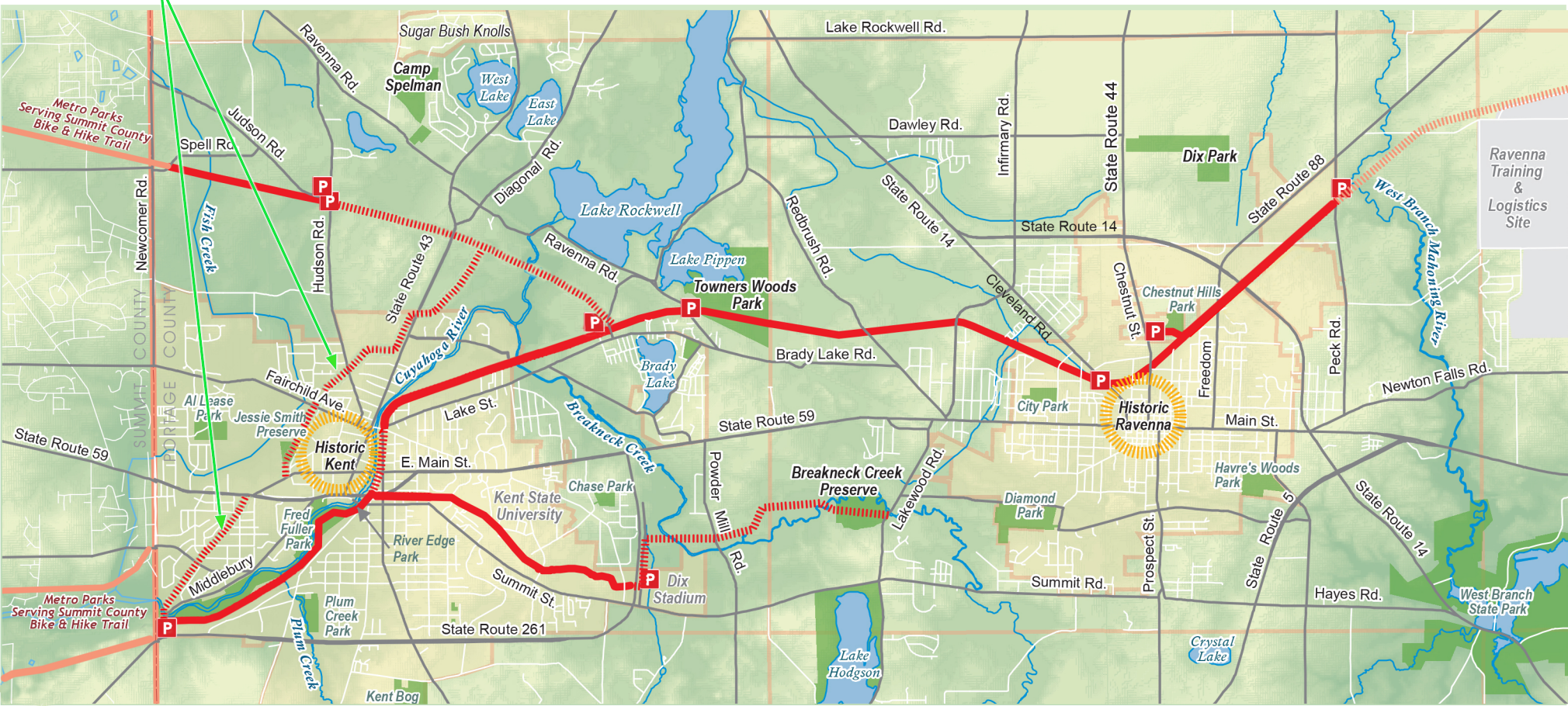
PROPERTY DEPICTION



Parcels

- ⑥ 17-029-00-00-012-000
- ⑦ City of Akron Right of Way
- ⑧ 17-030-10-00-123-000
- ⑨ City of Akron Easement

Proposed Lake Rockwell Trail



A scale bar labeled "Miles" with markings at 0, 0.5, 1, and 2.

Existing trail

Future connections Page 40 of 172
Trailhead parking

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jon Giaquinto

DATE: 1/26/24

RE: East Main Street Improvement Project – Right of Way Purchase – Packet A

The Service Department is requesting council time for approval to purchase temporary and permanent right of way from 32 owners within the referenced project limits. 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 appraisers. That appraisal is also reviewed by a separate ODOT pre-qualified appraisal. We are requesting approval to submit to council all accepted offers of the FMVE when they are received. Currently, we have two signed offers for approval.

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

The Service Department is requesting payments be approved for two owners. Attached to this memo is the property map for the project highlighting the two parcels included in this request. The following is a list of the parcels and their respective values included in this request.

Property Owner	R/W Plan Number	Description	Amount
Slightly Toasted, LLC	2T	Temporary	\$1,125
The Most Reverend David J. Bonnar, Bishop of the Diocese of Youngstown, as Successor Trustee	32WD 32T	Permanent Temporary	\$955 \$3,600

The City will be reimbursed 90% by ODOT and 5% by KSU for these purchases.

In total, 2 of 32 owners have agreed to compensation for the temporary/permanent right-of-way required to complete the project.

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

OWNERSHIP NAME, NUMBER, PERMANENT PARCEL NUMBER

-

			E.M.
			5 / 44
			177 216
REV. BY	DATE	DESCRIPTION	
DATE COMPLETED 5/15/23			

REV. BY	DATE	DESCRIPTION
DATE COMPLETED	5/15/23	

PORTAGE COUNTY
CITY OF KENT
FRANKLIN TOWNSHIP, T 3 N, R 9 W
O.L. 22, 23, 24

OWNERSHIP NAME, NUMBER, PERMANENT PARCEL NUMBER

- 4B. STATE OF OHIO 17-023-00-00-001-000

19. FAITH LUTHERAN CHURCH OF KENT, OHIO 17-023-10-00-163-001

20. KENT INVESTORS LLC 17-023-10-00-150-000

21. GEORGE ACKERMAN & DIANE E. GROVE-ACKERMAN
17-023-10-00-146-000, -147-000

22. MONTGOMERY F. MILLER & CLAUDIA L. MILLER, CO-TRUSTEES OF THE
MILLER TRUST UAD JUNE 9TH, 2016 17-023-10-00-148-000, -149-000

23. JAMES H. TRUEMAN II & JUDITH TRUEMAN HARDEN
17-023-10-00-129-000

24. SOUTHWARD PRESERVE, LLC, AN OHIO LIMITED LIABILITY COMPANY
17-023-10-00-130-000, -131-000

25. GOLDEN FLASH RENTALS 2, LLC 17-024-33-00-132-000

25A. GOLDEN FLASH RENTALS 2, LLC 17-023-10-00-089-000
26. DEBRA J. PAISLEY 17-023-00-00-133-000

27. ESCAPE PLAN 1, LLC 17-023-10-00-112-001, -002

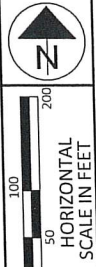
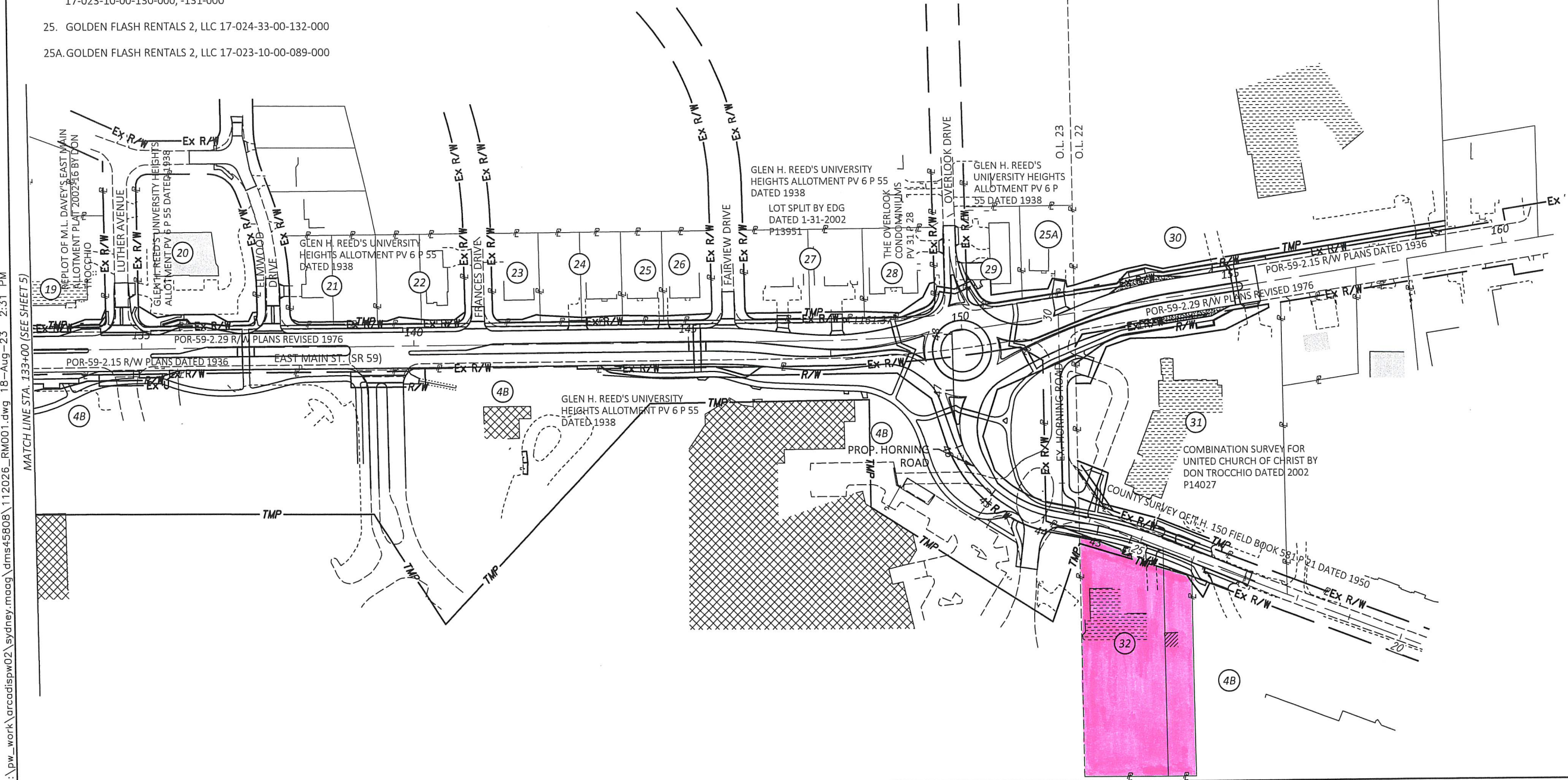
28. PRIZM PROPERTY GROUP OF OHIO, LLC 17-023-33-10-210-000

29. MARIA C. ROCK 17-023-10-00-088-000

30. THE FIRST METHODIST CHURCH OF KENT, OHIO, A CORPORATION NOT
FOR PROFIT 17-022-00-00-049-000

31. THE UNITED CHURCH OF CHRIST OF KENT, OHIO, AN OHIO NON PROFIT
CORPORATION 17-022-00-00-018-000

32. THOMAS J. TOBIN BISHOP TRUSTEE 17-022-00-00-045, -046



PID NO.	112026
R/W DESIGNER	BIW
R/W REVIEWER	RGH

PROPERTY MAP 2 OF 2

E. MAIN STREET AREA
IMPROVEMENTS

6 / 44
178 216

c:\pw_work\arcadispw02\sydney.maog\dms45808\112026_RM001.dwg 18-Aug-23 2:31 PM
MATCH LINE STA. 133+00 (SEE SHEET 5)

LPA RE 807
Rev. 10/2017

TE
LPA

TEMPORARY EASEMENT

Slightly Toasted LLC, the Grantor(s), in consideration of the sum of \$1,125.00, 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): 2-T

POR-59-2.14

SEE EXHIBIT A ATTACHED

Portage County Current Tax Parcel No. 17-024-34-00-092-000

Prior Instrument Reference: #202109646, 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 Slightly Toasted LLC has caused its name to be subscribed by JAMES D. DULICK, its duly authorized MANAGING MEMBER, and its duly authorized agent on the 8TH day of JANUARY, 2024.

SLIGHTLY TOASTED LLC


By: James D. Dulick, Managing Member

STATE OF OHIO, COUNTY OF Franklin SS:

BE IT REMEMBERED, that on the 8 day of JANUARY, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named JAMES D DULICK, who acknowledged being the MANAGING MEMBER and duly authorized agent of Slightly Toasted LLC, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to JAMES D. DULICK with 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.



JOSEPH ROBERT SNIDER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2028



NOTARY PUBLIC

My Commission expires: JULY 30 2028

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

EXHIBIT A

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 04/19/23

PID 112026

**PARCEL 2-T
POR-59-2.14 (E. MAIN STREET AREA IMPROVEMENTS)
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
REGRADE
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 SLIGHTLY TOASTED, LLC (Grantor) as recorded in Instrument 202109646 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 25+94.07 being the Grantor's southeasterly corner;

1. Thence South 89° 31' 04" West, along said northerly right-of-way line, a distance of 64.00 feet to the Grantor's southwesterly corner being 40.00 feet left of Station 25+30.07;
2. Thence North 83° 16' 44" East, leaving said northerly right-of-way line and through the Grantor, a distance of 64.41 feet to the Grantor's easterly line being 47.00 feet left of Station 25+94.10;
3. Thence South 00° 13' 47" East, along the Grantor's easterly line, a distance of 7.00 feet to the **Point of Beginning**;

The above-described easement contains 0.005 acres (224 square feet, including 0.000 acres within the present road occupied) all within Parcel Number 17-024-34-00-092-000 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.

EXHIBIT A

LPA RX 887 T

Page 2 of 2

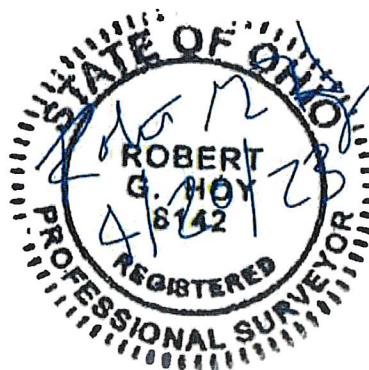
Rev. 07/09

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



RESOLUTION OF THE MEMBERS OF SLIGHTLY TOASTED, LLC
AUTHORIZING CERTAIN MEMBERS TO SIGN ON BEHALF OF THE COMPANY

WHEREAS, Slightly Toasted, LLC ("Company") was formed with the Ohio Secretary of State on or about June 23, 2020;

WHEREAS, the Company currently has two members, Cooper Dulick and James Drew Dulick ("Members"); and

WHEREAS, the Members wish to authorize each of them, independently, to sign and execute documents on behalf of the Company.

NOW THEREFORE, the Members of Slightly Toasted, LLC hereby authorize Cooper Dulick and James Drew Dulick, in their capacity as members of the Company, to sign and execute any legally binding document, including, but not limited to, checks, purchase orders, purchase agreements, real estate purchase agreements, mortgages, notes, tax returns, banking documents and any other documents necessary to perpetuate the operations of the Company, on behalf of the Company and independent of one another without the need for the other's signature.

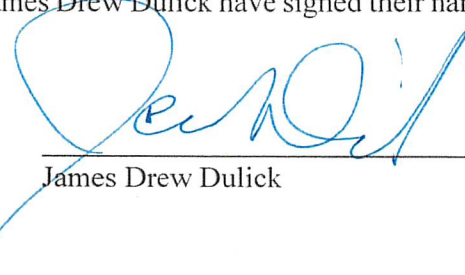
IN WITNESS WHEREOF, Cooper Dulick and James Drew Dulick have signed their names below on the dates indicated next to their signatures.



Cooper Dulick

5/17/21

Date



James Drew Dulick

5/17/21

Date

VA
REV. 04-2020

VALUE ANALYSIS
(\$10,000 OR LESS)

OWNER'S NAME

Slightly Toasted LLC

COUNTY	POR
ROUTE	59
SECTION	2.14
PARCEL NO.	2T
PROJECT I.D. NO.	112026

Subject

Address/Location	Zoning	Utilities	APN(s)		
331 E. Main Street City of Kent, Portage County, OH GPS: 41.15391, -81.35349	C-R: Commercial - High Density Multifamily Residential District (City of Kent)	All public utilities available	17-024-34-00-092-000		
			Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			0.460 net	Acre(s)	See Comments

Comments

This property is located along the north side of E. Main Street (SR 59) approximately 100' west of the E. Main Street and N. Willow Street intersection, City of Kent, Portage County, Ohio. The subject larger parcel is improved with a residential building (commercially used) and related site improvements. The property is located in an area with a mix of residential uses, commercial uses, governmental uses, and Kent State University special-purpose (educational) uses. Due to the presence of the Kent State University main campus along the south side of E. Main Street between Haymaker Parkway and Horning Road, most of the development in the immediate area is supportive of, and benefits from, university-related activities. Based on the physical characteristics of the site, existing zoning, and neighborhood composition, it is concluded that a commercial use, likely of a retail or service variety, is the most likely use of the site as though vacant. The site size and dimensions are adequate for legal development per current requirements. Although the timing of development is not known due to market conditions, commercial development is regarded to be maximally productive and therefore the highest and best use as vacant. Due to the nature of the taking, the property is analyzed as if vacant; a highest and best use as improved analysis is not applicable.

The larger parcel is rectangular in shape and, per the right of way plans, contains 0.460 acre gross and net. The property is referenced as Portage County Auditor's Parcel Number 17-024-34-00-092-000. The topography is mostly level above the road grade of E. Main Street. The subject site is not located within a high risk flood hazard area, as shown on the FEMA Flood Plain Map 39133C0138E, having an effective date of March 7, 2017. The property has unity of ownership currently in the name of Slightly Toasted LLC.

Comparable Sales

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	2 East Avenue, City of Tallmadge, Summit County, Ohio GPS: 41.10130, -81.43955	Commercial	Grantor/Seller	12/3/2019
APN(s)		Zoning	Utilities	Sale Price
6006785		C3 Commercial District	All public utilities available	\$200,000
				Parcel Size
				0.27 Acre
				Unit Value Indication
				\$740,741/acre

Comments

This property is located along the south side of East Avenue approximately 100' east of Tallmadge Circle. The topography is mostly level. There was a 180± SF storage building of negligible contributory value on the property at the time of the transfer. The parcel is rectangular in shape and is of adequate size and dimensions for legal development. The land is not located within a high risk flood hazard area. The property was purchased by a neighboring property owner for possible redevelopment of the existing McDonald's site, which is currently located to the southeast of this property. The property is located in a commercial neighborhood adjacent to an Arby's restaurant and across the roadway from a Gulf service station. Verified with a representative of the Grantor, Tony Jaber, on 8/2/2023.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	22430 Lorain Avenue (OH-10), Fairview Park, Cuyahoga County, Ohio GPS: 41.43968, -81.86944	Commercial	Broker/Agent	3/21/2023
APN(s)		Zoning	Utilities	Sale Price
32113021 and 32113022; now 32113072		GB-A General Business A District	All public utilities available	\$299,900 (effective)
				Parcel Size
				0.49 Acre
				Unit Value Indication
				\$612,041/acre

Comments

This property is located along the northwest side of Lorain Avenue approximately 125' southwest of the W. 224th Street and Lorain Avenue intersection. The topography is level. The property was vacant at the time of the transfer. The parcel is slightly irregular in shape but fully usable from a configuration perspective. The site is of adequate size and dimensions for legal development. The land is not located within a high risk flood hazard area. The property was reportedly purchased for commercial development and is located in a neighborhood that has a mix of residential and commercial uses. The property is adjacent to a strip center, and a McDonald's restaurant is located across the roadway from the property. Verified with the Grantor/Listing Agent, Alexandria Rose, on 8/2/2023.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	233 Tallmadge Road (CR 18), Brimfield Township, Portage County, Ohio GPS: 41.101020, -81.38552	Commercial	Grantor/Seller	6/28/2019
APN(s)		Zoning	Utilities	Sale Price
040360000017011		G-C General Commercial District	All public utilities available	\$950,000
				Parcel Size
				1.06 Acres
				Unit Value Indication
				\$896,226/acre

Comments

This property is located along the north side of Tallmadge Road (CR 18) approximately 200' east of the Maplecrest Parkway and Tallmadge Road intersection. The topography is level above the road grade of Tallmadge Road. The property was vacant at the time of the transfer. The parcel is rectangular in shape and fully usable from a configuration perspective. The site is of adequate size and dimensions for legal development. The land is not located within a high risk flood hazard area. The property was purchased for commercial development with a Panda Express restaurant. This is an outlot to a Meijer's store in a fast-growing area of Brimfield Township. Nearby land usage is predominantly commercial in nature along CR 18 with a Meijer store, Walmart, and several restaurants, including a Burger King, Starbucks, Applebees, and Taco Bell. An interchange with I-76 is a short distance (1,800'±) east of the property. Verified with a representative of the Grantor, Dan DeHoff, on 8/20/2019.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
4	130 West State Street, Alliance, Stark County, Ohio GPS: 40.90145, -81.10782	Commercial	Broker/Agent	10/11/2018
APN(s)		Zoning	Utilities	Sale Price (effective)
10001774 and 108460		B3 Mixed Commercial District	All public utilities available	\$905,000
				Parcel Size
				1.078 Acres
				Unit Value Indication
				\$839,518/acre

Comments

This property is located at the southeast corner of the W. State Street and Miller Avenue intersection. The topography is level with the road grades. The southeast corner of the property was improved with a 10,272 SF industrial building at the time of the transfer. Demolition costs were reportedly \$40,000, and \$40,000 has been added to the recorded transfer price of \$865,000 to reflect site preparation. The site is of adequate size and dimensions for legal development. A 15'± alley divides the property in two and provides access to the property from W. Chestnut Street. The southeastern parcel (APN 108460) is utilized for additional parking. The land is not located within a high risk flood hazard area. The property was developed with an Arby's restaurant which subsequently transferred in November 2019 for a recorded sales price of \$2,887,558. Neighboring land usage is predominantly commercial in nature along the south side of W. State Street and includes a Sheetz and Huntington Bank. This property is located across the roadway from the University of Mount Union. Verified with Shannon, Assistant to the Listing Agent, Lisa Trummer, on 8/1/2023.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
5	6600 Frank Avenue NW, Jackson Township, Stark County, Ohio GPS: 40.87736, -81.44113	Commercial	Broker/Agent	3/4/2022
APN(s)		Zoning	Utilities	Sale Price
10015046		B2 Commercial/Business/Office District	All public utilities available	\$1,000,000
				Parcel Size
				1.30 Acres
				Unit Value Indication
				\$769,231/acre

Comments

This property is located along the east side of Frank Avenue NW approximately 100' north of the Old Springs Street NW and Frank Avenue NW intersection. The topography is mostly level with the road grade. The property was vacant at the time of the sale. The property is of adequate size and dimensions for legal development. The parcel is rectangular in shape and is not located within a high risk flood hazard area. The property was purchased for commercial development, and a Blue Falls Car Wash is being built on the site. The car wash is scheduled to open in 2023. Neighboring land usage is predominantly commercial in nature and includes a Walgreens, shopping center, Community One Credit Union, and Rockne's restaurant. This property is located approximately one-third of a mile north of Stark State College. Verified with Sam DeWees, Listing Agent, on 8/24/2023.

Overall Comments / Reconciliation

Comments

Land sales sought are those most recent, with similar value influences, and those with similar physical characteristics. Due to the lack of local market activity of vacant commercially-zoned land sales, it was necessary to extend the search area for relevant sales. Regarding land and assuming all other factors equal, larger parcels typically sell for a lower price per unit than smaller parcels, and parcels with favorable frontage-to-depth ratios will typically sell for a higher per unit price than parcels with ratios less favorable. A property's zoning determines the legal use of the site. Topography is another important element of comparison because it impacts the degree of necessary site work, as well as the usability of the finished product. The presence or lack of public utilities makes a property more or less desirable, and accordingly, valuable.

The sales' non-adjusted value indications broadly range from \$612,041 to \$896,226 per acre. Each sale is relevant to the analysis due to its generally similar highest and best use. All five properties are generally similar to the subject property with regard to neighborhood development. The Land Sales 1 and 2 properties are most similar to the subject with regard to size, the Land Sales 1 and 3 properties are the closest in proximity, Land Sales 2 and 5 are the most recent, and the Land Sales 4 and 5 properties are the most similar to the subject with regard to proximity to an institution of higher learning. Considering all indicators and the differences that exist between the sales and the subject, an overall site value of \$750,000 per acre is concluded.

Reconciled Value: \$750,000 per acre

Part Taken - Land

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
2T	0.005 acre	N/A	36 months	\$750,000/acre X 10% of fee X 3 years	For regrading	\$1,125
Total:						\$1,125

Part Taken – Improvements

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
2T	No site improvements taken	N/A	N/A	N/A	N/A	N/A
						N/A

Cost to Cure

Parcel # Suffix	Description	Cost to Cure
2T	N/A	N/A
Total:		N/A

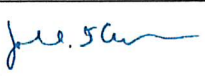
Preparer's Conclusion

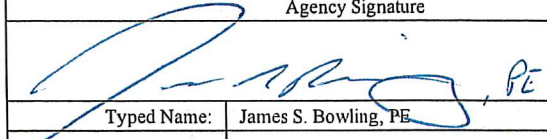
Comments
Required is a temporary construction easement area, denoted as Parcel 2T, which contains 0.005 acre net. The temporary easement is along the entire length of the subject property's E. Main Street (SR 59) frontage at a depth ranging from a point (0.0') to 7'. The temporary easement is for the purpose of performing the work necessary to regrade for 36 months from the date of entry by the City of Kent, Portage County, Ohio.
There are no improvements situated within the Parcel 2T area that will be taken and not replaced/restored.
All site improvements situated within existing right of way are non-compensable per Ohio Department of Transportation policies and procedures.
Moreover, it is assumed that site improvements within the temporary easement area such as lawn, gravel, paved surfaces, and curbing, if any, will be replaced/restored before project completion and are not included in the compensation estimate.
There is estimated to be no damage to the residue parcel.
Total Estimated Compensation: \$1,125

FMVE Conclusion

Comments
As noted, a temporary easement is needed for the purpose of performing the work necessary to regrade for 36 months from the date of entry by the City of Kent, Portage County, Ohio.
\$1,125

Signatures

Preparer Signature	
	
Typed Name:	John D. D'Angelo, MAI
Title:	President of General Partner Ohio State Certified General Real Estate Appraiser #2001011052
Date:	8/29/2023

Agency Signature	
	
Typed Name:	James S. Bowling, PE
Title:	Deputy Service Director/Superintendent of Engineering
Date:	9/28/23

Administration Settlement

Signature			
Typed Name:		FMVE Amount:	
Title:		Additional Amount:	
Date:		Total Settlement:	
THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)			

ATTACHMENTS

Photographs of the Subject Property – Taken by Andrew Moore
Plat Map – Aerial Image
Right of Way Plan Sheet
The Map of Comparable Sales
Jurisdictional Exception Disclosure
Appraisal Scoping Checklist
Appraiser Disclosure Statements

PHOTOGRAPHS OF SUBJECT PROPERTY
(All subject photographs taken on August 22, 2023)



Photograph 1 – Property view from near station 25+00 (E. Main Street; SR 59) facing in a northeasterly direction



Photograph 2 – View from near station 25+25 facing in an easterly direction showing the Parcel 2T area

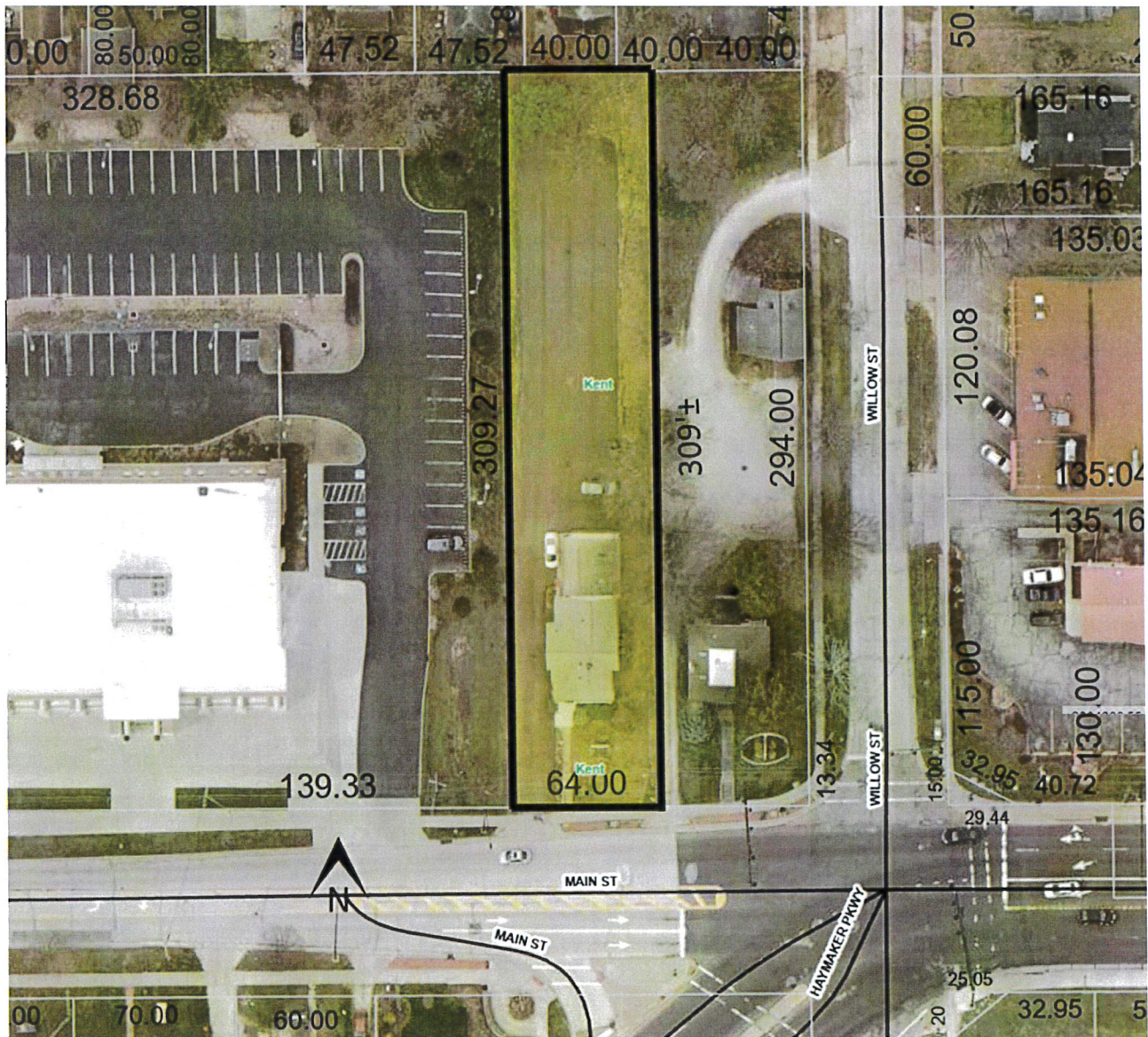
PHOTOGRAPHS OF SUBJECT PROPERTY
(All subject photographs taken on August 22, 2023)



Photograph 3 – View from near station 25+95 facing in a westerly direction showing the Parcel 2T area

PLAT MAP - AERIAL IMAGE

Larger Parcel: 0.460 acre gross and net
Auditor's Parcel No. 17-024-34-00-092-000



Source: Portage County GIS

RIGHT OF WAY PLAN SHEET (Excerpt)

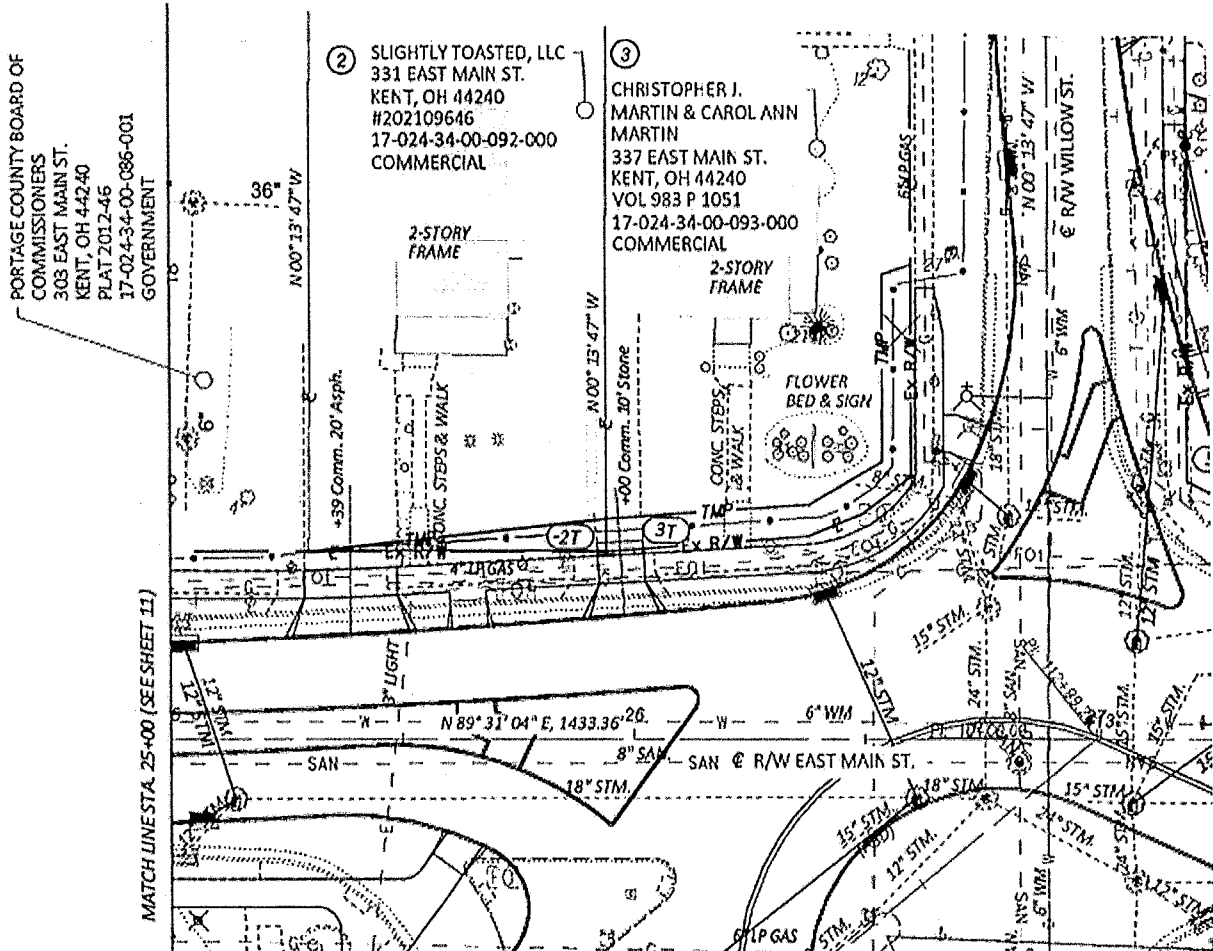
REPLAT OF ALL OF SUBLOT 9, 18 &
PART OF SUBLOT 6 OF ZENAS KENT
HEIRS ADDITION, PLAT 2012-46, BY
PEARSON SURVEYING



ZENAS KENT'S HEIRS ADDITION TO KENT, PLAT
VOLUME 2 PAGE 47, DATED 1883

- # - RECORDED INSTRUMENT NUMBER
- * - DENOTES RIGHT-OF-WAY ENCROACHMENT
- (T) - TAKE
- (TBR) - TO BE REMOVED
- BUS. - BUSINESS

F



COMPARABLE LAND SALES LOCATION MAP



JURISDICTIONAL EXCEPTION DISCLOSURE

VALUE ANALYSIS REPORT

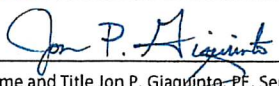
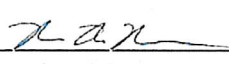
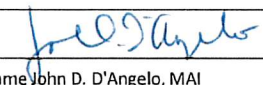
This Value Analysis was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is in compliance with Section 4200.02 of The Appraisal Operating Manual (6-4-2019) of the Ohio Department of Transportation's (ODOT) Office of Real Estate. This report is also in compliance with Federal Public Law 91-646 as amended by Public Law 100-17 49 known as the Uniform Relocation and Real Property Acquisition Policies Act, Title III, Section 301, (2), United States Code 42 USC Ch. 61 Sec. 4651 (2) and the Code of Federal Regulations 49CFR 24.102 (c)(2)(A) as well as the Ohio Revised Code 163.59 (C) and the Ohio Administrative Code Section 5501:2-5-06 (B)(3)(b)(ii)(a) for the provisions for waiver of appraisals. The part or parts of USPAP which have been disregarded are Standards 1-4, since this assignment is not considered to be an appraisal or appraisal review. Refer to Advisory Opinion 21 of USPAP for illustration of the relationship between "valuation services" and "appraisal practice." The legal authority which justifies this action was cited above under Federal and State law for the waiver of appraisal provision. The Value Analysis report format was developed by ODOT in accordance with the waiver of the appraisal provision in both the Federal and State laws cited above. By definition, the Value Analysis Report format is not an appraisal when it is used in accordance with the Policies and Procedures of ODOT.

The appraisal waiver rule adopted by the FHWA allows agencies to determine when an appraisal is not needed if they first determine that the valuation problem was uncomplicated and has an estimated value less than the low value defined in the rule. As such, the information provided in the development of the approved report format is not considered an appraisal. This specified service was prepared by a disinterested and unbiased third party within the scope of the certificate holder's certification in compliance with Ohio Revised code 4763.12.



John D'Angelo, MAI
Ohio State Certified General Real Estate Appraiser #2001011052

APPRAISAL SCOPING CHECKLIST

Owners Name		County	PORTAGE
SLIGHTLY TOASTED, LLC		Route	59
		Section	2.14
		Parcel No.	2-T
		Project ID No.	112026
Appraisal Scope			
Partial or total acquisition		Partial	
Ownership			
Whole parcel determination is complex		No	
RE-95 will be required		No	
RE 22-1 Apportionment will be required		No	
Title report has non-typical appraisal issues (i.e. tenants, fractured ownership, atypical easements)		No	
Regulation			
Significant zoning or legal regulations are impacting acquisition		No	
Property is not compliant with legal regulations in the before or after		No	
R/W and Construction Plans			
Significant improvements are in the acquisition area (or impacted)		No	
Significant impact to site improvements (landscaping, vegetation, or screening)		No	
Significant utilities (i.e. well, septic, service lines, etc.) are in the acquisition area (or impacted)		No	
Significant issues due to elevation change, topography, or flood plain		No	
Conclusion			
Parcel acquisition cost estimate amount (\$10,000 VA limit or \$65,000 VF limit)		< \$10,000	
Anticipated damages (access, proximity, internal circuitry, change H&B use, etc.) are expected		No	
Cost-to-Cure should be considered		No	
Specialized Report (parking, drainage, circuitry, etc.) should be considered		No	
Appraisal Format Conclusion		VA with review	
Explanation of appraisal problem. Include discussion of any "Yes" responses above			
This is a simplistic (temporary) taking. Parcel 2-T is a temporary construction easement (36 months duration) containing 0.005 acres, being a 0' to 7' wide strip of land along the frontage of the site, for grading. The temporary acquisition is from a 2-Story Converted Residence situated on a 0.46 acre site. The residue property is not impacted by the taking.			
Signatures			
Agency Approval by Signature, Title, and Date Typed Name			7-26-2023
	Name and Title Jon P. Giaquinto, PE, Senior Engineer, City of Kent		Date
Review Appraiser Signature and Date			7/13/2023
	Name Bruce B. Bowman		Date
Appraiser Acknowledgement	I have reviewed the right of way plans and other pertinent parts of the construction plans, have driven by the subject, have reviewed this scoping document and I have independently performed my own appraisal problem analysis. I am in agreement regarding the valuation problem, the determination of the complexity of this problem, and I agree that the recommended format is appropriate for use during the acquisition phase of this project.		
Appraiser Signature and Date			8/1/2023
	Name John D. D'Angelo, MAI		Date

APPRAISER DISCLOSURE STATEMENT

In compliance with Ohio Revised Code Section 4763.12

1. Name of Appraiser Andrew G. Moore

2. Class of Certification/Licensure: X Certified General
 Licensed Residential
 Temporary General Licensed

Certification/License Number: 2018006146

3. Scope: This report X is within the scope of my Certification or License.
 is not within the scope of my Certification or License.

4. Service Provided by: X Disinterested & Unbiased Third Party
 Interested & Biased Third Party
 Interested Third Party on Contingent Fee Basis

5. Signature of person preparing and reporting this Value Analysis

Andrew G. Moore

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser

State of Ohio
Department of Transportation
Division of Real Estate
Appraiser Section
Cleveland (216) 787-3100

APPRAISER DISCLOSURE STATEMENT

In compliance with Ohio Revised Code Section 4763.12

1. Name of Appraiser John D. D'Angelo

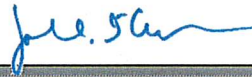
2. Class of Certification/Licensure: X Certified General
 Licensed Residential
 Temporary General Licensed

Certification/License Number: 2001011052

3. Scope: This report X is within the scope of my Certification or License.
 is not within the scope of my Certification or License.

4. Service Provided by: X Disinterested & Unbiased Third Party
 Interested & Biased Third Party
 Interested Third Party on Contingent Fee Basis

5. Signature of person preparing and reporting this Value Analysis



This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser

State of Ohio
Department of Transportation
Division of Real Estate
Appraiser Section
Cleveland (216) 787-3100

TITLE REPORT



C/R/S	POR-59-2.14
PARCEL	2-T
PID	112026

☐ 42 YEAR REPORT ☒ ABBREVIATED REPORT ☐ UPDATE

INSTRUCTION:

- (1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated". The City of Kent expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.
- (2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) **FEE OR OTHER PRIMARY OWNERS**

Name	Marital Status (Spouse's Name)	Interest
Slightly Toasted LLC	N/A	Fee Simple, Full Interest

Mailing Address: 11 Highgrove
New Albany, OH 43054

Phone Number
Property Address: 331 E Main Street
Kent, OH 44240

Statutory Agent: Cooper Dulick
11 Highgrove
New Albany, OH 43054

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Current Deed: #202109646 (Attached)

Situated in the City of Kent, County of Portage and State of Ohio: Known as being part of Township Lot Number 24 and Block G of Zenas Kent's Addition, Plat Vol. 2, pg. 47, to said village, metes and bounds, and containing 46/100 of an acre

APN: 17-024-34-00-092-000 (0.46 Acres)

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
None Found		

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
None Found		

(3-C) **EASEMENTS**

Name & Address	Type
None Found	

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

None Found

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Portage City: Kent School District: Kent CSD

AUD. PAR. NO(S)	Land – 100%	Building – 100%	Total – 100%	Taxes per ½ year
17-024-34-00-092-000	\$102,200.00	\$182,800.00	\$285,000.00	\$3,449.01 per half 1 st half 2022 paid

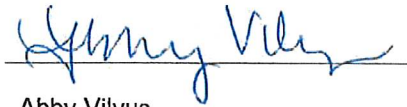
(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes: ☐ No: ☒
Comments:

This Title Report covers the time period from 4/16/2019 to 6/27/2023. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 2-T and presently standing in the name of Slightly Toasted LLC as the same are entered upon the several public records of Portage County.

Date & Time 6/27/2023 7:59 AM (am/pm)

Signed



Print Name Abby Vilyus

UPDATE TITLE BLOCK

This Title Report covers the time period from _____ to _____. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) 2-T and presently standing in the name of _____ as the same are entered upon the several public records of Portage County.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update:

DIST 4 CRS POR-59-2.14

PARCEL 2-T

PID 112026

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Brief Land Description & Remarks						
Sandra Kay Brothers, Trustee of the Sandra Kay Brothers Trust u/a/d April 11, 2019	Slightly Toasted, LLC	4/30/2021	5/4/2021 2:11 PM	#202109646	\$1,140.00	Trustee's Deed
Fee Simple, Full Interest Situating in the City of Kent, County of Portage and State of Ohio: Known as being part of Township Lot Number 24 and Block G of Zenas Kent's Addition, Plat Vol. 2, pg. 47, to said village, metes and bounds, and containing 46/100 of an acre						
Sandra Kay Brothers, single	Sandra Kay Brothers, Trustee of the Sandra Kay Brothers Trust u/a/d April 11, 2019	4/11/2019	4/16/2019 10:49 AM	#201905506	Exempt	Warranty Deed
Fee Simple, Full Interest Situating in the City of Kent, County of Portage and State of Ohio: Known as being part of Township Lot Number 24 and Block G of Zenas Kent's Addition, Plat Vol. 2, pg. 47, to said village, metes and bounds, and containing 46/100 of an acre						

Tue Jun 27 2023

Entity#: 4492431
Filing Type: DOMESTIC LIMITED LIABILITY COMPANY
Original Filing Date: 06/23/2020
Location: ---
Business Name: SLIGHTLY TOASTED, LLC

Status: Active
Exp. Date: -

Agent/Registrant Information

COOPER DULICK
11 HIGHGROVE
NEW ALBANY OH 43054
06/23/2020
Active

Filings

Filing Type	Date of Filing	Document ID
OHIO LLC - ARTICLES OF ORGANIZATION	06/23/2020	202017504094

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

*I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list
of all records approved on this business entity and in the custody of the Secretary of State.*



*Witness my hand and the seal of the
Secretary of State at Columbus,
Ohio this 27th of June, A.D. 2023*

Ohio Secretary of State



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
06/24/2020	202017504094	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99 00	0 00	0 00	0 00

Receipt

This is not a bill. Please do not remit payment.

CLEMENS, KORHN, LIMING & WARNCKE, LTD.
PO BOX 787
DEFIANCE, OH 43512

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose
4492431

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
SLIGHTLY TOASTED, LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG

Effective Date: 06/23/2020

Document No(s):

202017504094



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
24th day of June, A.D. 2020.

Ohio Secretary of State

Form 533A Prescribed by:



Date Electronically Filed: 6/23/2020

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.govFile online or for more information: OhioBusinessCentral.gov

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99**Form Must Be Typed****CHECK ONLY ONE (1) BOX**

- (1) Articles of Organization for Domestic
☒ For-Profit Limited Liability Company
 (115-LCA)

- (2) Articles of Organization for Domestic
☐ Nonprofit Limited Liability Company
 (115-LCA)

Name of Limited Liability Company **SLIGHTLY TOASTED, LLC**

(Name must include one of the following words or abbreviations:
 "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd.")

Optional: Effective Date (MM/DD/YYYY) **6/23/2020**

(The legal existence of the corporation begins upon the
 filing of the articles or on a later date specified that is not
 more than ninety days after filing.)

Optional: This limited liability company shall exist for **PERPETUAL**
 Period of Existence

Optional: Purpose

ANY PURPOSE AUTHORIZED UNDER OHIO OR FEDERAL LAW.

**** Note for Nonprofit LLCs**

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

SLIGHTLY TOASTED, LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

COOPER DULICK

(Name of Statutory Agent)

11 HIGHGROVE

(Mailing Address)

NEW ALBANY

(Mailing City)

OH

(Mailing State)

43054

(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, COOPER DULICK, named herein as the
(Name of Statutory Agent)

Statutory agent for SLIGHTLY TOASTED, LLC
(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature COOPER DULICK

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

ROBERT MCCOLLEY, ESQ., AUTHORIZED REPRESENTATIVE

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

TRANSFERRED 50
Sec.319.64 (G-2)
Sec.319.202 1140.00

MAY 04 2021

James E. Roberts
Portage County Auditor



Doc ID: 005874220002 Type: OFF
Recorded: 05/04/2021 at 02:11:56 PM
Fee Amt: \$34.00 Page 1 of 2
Portage County Ohio
Lori Calcei County Recorder

File 202109646

Trustees' Deed.

KNOWN ALL MEN BY THESE PRESENTS THAT SANDRA KAY BROTHERS, Trustee of the Sandra Kay Brothers Trust u/a/d April 11, 2019 ("Grantor"), by the power conferred by said Trust Agreement and every other power, for valuable consideration, grants, with fiduciary covenants, to SLIGHTLY TOASTED, LLC ("Grantee"), whose tax mailing address is 11 Highgrove, New Albany, Ohio 43054, the Trust's interest in the following described real property:

Situated in the City of Kent, County of Portage, and State of Ohio:

Known as being part of Township Lot Number 24 and of Block G of Zenas Kent's Heirs Addition, Plat Vol. 2, pg. 47, to said village and bounded as follows: beginning at a point in the north line of Main Street 128 feet east of the southeast corner of land conveyed to T.G. Parsons by E.A. Parsons; thence north on a line parallel with the east line of said T.G. Parsons land 310 feet to a point intersecting a continuation of said T.G. Parsons north line; thence east on a line parallel with the north line of Main Street 64 feet; thence south on a line parallel with T.G. Parsons east line 310 feet to the north line of Main Street; thence west along the north line of West Main 64 feet to the place of beginning and containing 46/100 of an acre.

Also known as: 331 E. Main Street, Kent, Ohio 44240

Parcel No.: 17-024-34-00-092-000

5.3.2021
TAX-MAP DEPT.
LEGAL DESCRIPTION
☒ SUFFICIENT ☐ DEFICIENT
☒ NO DIVISION OF LAND

Excepting from such grant zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and

special, which are a lien at the time of transfer, but which are not then due and payable.

IN WITNESS WHEREOF, the undersigned have set her hand on this
30 day of April, 2021.

Sandra Kay Brothers, trustee
Sandra Kay Brothers, Trustee of the
Sandra Kay Brothers Trust w/a/d April 11, 2019

STATE OF OHIO

} SS:

COUNTY OF PORTAGE

This is an acknowledgment; no oath or affirmation has been administered.

Before me, a Notary Public in and for said County and State, did personally appear SANDRA KAY BROTHERS, as the Trustee to the Sandra Kay Brothers Trust w/a/d April 11, 2019, who acknowledged that she both did sign the foregoing instrument and that the same was her free act and deed as the Trustee of the Sandra Kay Brothers Trust.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and official seal this 30 day of April, 2021.

Nancy Lorenzo
NOTARY PUBLIC

*This Instrument Prepared By: Jason A. Whitacre, Esq., Flynn Keith & Flynn, P.O.
Box 762, Kent, OH 44240, Phone: (330) 673-0114, Fax: (330) 617-4278*



NANCY LORENZO
Notary Public, State of Ohio
My Commission Expires:
08-16-2024

Order# 4019
Title Alliance Professionals of Ohio
2754 Front Street
Cuyahoga Falls, OH 44221

TRANSFERRED
Sec.319.54(F-2) 60
Sec.319.202

APR 16 2019

Xavier Espinoza
Portage County Auditor

Doc ID: 005309770002 Type: DEED
Recorded: 04/16/2019 at 10:49:22 AM
Fee Amt: \$28.00 Page 1 of 2
Portage County Ohio
Lori Calcei County Recorder
File 201905506

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT Sandra Kay Brothers, a single woman, the Grantor, claiming title by or through Vol. 1039, Page 584 of the Portage County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to her full satisfaction of SANDRA KAY BROTHERS, TRUSTEE OF THE SANDRA KAY BROTHERS TRUST UAD APRIL 11, 2019, the Grantee, whose tax mailing address is 207 Valleyview Street, Kent, Ohio 44240, does hereby:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its successors and assigns, the following described premises:

Situated in the City of Kent, County of Portage and State of Ohio:

Known as being part of Township Lot Number 24 and of Block G of Zenas Kent's Heirs Addition, Plat Vol. 2, pg. 47, to said village and bounded as follows: beginning at a point in the north line of Main Street 128 feet east of the southeast corner of land conveyed to T.G. Parsons by E.A. Parsons; thence north on a line parallel with the east line of said T.G. Parsons land 310 feet to a point intersecting a continuation of said T.G. Parsons north line; thence east on a line parallel with the north line of Main Street 64 feet; thence south on a line parallel with T.G. Parsons east line 310 feet to the north line of Main Street; thence west along the north line of West Main 64 feet to the place of beginning and containing 46/100 of an acre.

Parcel Number: 17-024-34-00-092-000 ✓
Also known as 331 E. Main Street, Kent, Ohio 44240

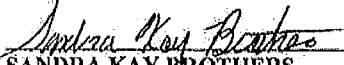
TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantee, its heirs and assigns, that said Grantors are the true and lawful owner of said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same is free and clear from all encumbrances, except zoning ordinances,

4-16-2019 *JS*
TAX MAP DEPT.
LEGAL DESCRIPTION *m*
✓ SUFFICIENT ○ DEFICIENT
2 NO DIVISION OF LAND

easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable and further, that said Grantors will warrant and defend the same against all claims whatsoever except as provided herein.

IN WITNESS WHEREOF, the undersigned hereunto set her hand the 11th day of April, 2019.


SANDRA KAY BROTHERS

STATE OF OHIO

COUNTY OF PORTAGE

} SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Sandra Kay Brothers, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Kent, Ohio, on this 11th day of April, 2019.


Notary Public

This Instrument Prepared By:
John J. Flynn, Esq.
Flynn Keith & Flynn
P.O. Box 762
Kent, OH 44240
Phone: (330) 673-0114
Fax: (330) 617-4278



Rebecca A. Holcomb
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 12/17/2020

Summary

Parcel Number 17-024-34-00-092-000
 Map Number 17024
 Location Address 331 MAIN E
 Acres 0.46
 Legal Description KENT G LOT 24
 (Note: Not to be used on legal documents.)
 Neighborhood 23017 - Kent Heirs
 City KENT CITY
 Township
 School District KENT CSD
 Homestead Reduction: No
 Owner Occupancy Credit: No
 Foreclosure No
 Board of Revision No
 Land Use 471 - Dwelling Used as Retail
 (Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)
 New Construction
 Divided Property
 Routing Number

Map



Owners

Owner Address
[SLIGHTLY TOASTED LLC](#)
 11 HIGHGROVE
 NEW ALBANY OH 43054

Tax Payer Address
[SLIGHTLY TOASTED LLC](#)
 11 HIGHGROVE ST
 NEW ALBANY OH 43054

Land

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Base Rate	Unit Rate	Adjusted Rate	Appraised Value (100%)
S1 - Primary Site	0.46	0	0	0		10	10	10	\$102,190
Total	0.4600								\$102,190

Dwellings

Card	001	Exterior Wall	Frame/Siding
Number of Stories	2	Heating	Base
Style	Conventional	Cooling	Central
Year Built	1900	Basement	Pt Basement
Year Remodeled	1997	Attic	None
Rooms	8	Finished Living Area	2592
Bedrooms	4	First Floor Area	1560
Full Baths	1	Upper Floor Area	1032
Half Baths	1	Half Floor Area	0
Family Rooms	0	Finished Basement Area	0
Dining Rooms	0	Total Basement Area	112
Basement Garages	0	Fireplace Openings	0
Grade	C00	FireplaceStackCount	0
Grade Adjustment	100		
Condition	Average		

Additions

Card 1

Addition Code	Description	Base Area	Year Built
PR1	Porch Frame - Open	192	0
PR2	Porch Frame - Enclosed	20	0
CY1	Canopy Frame	48	0

Improvements

Card 1

Improvement Code	Description	Length	Width	Total Area	Year Built	Appraised Value (100%)
199	Miscellaneous	0	0	0	2019	\$69,000
525	Paving Asphalt	0	0	5,000	1985	\$2,500
Total						\$71,500

Assessed Year	2022	2021	2020
Land Value	\$102,200	\$102,200	\$102,200
CAUV Value	\$0	\$0	\$0
Improvements Value	\$182,800	\$182,800	\$113,800
Total Value (Appraised 100%)	\$285,000	\$285,000	\$216,000

Taxable Value (35% of Appraised Value)

Assessed Year	2022	2021	2020
Land Value	\$35,770	\$35,770	\$35,770
CAUV Value	\$0	\$0	\$0
Improvements Value	\$63,980	\$63,980	\$39,830
Total Value (Assessed 35%)	\$99,750	\$99,750	\$75,600

Tax Detail

Tax Rates
Full Tax Rate: 135.470000
Effective Tax Rate: 69.152967

Escrow
Escrow Prepay Program: NO
Escrow Amount Paid: 0.00

Tax Lien
Tax Lien Sold: NO

Tax History

Tax Year
(click for detail)

2022 Pay 2023

Delinquent	1st Half	2nd Half	Total Due
\$0.00	\$3,449.01	\$3,449.01	\$0.00

2022 Pay 2023 1st Half Details

	1st Half
Charge	\$6,756.57
Credit	(\$3,307.56)
Rollback	\$0.00
Reduction	\$0.00
Homestead	\$0.00
CAUV Recoupment	\$0.00
Net Tax	\$3,449.01
Special Assessment	
Penalty-Interest	\$0.00
Net Owed	\$3,449.01
Net Paid	(\$3,449.01)
Net Due	\$0.00

2022 Pay 2023 2nd Half Details

	2nd Half
Charge	\$6,756.57
Credit	(\$3,307.56)
Rollback	\$0.00
Reduction	\$0.00
Homestead	\$0.00
CAUV Recoupment	\$0.00
Net Tax	\$3,449.01
Special Assessment	
Penalty-Interest	\$0.00
Net Owed	\$3,449.01
Net Paid	(\$3,449.01)
Net Due	\$0.00

2022 Pay 2023 Delinquent Details

	Delinquent
Charge	\$0.00
Credit	\$0.00
Rollback	\$0.00
Reduction	\$0.00
Homestead	\$0.00
CAUV Recoupment	\$0.00
Net Tax	\$0.00
Special Assessment	
Penalty-Interest	\$0.00
Net Owed	\$0.00
Net Paid	\$0.00
Net Due	\$0.00

2022 Pay 2023 Total Details

	Total
Charge	\$13,513.14
Credit	(\$6,615.12)
Rollback	\$0.00
Reduction	\$0.00
Homestead	\$0.00
CAUV Recoupment	\$0.00
Net Tax	\$6,898.02
Special Assessment	
Penalty-Interest	\$0.00
Net Owed	\$6,898.02
Net Paid	(\$6,898.02)
Net Due	\$0.00

2021 Pay 2022
2020 Pay 2021
2019 Pay 2020
2018 Pay 2019
2017 Pay 2018
2016 Pay 2017

\$0.00	\$2,656.61	\$2,656.61	\$0.00
\$0.00	\$2,696.58	\$2,696.58	\$0.00
\$0.00	\$2,707.07	\$2,707.07	\$0.00
\$0.00	\$2,730.82	\$2,730.82	\$0.00
\$0.00	\$2,424.98	\$2,424.98	\$0.00
\$0.00	\$2,470.41	\$2,470.41	\$0.00

Payments

Detail:

Tax Year	Payment Date	Paid By	Amount
2022 Pay 2023	1/30/2023		\$6,898.02
2021 Pay 2022	2/4/2022	OCR	\$5,313.22
2020 Pay 2021	5/3/2021	OCR	\$2,696.58
2020 Pay 2021	1/29/2021	OCR	\$2,696.58
2019 Pay 2020	6/19/2020	OCR	\$2,707.07
2019 Pay 2020	2/10/2020	OCR	\$2,707.07
2018 Pay 2019	7/1/2019	OCR	\$2,730.82
2018 Pay 2019	2/1/2019	OCR	\$2,730.82
2017 Pay 2018	7/9/2018	OCR	\$2,424.98
2017 Pay 2018	2/7/2018	OCR	\$2,424.98
2016 Pay 2017	7/11/2017	OCR	\$2,470.41
2016 Pay 2017	2/8/2017	OCR	\$2,470.41

Total:

Tax Year	Amount
2022 Pay 2023	\$6,898.02
2021 Pay 2022	\$5,313.22
2020 Pay 2021	\$5,393.16
2019 Pay 2020	\$5,414.14
2018 Pay 2019	\$5,461.64
2017 Pay 2018	\$4,849.96

Tax Year
2016 Pay 2017

Amount
\$4,940.82

Sales

Sale Date	Sale Price	Seller	Buyer	No. of Properties
5/4/2021	\$285,000	BROTHERS SANDRA KAY (TRUSTEE)	SLIGHTLY TOASTED LLC	1
4/16/2019	\$0	BROTHERS SANDRA KAY	BROTHERS SANDRA KAY (TRUSTEE)	1
7/1/1986	\$96,500	Unknown	BROTHERS SANDRA KAY	1

Recent Sales In Area

Sale date range:

From:

06/27/2020

To:

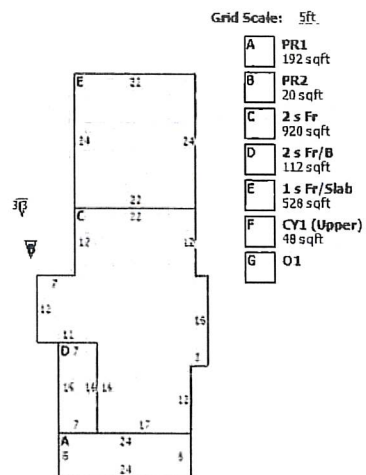
06/27/2023

1500

Feet



Sketches



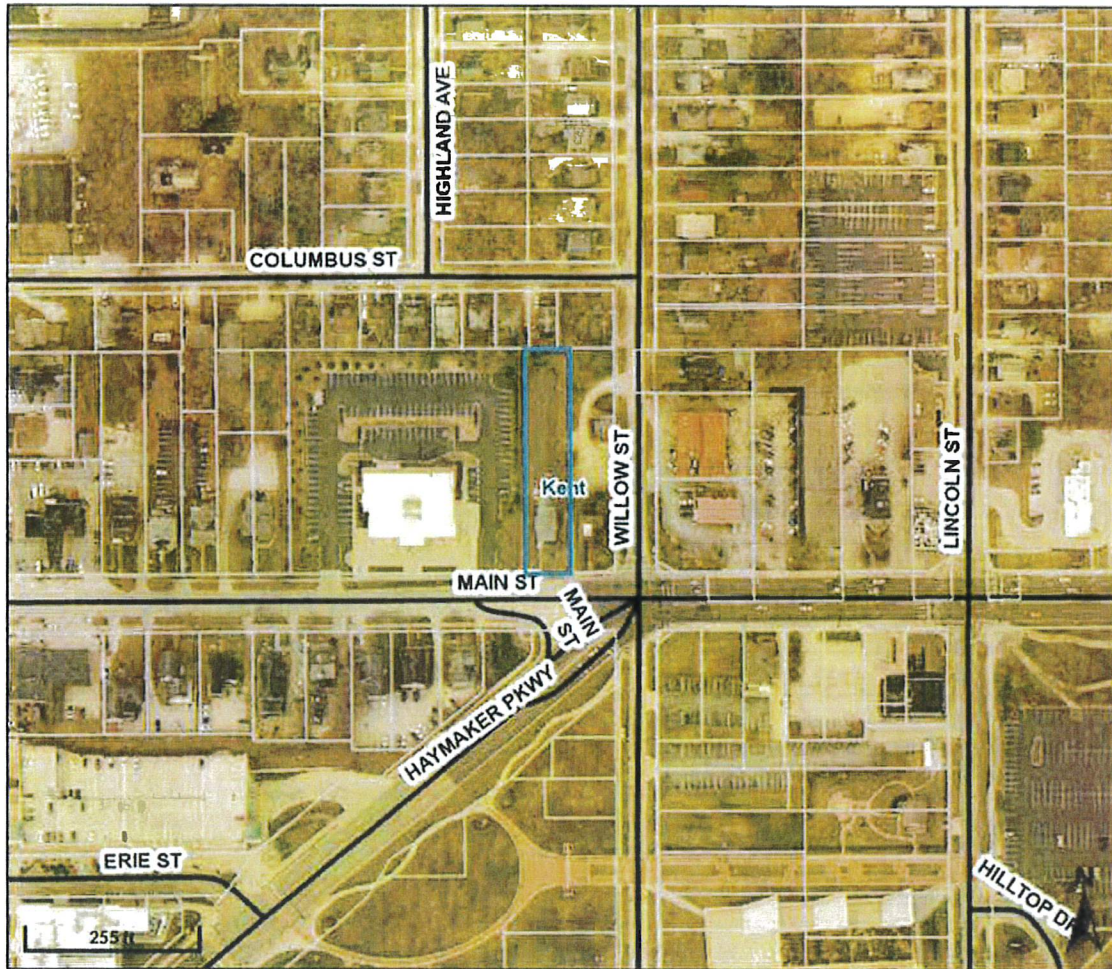
G

Tax Payments

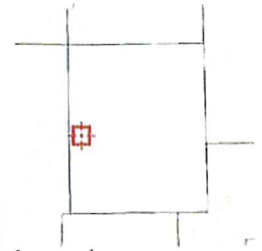
[Click here to pay Property taxes online.](#)

Property Card

No data available for the following modules: Notes, Buildings, Ag Soil, Special Assessments, Photos.



Overview



Legend

Parcels

Portage Jurisdiction

- ☐ Atwater Township
- ☐ Aurora
- ☐ Brimfield Township
- ☐ Charlestown Township
- ☐ Deerfield Township
- ☐ Edinburg Township
- ☐ Franklin Township
- ☐ Freedom Township
- ☐ Garrettsville
- ☐ Hiram
- ☐ Hiram Township
- ☐ Kent
- ☐ Mantua
- ☐ Mantua Township
- ☐ Mogadore
- ☐ Nelson Township
- ☐ Palmyra Township
- ☐ Paris Township
- ☐ Randolph Township
- ☐ Ravenna
- ☐ Ravenna Township
- ☐ Rootstown Township
- ☐ Shalersville Township
- ☐ Streetsboro
- ☐ Suffield Township
- ☐ Sugar Bush Knolls
- ☐ Tallmadge
- ☐ Windham
- ☐ Windham Township
- ☐ <all other values>

Addresses

- ☐ 0
- ☐ 1

Roads

Parcel ID
17-024-34-00-092-000
Owner

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

PARCEL(S): 32-WD, T
POR-59-2.14

This Agreement is by and between the City of Kent, Portage County, Ohio ["Purchaser"] and The Most Reverend David J. Bonnar, Bishop of the Diocese of Youngstown, as Successor Trustee ["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 \$4,555.00, 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 The Most Reverend David J. Bonnar, Bishop of the Diocese of Youngstown, as Successor Trustee, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE MOST REVEREND DAVID J. BONNAR,
BISHOP OF THE DIOCESE OF YOUNGSTOWN,
AS SUCCESSOR TRUSTEE

By: + David J. Bonnar

Date: January 11, 2024

THE CITY OF KENT, PORTAGE COUNTY, OHIO

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

Date: _____

EXHIBIT A

LPA RX 851 WD

Page 1 of 3

Rev. 06/09

Ver. Date 12/23/22

PID 112026

**PARCEL 32-WD
POR-59-2.09 (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 22 in Franklin Township, Township 3 North, Range 9 West, being part of lands described in the deed to THOMAS J. TOBIN TRUSTEE (Grantor) as recorded in Deed Volume 87 Page 288 on file in the Portage County Recorder's Office and laying on the left side of the centerline of right-of-way of Horning Road 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 East Main Street with the intersection of proposed centerline of Horning Road as shown on said right-of-way plans being East Main Street Station 149+80.96; said rod being North 86° 26' 46" East a distance of 240.51 feet from a 1 inch diameter steel rod found in a monument box at the point of curvature of East Main Street Station 147+40.34;

Thence South 00° 32' 35" West, along said centerline of proposed Horning Road, a distance of 130.68 feet to a 1 inch diameter steel rod set in a monument box at a point of curvature of said Horning Road being Station 46+74.00;

Thence along a curve to the left, along said proposed centerline, a distance of 95.09 feet to a 1 inch diameter steel rod set in a monument box at a point of compound curvature of said centerline being Station 45+78.92; said curve having a radius of 194.67 feet, a central angle of 27° 59' 07", and a chord length of 94.14 feet which bears North 14° 32' 08" West;

EXHIBIT A

LPA RX 851 WD

Page 2 of 3

Rev. 06/09

Thence along a curve to the left, continuing along said proposed centerline, a distance of 193.48 feet to a 1 inch diameter steel rod set in a monument box at a point of tangency of said centerline being Station 43+85.44;

Thence South 79° 08' 54" East, along said proposed centerline, a distance of 74.02 feet to the Grantor's westerly line being Station 43+36.11;

Thence North 00° 01' 42" West, leaving the said proposed centerline of Horning Road and along the Grantor's westerly line, a distance of 11.48 feet to the Grantor's northwesterly corner and to the existing right-of-way centerline of Horning Road as shown on said right-of-way plans being Horning Road Station 26+21.22 where a capped rebar set;

1. Thence South 69° 10' 32" East, leaving the Grantor's westerly line and along the said existing right-of-way centerline, a distance of 217.43 feet to the Grantor's northeasterly corner being Horning Road Station 24+03.08 where a capped rebar set;
2. Thence South 00° 01' 42" East, leaving the said existing right-of-way centerline and along the Grantor's easterly line, a distance of 32.10 feet to the westerly right-of-way line of said Horning Road being 30.00 feet left of Horning Road Station 23+92.37 where a capped rebar set;
3. Thence North 69° 10' 32" West, along the said westerly right-of-way line, a distance of 178.48 feet being 30.00 feet left of Horning Road Station 25+70.85 where a capped rebar set;
4. Thence North 79° 08' 54" West, leaving the said westerly right-of-way line and through the Grantor, a distance of 37.06 feet to the Grantor's westerly line and to the easterly of lands described in the deed to KENT STATE UNIVERSITY BOARD OF TRUSTEES as recorded in Instrument – on file in the Portage County Recorder's office to a capped rebar set 46.48 feet left of Horning Road Station 26+03.51;
- 5.
6. Thence North 00° 01' 42" West, along the Grantor's westerly line and along the easterly line of said KENT STATE UNIVERSITY BOARD OF TRUSTEES's lands, a distance of 38.97 feet to the **Point of Beginning**;

The above described parcel contains 0.153 acres (6648 square feet, including 0.150 acres within the present road occupied) all within Parcel Number 17-022-00-00-046-000 and subject to all legal highways and easements of record;

EXHIBIT A

LPA RX 851 WD

Page 3 of 3

Rev. 06/09

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 proposed centerline of right-of-way of Horning Road 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

Page 1 of 2

Rev. 07/09

Ver. Date 02/15/23

PID 112026

**PARCEL 32-T
POR-59-2.14 (E. MAIN STREET AREA IMPROVEMENTS)
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
REGRADE
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 22 in Franklin Township, Township 3 North, Range 9 West, being part of lands described in the deed to THOMAS J. TOBIN TRUSTEE (Grantor) as recorded in Deed Volume 87 Page 288 on file in the Portage County Recorder's Office and laying on the left side of the centerline of right-of-way of Horning Road 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 westerly line of the Grantor's at 37.58 feet left of proposed Horning Road Station 43+28.89;

1. Thence North 00° 01' 42" West, along the Grantor's westerly line, a distance of 10.77 feet being 36.42 feet left of Station 26+07.35;
2. Thence South 79° 08' 54" East, leaving the Grantor's westerly line and through the Grantor, a distance of 37.06 feet to the westerly right-of-way line of Horning Road being 30.00 feet left of Station 25+70.85;
3. Thence South 69° 10' 32" East, along said westerly right-of-way line, a distance of 178.48 feet to the Grantor's easterly line being 30.00 feet left of Station 23+92.37;
4. Thence South 00° 01' 42" East, along the Grantor's easterly line, a distance of 10.49 feet being 39.80 feet left of Station 23+88.63;
5. Thence North 35° 48' 33" West, leaving the Grantor's easterly line and through the Grantor, a distance of 16.00 feet being 31.00 feet left of Station 24+02.00;
6. Thence North 73° 34' 09" West, continuing through the Grantor, a distance of 202.11 feet to the **Point of Beginning**;

EXHIBIT A

LPA RX 887 T

Page 2 of 2

Rev. 07/09

The above-described easement contains 0.040 acres (1742 square feet, including 0.000 acres within the present road occupied) all within Parcel Number 17-022-00-00-046-000 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 existing Horning Road 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

**VALUE ANALYSIS
(\$10,000 OR LESS)**

OWNER'S NAME

The Most Reverend Thomas J. Tobin,
Bishop of the Diocese of Youngstown, as Trustee

COUNTY POR
ROUTE 59
SECTION 2.14
PARCEL NO. 32WD/T
PROJECT I.D. NO. 112026

Subject

Address/Location	Zoning	Utilities	APN(s)		
1424 Horning Road City of Kent, Portage County, OH GPS: 41.15268, -81.33842	U: University District (City of Kent)	All public utilities available	17-022-00-00-045-000 and 17-022-00-00-046-000		
			Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			1.8458 net	Acre(s)	See Comments

Comments

This property is located along the south side of Horning Road and east side of Jackson Drive at the Horning Road and Jackson Drive intersection, City of Kent, Portage County, Ohio. The subject larger parcel is improved with a special purpose building (religious assembly). The property is located in an area with a mix of residential uses, commercial uses, and Kent State University special-purpose (educational) uses. Due to the presence of the Kent State University main campus along the south side of E. Main Street between Haymaker Parkway and Horning Road, most of the development in the immediate area is supportive of, and benefits from, university-related activities. Based on the physical characteristics of the site, existing zoning, and neighborhood composition, it is concluded that a commercial use, most likely of a bank, financial institution, non-retail business, or indoor recreational variety, is the most likely use of the site as though vacant. The site size and dimensions are adequate for legal development per current requirements. Although the timing of development is not known due to market conditions, commercial development is regarded to be maximally productive and therefore the highest and best use as vacant. Due to the nature of the taking, the property is analyzed as if vacant; a highest and best use as improved analysis is not applicable.

The larger parcel is mostly rectangular in shape and contains 1.8458 acres gross and net (see note below). The property is referenced as Portage County Auditor's Parcel Numbers 17-022-00-00-045-000 and 17-022-00-00-046-000. The topography is generally level with Horning Road grade towards the northwest corner of property, and the site otherwise slopes gently downward from northwest to southeast. The subject site is not located within a high risk flood hazard area, as shown on the FEMA Flood Plain Map 39133C0138E, having an effective date of March 7, 2017. The property has unity of ownership currently in the name of The Most Reverend Thomas J. Tobin, Bishop of the Diocese of Youngstown, as Trustee.

Please note that the right of way plans show the record area of the subject property to be 1.5258 acres gross and 1.3758 acres net but only include the area for Parcel 17-022-00-00-046-000. As shown on the Portage County Auditor's site, the record area of Parcel 17-022-00-00-045-000 is 0.470 acre net. Therefore, the total area of the subject property as analyzed is 1.8458 acres net and includes the areas for Auditor's Parcel Numbers 17-022-00-00-045-000 and 17-022-00-00-046-000. This size (1.8458 acres net) is consistent with the larger parcel size as measured on the Portage County GIS website.

Comparable Sales

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	1240 Streetsboro Road (SR 303), Streetsboro, Portage County, Ohio GPS: 41.23927, -81.34850	Commercial	Broker/Agent	12/24/2020
APN(s)		Zoning	Utilities	Sale Price
350550000039011		B Business District	All public utilities available	\$670,000
				Parcel Size
				1.716 Acres
				Unit Value Indication
				\$390,443/acre

Comments

This property is located along the south side of Cleveland-East Liverpool Road (SR 14), and access is available from Streetsboro Road (SR 303) by way of Market Square Drive and from Cleveland-East Liverpool Road by way of Broad Street. The topography is level slightly below the road grade of Cleveland-East Liverpool Road. The property was vacant at the time of transfer. The parcel is slightly irregular in shape, fully usable, and was of adequate size and dimensions for legal development. The land is not located within a high risk flood hazard area. The property was purchased for commercial development of a restaurant (Freddy's Frozen Custard and Steamburgers). The property is an outlet to a commercial development known as Streetsboro Crossing, and neighborhood development includes a Lowe's Home Improvement Center, Giant Eagle supermarket, Target, KeyBank, Streetsboro Health Center, and several restaurants including Applebee's and Little Caesar's. Verified with Melissa, Assistant to Listing Agent, Zach Sogoloff, on 7/28/2023.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	5110 Fulton Drive NW, Jackson Township, Stark County, Ohio GPS: 40.84954, -81.44476	Commercial	Broker/Agent	4/26/2023
APN(s)		Zoning	Utilities	Sale Price (effective)
10016983		B3 Commercial Business District	All public utilities available	\$1,690,000
				Parcel Size
				4.3869 Acres
				Unit Value Indication
				\$385,238/acre

Comments

This property is located along the southwest side of Fulton Road NW approximately 350' northwest of the Fulton Drive NW and Everhard Road NW intersection. The topography is mostly level. There was a 13,692± SF nursery-related building on the property at the time of the transfer. Demolition costs are estimated to be \$40,000, and \$40,000 has been added to the recorded transfer price of \$1,650,000 to reflect site preparation. The parcel is irregular in shape and is of adequate size and dimensions for legal development. Access is available from both Fulton Drive NW and Everhard Road NW. The land is not located within a high risk flood hazard area. The property was purchased for commercial development of a car wash. Neighborhood development includes several restaurants (Angelio's and Slim Chicken), a Mr. Tire, Circle K, Speedway, and a Fishers Foods supermarket. A Meijer store is located approximately 1,000' southeast of this sale property along Fulton Road NW. Verified with the Listing Agent, Jared Dutton, on 7/27/2023.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	221 Applegrove Street NW, North Canton, Stark County, Ohio GPS: 40.89138, -81.40842	Commercial	Grantor\Seller	12/28/2022
APN(s)		Zoning	Utilities	Sale Price
10016564 and 10016565		Main Street North Gateway District (MS-NG)	All public utilities available	\$1,340,000
				Parcel Size
				3.88 Acres
	Unit Value Indication			
				\$345,361/acre

Comments

This property is located along the north side of Applegrove Street NW approximately 500' west of the Applegrove Street NW and N. Main Street intersection. The topography is level mostly at the road grade of Applegrove Street NW. The property was vacant at the time of the transfer. The parcel is slightly irregular in shape and fully usable from a configuration perspective. The site is of adequate size and dimensions for legal development. The land is not located within a high risk flood hazard area. The property was purchased for commercial development with a car wash. Surrounding land usage is a mix of commercial and residential in the area of the sale property, with commercial uses predominant to the east and residential uses predominant to the west. Nearby commercial development includes a Starbucks, Sherwin Williams, McDonalds, Burger King, and an Acme supermarket. A new Meijer's store is currently being constructed a short distance to the north of this property. Verified with a representative of the Grantor, Jennifer Cross, on 7/25/2023.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
4	N. Side of State Route 59, Franklin Township, Portage County, Ohio GPS: 41.15774, -81.30310	Commercial	Broker/Agent	8/31/2018
APN(s)		Zoning	Utilities	Sale Price
12-036-00-00-012-000; now 12-036-00-00-012-000 and 12-036-00-00-012-002		C-1 Local Commercial District	All public utilities available	\$800,000
				Parcel Size
				6.9285 Acres
	Unit Value Indication			
				\$115,465/acre

Comments

This property is located along the north side of Kent-Ravenna Road (SR 59) approximately 1,500' east of the Kent-Ravenna Road and Cox Avenue intersection. The topography is mostly level with the road grade. The property was vacant at the time of the transfer and of adequate size and dimensions for legal development. The parcel is mostly rectangular in shape and fully usable from a configuration perspective. The land is not located within a high risk flood hazard area. The property was replatted into two parcels and subsequently transferred in 2019 in exempt transfers. The property was purchased for commercial development of a medical office building for Akron Children's Hospital which was constructed in 2019. Surrounding land usage is a mix of commercial and residential in the area of the sale property. Nearby commercial development includes the Meadowview Square shopping complex and a Walmart. Verified with the Selling Agent, Nancy Allman-Bull, on 10/7/2019.

Overall Comments / Reconciliation

Comments

Land sales sought are those most recent, with similar value influences, and those with similar physical characteristics. Due to the lack of local market activity of vacant university-zoned land sales, it was necessary to extend the search area for relevant sales and include commercially-zoned land sales with development options generally similar to those permitted by the subject property's zoning. Regarding land and assuming all other factors equal, larger parcels typically sell for a lower price per unit than smaller parcels, and parcels with favorable frontage-to-depth ratios will typically sell for a higher per unit price than parcels with ratios less favorable. A property's zoning determines the legal use of the site. Topography is another important element of comparison because it impacts the degree of necessary site work, as well as the usability of the finished product. The presence or lack of public utilities makes a property more or less desirable, and accordingly, valuable.

The sales' non-adjusted value indications broadly range from \$115,465 to \$390,443 per acre. Each sale is relevant to the analysis due to its generally similar highest and best use. The Sales 3 and 4 properties are most similar to the subject property with regard to neighborhood development being a mix of residential and commercial uses, the Land Sales 1 and 3 properties are most similar to the subject with regard to size, the Land Sales 1 and 4 properties are the closest in proximity, and Land Sales 2 and 3 are the most recent. Considering all indicators and the differences that exist between the sales and the subject, an overall site value of \$300,000 per acre is concluded.

Reconciled Value: \$300,000 per acre

Part Taken - Land

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
32WD	0.003 acre	100%	N/A	\$300,000/acre	All Right, Title and Interest in Fee Simple, say	\$899
32-PRO	0.150 acre	100%	N/A	nominal value, say \$1	PRO (Present Road Occupied)	\$1
32T	0.040 acre	N/A	36 months	\$300,000/acre X 10% of fee X 3 years	For regrading and drive reconstruction	\$3,600
Total:						\$4,500

Part Taken - Improvements

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
32WD	Lawn	131	SF	\$0.40	N/A	\$55(R)
						\$55

Cost to Cure

Parcel # Suffix	Description	Cost to Cure
32WD/T	N/A	N/A
Total:		N/A

Preparer's Conclusion

Comments
Permanently required is Parcel 32WD which contains 0.153 acre gross and 0.003 acre net, with 0.150 acre PRO (Present Road Occupied). This parcel has no effect on the residue beyond the value of the land and site improvement taken. The Parcel 32WD net take area is situated along the Horning Road frontage between stations 25+70.85 and 26+06.79. The take area is triangular in shape and has a depth ranging from a point (0.0') to 7'±. Also required is a temporary construction easement area, denoted as Parcel 32T, which contains 0.040 acre net. The temporary easement is along the entire length of the subject property's Horning Road frontage at a depth ranging from 1' to 15'±. The temporary easement is for the purpose of performing the work necessary to regrade and drive reconstruction for 36 months from the date of entry by the City of Kent, Portage County, Ohio. All site improvements situated within existing right of way are non-compensable per Ohio Department of Transportation policies and procedures. Moreover, it is assumed that site improvements within the temporary easement area such as lawn, gravel, paved surfaces, and curbing, if any, will be replaced/restored before project completion and are not included in the compensation estimate. There is estimated to be no damage to the residue parcel.
Total Estimated Compensation:
\$4,555

FMVE Conclusion

Comments
As noted, a warranty deed fee simple taking is needed to complete the roadway project. In addition, a temporary easement is needed for the purpose of performing the work necessary to regrade and drive reconstruction for 36 months from the date of entry by the City of Kent, Portage County, Ohio.
\$4,555

Signatures

Preparer Signature	
	
Typed Name:	John D. D'Angelo, MAI
Title:	President of General Partner Ohio State Certified General Real Estate Appraiser #2001011052
Date:	9/1/2023

Agency Signature	
	
Typed Name:	James S. Bowling, PE
Title:	Deputy Service Director/Superintendent of Engineering
Date:	9/20/23

Administration Settlement

Signature			
Typed Name:		FMVE Amount:	
Title:		Additional Amount:	
Date:		Total Settlement:	
THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)			

ATTACHMENTS

Photographs of the Subject Property – Taken by Andrew Moore
 Plat Map – Aerial Image
 Right of Way Plan Sheet
 The Map of Comparable Sales
 Jurisdictional Exception Disclosure
 Appraisal Scoping Checklist
 Appraiser Disclosure Statements

PHOTOGRAPHS OF SUBJECT PROPERTY
(All subject photographs taken on August 22, 2023)



Photograph 1 – Property view from near station 26+00 (Horning Road) facing in a southerly direction



Photograph 2 – View from near station 23+90 facing in a northwesterly direction showing the Parcel 32T area

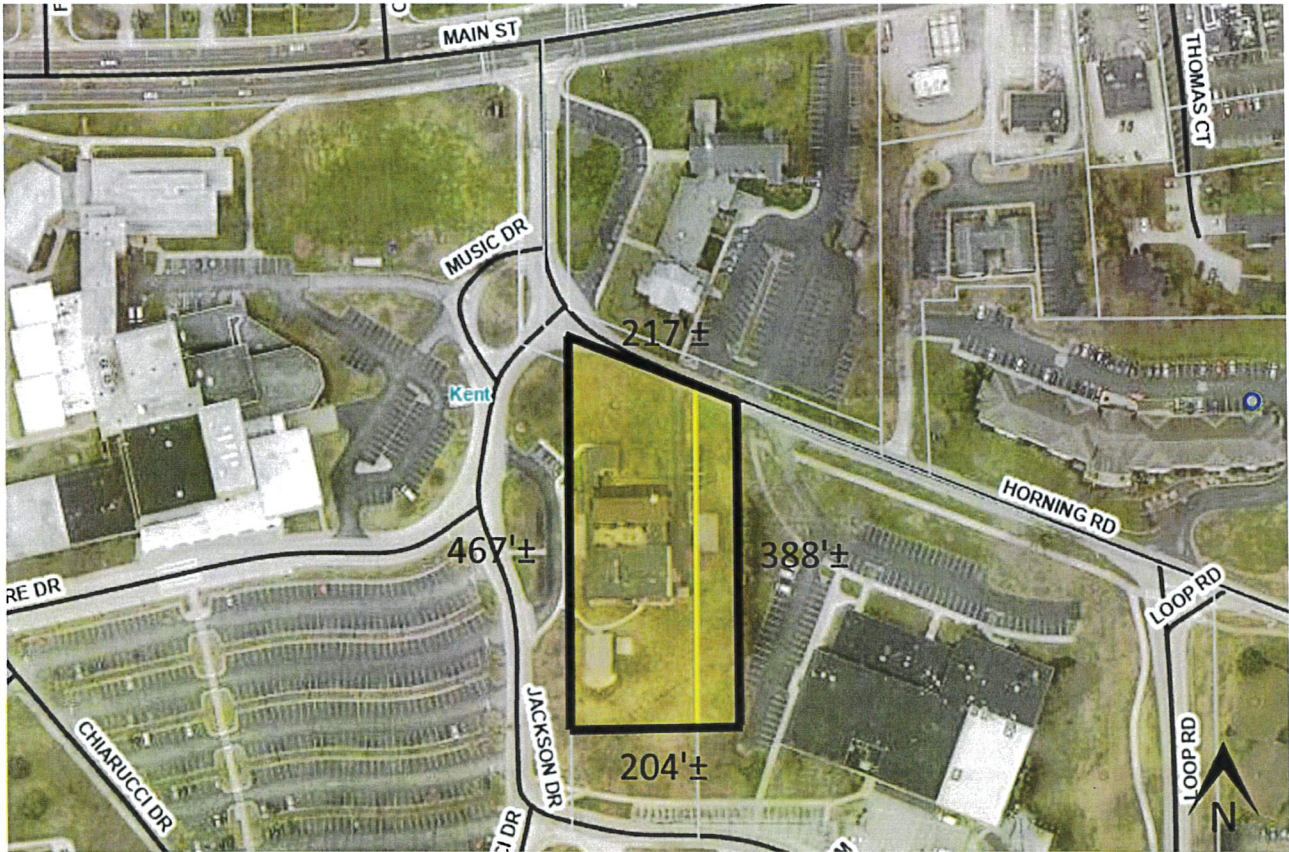
PHOTOGRAPHS OF SUBJECT PROPERTY
(All subject photographs taken on August 22, 2023)



Photograph 3 – View from near station 43+30 facing in a southeasterly direction showing the Parcel 32WD and 32T areas; lawn is a take item

PLAT MAP - AERIAL IMAGE

Larger Parcel: 1.8458 acres net
Auditor's Parcel Nos. 17-022-00-00-045-000 and 17-022-00-00-046-000

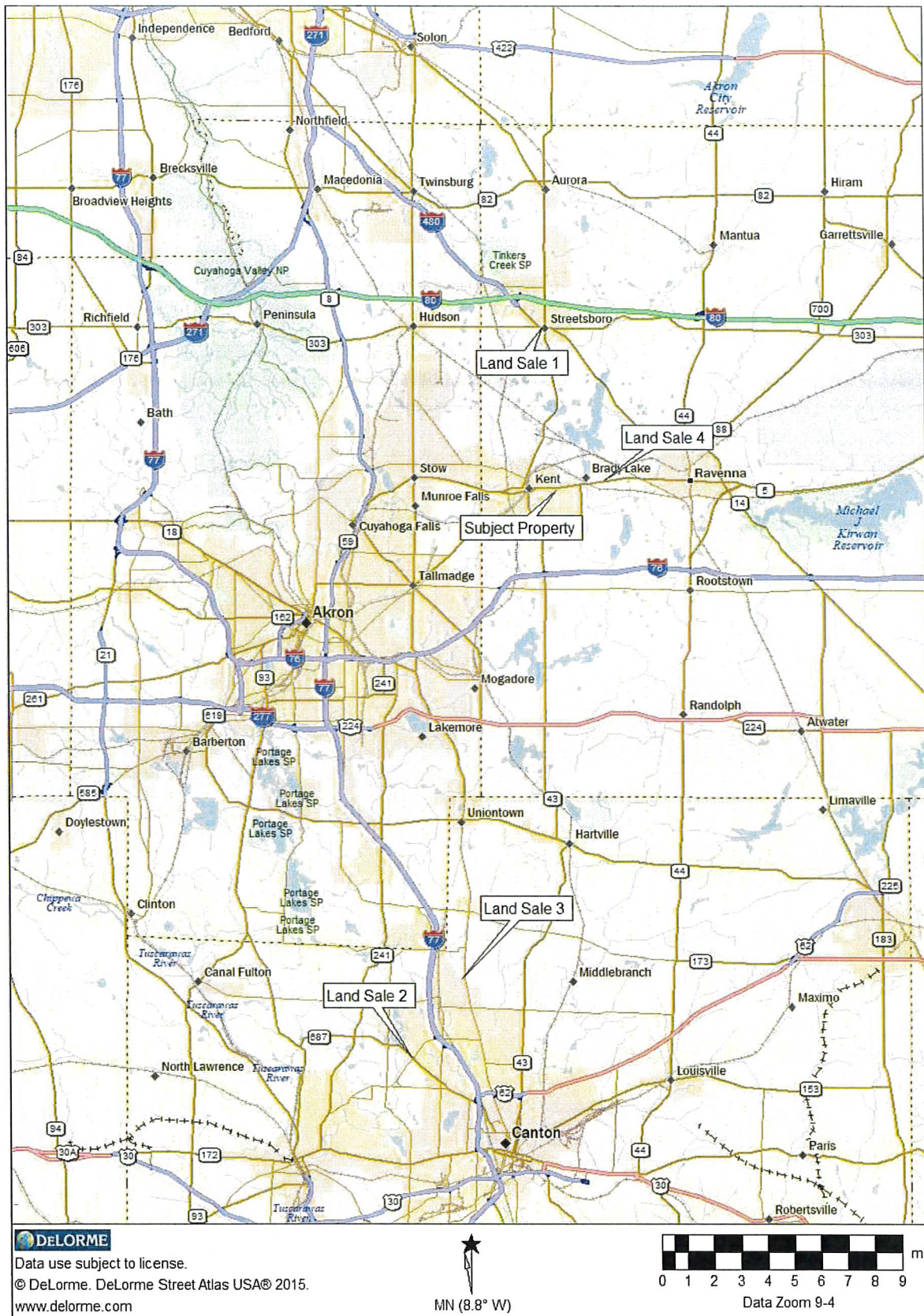


Source: Portage County GIS

[illegible]

CONSTITUTION NUMBER
ES RIGHT OF WAY ENCROACHMENT

COMPARABLE LAND SALES LOCATION MAP



JURISDICTIONAL EXCEPTION DISCLOSURE

VALUE ANALYSIS REPORT

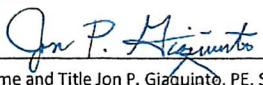
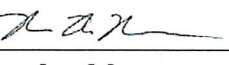
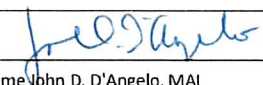
This Value Analysis was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is in compliance with Section 4200.02 of The Appraisal Operating Manual (6-4-2019) of the Ohio Department of Transportation's (ODOT) Office of Real Estate. This report is also in compliance with Federal Public Law 91-646 as amended by Public Law 100-17 49 known as the Uniform Relocation and Real Property Acquisition Policies Act, Title III, Section 301, (2), United States Code 42 USC Ch. 61 Sec. 4651 (2) and the Code of Federal Regulations 49CFR 24.102 (c)(2)(A) as well as the Ohio Revised Code 163.59 (C) and the Ohio Administrative Code Section 5501:2-5-06 (B)(3)(b)(ii)(a) for the provisions for waiver of appraisals. The part or parts of USPAP which have been disregarded are Standards 1-4, since this assignment is not considered to be an appraisal or appraisal review. Refer to Advisory Opinion 21 of USPAP for illustration of the relationship between "valuation services" and "appraisal practice." The legal authority which justifies this action was cited above under Federal and State law for the waiver of appraisal provision. The Value Analysis report format was developed by ODOT in accordance with the waiver of the appraisal provision in both the Federal and State laws cited above. By definition, the Value Analysis Report format is not an appraisal when it is used in accordance with the Policies and Procedures of ODOT.

The appraisal waiver rule adopted by the FHWA allows agencies to determine when an appraisal is not needed if they first determine that the valuation problem was uncomplicated and has an estimated value less than the low value defined in the rule. As such, the information provided in the development of the approved report format is not considered an appraisal. This specified service was prepared by a disinterested and unbiased third party within the scope of the certificate holder's certification in compliance with Ohio Revised code 4763.12.



John D'Angelo, MAI
Ohio State Certified General Real Estate Appraiser #2001011052

APPRAISAL SCOPING CHECKLIST

Owners Name		County	PORTAGE
THOMAS J. TOBIN, TRUSTEE		Route	59
		Section	2.14
		Parcel No.	32- WD, T
		Project ID No.	112026
Appraisal Scope			
Partial or total acquisition			Partial
Ownership			
Whole parcel determination is complex			No
RE-95 will be required			No
RE 22-1 Apportionment will be required			No
Title report has non-typical appraisal issues (i.e. tenants, fractured ownership, atypical easements)			No
Regulation			
Significant zoning or legal regulations are impacting acquisition			No
Property is not compliant with legal regulations in the before or after			No
R/W and Construction Plans			
Significant improvements are in the acquisition area (or impacted)			No
Significant impact to site improvements (landscaping, vegetation, or screening)			No
Significant utilities (i.e. well, septic, service lines, etc.) are in the acquisition area (or impacted)			No
Significant issues due to elevation change, topography, or flood plain			No
Conclusion			
Parcel acquisition cost estimate amount (\$10,000 VA limit or \$65,000 VF limit)			< \$10,000
Anticipated damages (access, proximity, internal circuitry, change H&B use, etc.) are expected			No
Cost-to-Cure should be considered			No
Specialized Report (parking, drainage, circuitry, etc.) should be considered			No
Appraisal Format Conclusion			VA with review
Explanation of appraisal problem. Include discussion of any "Yes" responses above			
This is a simplistic taking. Parcel 32-WD will take via Warranty Deed 0.153 acres gross, including 0.150 acres PRO for a net take of 0.003 acres, being a small triangular shaped tract of land at the northwest corner of the subject property along Horning Road. Parcel 32- T is a temporary construction easement (36 months duration) containing 0.040 acres, being a 0' to 12' wide strip of land along the subject's Horning Road frontage, for grading. The residue property is not impacted by the taking.			
Signatures			
Agency Approval by Signature, Title, and Date Typed Name		7-27-2023	
	Name and Title Jon P. Gjaquinto, PE, Senior Engineer, City of Kent	Date	
Review Appraiser Signature and Date		7/25/2023	
	Name Bruce B. Bowman	Date	
Appraiser Acknowledgement	I have reviewed the right of way plans and other pertinent parts of the construction plans, have driven by the subject, have reviewed this scoping document and I have independently performed my own appraisal problem analysis. I am in agreement regarding the valuation problem, the determination of the complexity of this problem, and I agree that the recommended format is appropriate for use during the acquisition phase of this project.		
Appraiser Signature and Date		8/1/2023	
	Name John D. D'Angelo, MAI	Date	

In compliance with Ohio Revised Code Section 4763.12

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser

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APPRAISER DISCLOSURE STATEMENT

In compliance with Ohio Revised Code Section 4763.12

1. Name of Appraiser John D. D'Angelo

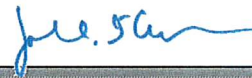
2. Class of Certification/Licensure: X Certified General
 Licensed Residential
 Temporary General Licensed

Certification/License Number: 2001011052

3. Scope: This report X is within the scope of my Certification or License.
 is not within the scope of my Certification or License.

4. Service Provided by: X Disinterested & Unbiased Third Party
 Interested & Biased Third Party
 Interested Third Party on Contingent Fee Basis

5. Signature of person preparing and reporting this Value Analysis



This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser

State of Ohio
Department of Transportation
Division of Real Estate
Appraiser Section
Cleveland (216) 787-3100

TITLE REPORT



C/R/S	POR-59-2.14
PARCEL	32-WD, T
PID	112026

☐ 42 YEAR REPORT ☒ ABBREVIATED REPORT ☒ UPDATE

INSTRUCTION:

- (1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated". The City of Kent expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.
- (2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) FEE OR OTHER PRIMARY OWNERS

Name	Marital Status (Spouse's Name)	Interest
The Most Reverend Thomas J. Tobin, Bishop of the Diocese of Youngstown, as Trustee	N/A	Fee Simple, Full Interest

The Most Reverend David J. Bonnar, Bishop of the Diocese of Youngstown, as Successor Trustee

Mailing Address: 1424 Homing Road 144 W. Wood Street
Kent, OH 44240 Youngstown, OH 44503

Phone Number

Property Address: 1424 Homing Road
Kent, OH 44240

*See Item #4

(2) BRIEF DESCRIPTION OF SUBJECT PREMISES

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Current Deed: Vol. 87, Pg. 288 (Attached)

Franklin Township and Kent City, Lot 22, containing 1.53 acres

*This legal contains additional lands not included in this search

APN: 17-022-00-00-046-000 (0.2000 Acres) In take, 17-022-00-00-045-000 (0.47 Acres) Contiguous

(3-A) MORTGAGES, LIENS AND ENCUMBRANCES

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
None Found		

(3-B) LEASES

Name & Address	Commercial/Residential	Term
None Found		

(3-C) EASEMENTS

Name & Address	Type
None Found	

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

~~*Thomas J. Tobin is no longer the Bishop of the Diocese of Youngstown~~

*See attached Affidavits of Successor Trustee filed in #200723079 and #202105097 (both attached), showing the succession from Bishop Thomas J. Tobin to Bishop George V. Murray, and George V. Murray to Bishop David J. Bonnar. David J. Bonnar is the current Bishop of the Diocese of Youngstown.

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Portage City: Kent School District: Kent CSD

AUD. PAR. NO(S)	Land – 100%	Building – 100%	Total – 100%	Taxes per ½ year
17-022-00-00-046-000				\$2,212.21 per half
In Take	\$15,000.00	\$167,800.00	\$182,800.00	2022 paid in full
17-022-00-00-045-000				
Contiguous	\$35,300.00	\$14,600.00	\$49,900.00	Exempt

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes: ☐ No: ☒
Comments:

This Title Report covers the time period from 2/1/1996 to 7/14/2023. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 32-WD, T and presently standing in the name of The Most Reverend Thomas J. Tobin, Bishop of the Diocese of Youngstown, as Trustee, as the same are entered upon the several public records of Portage County.

Date & Time 7/14/23 7:59 AM (am/pm)

Signed Abby Vilyus

Print Name Abby Vilyus

UPDATE TITLE BLOCK

This Title Report covers the time period from 7/14/2023 to 1/15/2024. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 32-WD, T and presently standing in the name of The Most Reverend David J. Bonnar, Bishop of the Diocese of Youngstown, as Successor Trustee, as the same are entered upon the several public records of Portage County.

Date & Time 1/15/2024 7:59 AM (am/pm)

Signed

Print Name

Abby Vilyus

Comments from the agent who prepared the Title Update: Title updated to reflect change in ownership, change in mailing address and the addition of a note in item #4. No other changes found.

DIST 4 CRS POR-59-2.14

PARCEL 32-WD, T

PID 112026

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Description & Remarks				
The Most Reverend James W. Malone, Bishop of the Roman Catholic Diocese of Youngstown	The Most Reverend Thomas J. Tobin, Bishop of Diocese of Youngstown, as Trustee	2/1/1996	2/22/1996 2:58 PM	Vol. 87, Pg. 288	Exempt	Warranty Deed
		Fee Simple, Full Interest Franklin Township and Kent City, Lot 22, containing 1.53 acres				
		*This legal description contains additional lands not included in this search				

wp Acco

RECEIVED FOR RECORD
AT 14:58:06 AM/PM

9603292.4224

87-288-302
PIERCE, FENNER & SMITH

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: THAT,

INDEXED

✓
WHEREAS, THE MOST REVEREND JAMES W. MALONE, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF YOUNGSTOWN, as successor to JAMES W. MALONE, APOSTOLIC ADMINISTRATOR OF SUCH DIOCESE, the Grantor herein, now holds title to, and is the owner of certain real estate, situated in the counties of Ashtabula, Columbiana, Mahoning, Portage, Stark and Trumbull, of the State of Ohio, which said counties constitute the Roman Catholic Diocese of Youngstown, hereinafter referred to as the Diocese of Youngstown, as created by the Holy See, and which said Diocese is a Suffragan See of the Metropolitan Church of Cincinnati; and

WHEREAS, the said Grantor owns and holds all of said real estate in Trust, on separate Trusts, for the Diocese of Youngstown and for various congregations, institutions and agencies of the Diocese of Youngstown; and

WHEREAS, THE MOST REVEREND JAMES W. MALONE was appointed Apostolic Administrator of the said Diocese of Youngstown, and in accordance with the Code of Canon Law, and the Rules, Regulations and Discipline of the Roman Catholic Church, his powers and authority are set forth and designated by Apostolic Decree, issued by Pope Paul VI, dated January 22, 1966; and

WHEREAS, the said JAMES W. MALONE, Apostolic Administrator, acquired title to the real estate herein conveyed from Emmet M. Walsh, Bishop of Diocese of Youngstown by Warranty Deed dated February 28, 1966, recorded in Volume 796, Page 454, of the records of Portage County; and

WHEREAS, JAMES W. MALONE was appointed Bishop of the Diocese of Youngstown to succeed JAMES W. MALONE as Apostolic Administrator of the Diocese of Youngstown, by Apostolic Decree dated May 2, 1968, issued by Pope Paul VI, and thereby succeeded to the title of all real estate owned by said Apostolic Administrator in trust for such Diocese and for various congregations, institutions and agencies thereof, in the counties of the Diocese of Youngstown, namely, Ashtabula, Columbiana, Mahoning, Portage, Stark and Trumbull; although no formal conveyance was executed to effect such transfer.

0087-0288

WHEREAS, THOMAS J. TOBIN was appointed Bishop of The Diocese of Youngstown to succeed JAMES W. MALONE as such Bishop by Apostolic Decree dated December 5, 1995, issued by Pope John Paul II; and

WHEREAS, pursuant to the Rules, Regulations, Canons and Discipline of said Roman Catholic Church, the said JAMES W. MALONE, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and as APOSTOLIC ADMINISTRATOR, desires to convey all of said real estate in said counties unto the said THOMAS J. TOBIN, BISHOP OF THE DIOCESE OF YOUNGSTOWN, by the execution and delivery to him of this Deed, hereby conveying all real estate owned by the Grantor in Portage County, as Bishop of the Diocese of Youngstown or Apostolic Administrator of said Diocese, and by the execution and delivery to him of similar deeds, respectively conveying unto him all real estate, owned by the Grantor in each of the aforesaid other Counties of the Diocese; and

WHEREAS, the said THE MOST REVEREND JAMES MALONE is one and the same person as THE MOST REVEREND JAMES W. MALONE, by which latter name he is customarily known;

NOW THEREFORE, in consideration of the foregoing and One Dollar (\$1.00) and other good and valuable considerations, to him paid by THE MOST REVEREND THOMAS J. TOBIN, BISHOP of the said DIOCESE OF YOUNGSTOWN, the receipt whereof is hereby acknowledged, and pursuant to the Rules, Regulations, Canons and Discipline of the Roman Catholic Church, the said JAMES W. MALONE as Bishop of the Diocese of Youngstown, and JAMES W. MALONE, as Apostolic Administrator thereof, as Trustees, on separate trusts for the Diocese of Youngstown and for the various designated congregations, institutions and agencies of the said Diocese of Youngstown, does in both capacities hereby GIVE, GRANT, TRANSFER AND CONVEY unto the said THE MOST REVEREND THOMAS J. TOBIN, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and to his successors as Ordinary, as Coadjutor Bishop or Bishop of the Diocese of Youngstown, as the case may be, his and their successors and assigns forever, as Trustee, the following described premises, situated in the County of Portage, State of Ohio, to wit:

All real estate, lands, tenements and hereditaments whatsoever, situated in Portage County, Ohio, and owned by the Grantor as Apostolic Administrator or Bishop of the Diocese of

Youngstown, or held in his name, in trust, for the use and benefit of the Roman Catholic Church, or of the said Diocese of Youngstown, or of any congregation, institution or agency of said Church or Diocese, whether his title as such Bishop or Apostolic Administrator or any Trust appears or not on the face of the instrument through which he derived ownership or which is of record, including, but without thereby limiting the generality of this conveyance, the specific parcels identified by lot or parcel number on the addendum attached hereto and all real estate, lands, tenements and hereditaments whatsoever which are situated in the said County of Portage, State of Ohio, and which as appears from the records of said County, stand at said date in the name of JAMES MALONE; JAMES W. MALONE, JAMES W. MALONE, BISHOP OF YOUNGSTOWN, JAMES W. MALONE, BISHOP OF THE DIOCESE OF YOUNGSTOWN; THE MOST REVEREND JAMES W. MALONE, BISHOP OF THE DIOCESE OF YOUNGSTOWN; JAMES W. MALONE, AS BISHOP OF THE ROMAN CATHOLIC DIOCESE OF YOUNGSTOWN, OHIO; JAMES W. MALONE, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF YOUNGSTOWN; JAMES W. MALONE, APOSTOLIC ADMINISTRATOR OF THE DIOCESE OF YOUNGSTOWN, and/or JAMES MALONE OR JAMES W. MALONE, followed by any similar designation whatsoever; together with all buildings, structures and improvements situated upon said premises and all easements, rights, privileges, and appurtenances whatsoever which belong to or appertain to said premises;

AND the said THOMAS J. TOBIN, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and his successors, as Ordinary, Coadjutor Bishop or Bishop of the Diocese of Youngstown, as the case may be, his and their successors and assigns forever, are TO HAVE AND TO HOLD said real estate and all of the estate, title and interest of the said JAMES W. MALONE, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and Apostolic Administrator of said Diocese, and as Trustee, and all of the aforesaid buildings, structures, improvements, easements, rights, privileges and appurtenances thereto belonging, and all rent, issues and profits arising therefrom, in Trust, on separate Trusts, under the Rules, Regulations, Canons and Discipline of the Roman Catholic Church, primarily for the use and benefit of the several congregations, institutions, and agencies of the said Diocese of Youngstown, for which same are now owned and held.

In the event that, at any time in the future, the primary purpose of any such trust should

wholly fail, or be wholly abandoned, or in the event that the said THE MOST REVEREND THOMAS J. TOBIN, BISHOP OF THE DIOCESE OF YOUNGSTOWN, or any successor to him as Apostolic Administrator, as Ordinary, as Coadjutor Bishop or Bishop of the said Diocese of Youngstown, as the case may be, his and their successors and assigns forever, should determine that any part of the rents, issues and profits arising from any such trust property is not needed for such primary purpose, then the said THE MOST REVEREND THOMAS J. TOBIN, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and his successors, as Apostolic Administrator, or as Coadjutor Bishop or Bishop of the said Diocese of Youngstown, as the case may be, his and their successors and assigns forever, are TO HAVE AND TO HOLD all of said real estate (or such part of said real estate, or of its rents, issues and profits, as said Bishop, or his successors as aforesaid, shall determine to be not needed for any such primary purpose) in Trust, for such other diocesan, charitable, religious and educational purpose or purposes, to be administered under the Rules, Regulations, Canons and Discipline of the Roman Catholic Church, as said THE MOST REVEREND THOMAS J. TOBIN, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and his successors as Apostolic Administrator, as Ordinary, as Coadjutor Bishop, or Bishop of the said Diocese of Youngstown, as the case may be, his and their successors and assigns forever, may direct and designate by written instrument.

And whenever, at any time hereafter, in the judgment of said THE MOST REVEREND THOMAS J. TOBIN, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and his successors, as Apostolic Administrator, as Ordinary, as Coadjutor Bishop or Bishop of said Diocese of Youngstown, as the case may be, said judgment being exercised in accordance with the Rules, Regulations, Canons and Discipline of the Roman Catholic Church, it may become necessary for the benefit, respectively, of such Diocese or of any of the congregations, institutions or agencies of the said Diocese of Youngstown, whose properties are covered by this instrument, or for the better accomplishment of the purposes for which such Trusts were created or which may arise hereunder, to transfer, convey or sell, free of such trust, or to mortgage, lease or encumber said real estate, or any part thereof, then full, complete and unconditional power is hereby conferred by the said JAMES W. MALONE, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and JAMES W. MALONE,

Apostolic Administrator of the Diocese of Youngstown, Grantor, as aforesaid, upon said THOMAS J. TOBIN, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and his successors as Apostolic Administrator, as Ordinary, as Coadjutor Bishop, or Bishop of the Diocese of Youngstown, as the case may be, his and their successors and assigns forever, to make any such transfer, conveyance or sale free of such trust, or to mortgage, lease or encumber the same without resorting to any Court for authority so to do. The terms of any such transfer, sale, mortgage, lease or incumbrance are to be within the discretion of said Bishop, or his successors as Apostolic Administrator, as Ordinary, as Coadjutor Bishop or Bishop, of the said Diocese of Youngstown, as the case may be, so making the same, said discretion to be exercised in accordance with the Rules, Regulations, Canons and Discipline of the Roman Catholic Church. All proceeds of any such sale, mortgage, lease or incumbrance, and any property in which such proceeds, or any part thereof, may be invested, shall be subject to the same Trusts that are imposed herein upon, and to the same powers of sale, mortgage, lease and encumbrance that are herein conferred with reference to, the real estate hereinabove described and mentioned.

All deeds, mortgages, leases and incumbrances which recite that they are made by said THE MOST REVEREND THOMAS J. TOBIN, BISHOP OF THE SAID DIOCESE OF YOUNGSTOWN, or his successors, as Apostolic Administrator, as Ordinary, as Coadjutor Bishop or Bishop of the said Diocese as the case may be, his and their successors and assigns forever in pursuance of the said powers herein conferred, shall be deemed to convey unimpeachable titles to grantees, lessees, mortgagees, and shall be absolutely valid and binding against and upon the cestui que trust under this Deed; and all persons dealing under said powers with said THE MOST REVEREND THOMAS J. TOBIN, BISHOP OF THE SAID DIOCESE OF YOUNGSTOWN, and his successors as Apostolic Administrator, as Ordinary, as Coadjutor Bishop, or Bishop of the said Diocese of Youngstown, as the case may be, his and their successors and assigns forever, are hereby forever relieved, and released, first, from looking or inquiring into the soundness, legality or validity of the judgment or discretion exercised by said THE MOST REVEREND THOMAS J. TOBIN, BISHOP OF THE SAID DIOCESE OF YOUNGSTOWN, his successors as Apostolic Administrator or as Ordinary, as Coadjutor Bishop or Bishop of said Diocese of Youngstown as the case may be, his and their successors and assigns forever, in making any transfer, sale, mortgage,

lease or encumbrance, authorized herein, or in prescribing the terms thereof; and, secondly, from looking to the application of purchase, mortgage, rent or other monies arising from the exercise by said Bishop, or any of his successors as Apostolic Administrator, as Ordinary, as Coadjutor Bishop or as Bishop of said Diocese of Youngstown, as the case may be, of the powers herein conferred.

And the said JAMES W. MALONE, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and JAMES W. MALONE, Apostolic Administrator, as aforesaid, in order to make full assurance of the title to the premises herein transferred and conveyed, does hereby covenant with the said THE MOST REVEREND THOMAS J. TOBIN, BISHOP OF THE SAID DIOCESE OF YOUNGSTOWN, and his successors as Apostolic Administrator, as Ordinary, as Coadjutor Bishop or Bishop of the Diocese of Youngstown, as the case may be, his and their successors and assigns forever, that he is the true and lawful owner of the premises herein transferred and conveyed; that he has full power to convey the same; that the title herein conveyed by him is clear, free and unincumbered, from and by any act and deed of his, other than as hereinafter excepted; and further, that the, said JAMES W. MALONE, BISHOP OF THE DIOCESE OF YOUNGSTOWN, and as Apostolic Administrator, will warrant and defend the aforesaid premises against any and all persons whomsoever, claiming by, through, from or under him, or any act or deed of his, save and except mortgage liens and other charges, if any, placed against the above described property by said JAMES W. MALONE, as Bishop of the Diocese of Youngstown, JAMES W. MALONE, Apostolic Administrator of such Diocese or any of his predecessors as such Bishop, in his or their Official and Trust Capacity, for the use and benefit of the Diocese of Youngstown or the several congregations, institutions, and agencies of the said Diocese of Youngstown, for which the same are now respectively owned and held; and save and except all taxes and assessments against said property, now due and payable, and those to become due and payable; all of which Grantee herein, THE MOST REVEREND THOMAS J. TOBIN, BISHOP OF THE DIOCESE OF YOUNGSTOWN, on behalf of himself and his successors, as Apostolic Administrator, as Ordinary, as Coadjutor Bishop or Bishop of the Diocese of Youngstown, as the case may be, his and their successors and assigns forever, as Trustee for such individual trusts only and not personally, does hereby assume and agree to pay.

IN WITNESS WHEREOF, THE MOST REVEREND JAMES W. MALONE, BISHOP OF
THE DIOCESE OF YOUNGSTOWN, AND THE MOST REVEREND JAMES W. MALONE, AS
APOSTOLIC ADMINISTRATOR OF THE DIOCESE OF YOUNGSTOWN, has hereunto set his
hand, at Youngstown, Ohio, this 1st day of February, in the year of our Lord,
One Thousand Nine Hundred and Ninety-six.

Signed and acknowledged in the
presence of:

John M. Newman
John H. O'Hanlon
John A. DeMarinis
John M. Newman
John H. O'Hanlon

James W. Malone
James W. Malone, Bishop of the Diocese
of Youngstown,
James W. Malone
James W. Malone, Apostolic Administrator
of the Diocese of Youngstown

STATE OF OHIO)
) SS
COUNTY OF MAHONING)

BE IT REMEMBERED, that on this 1st day of February, in the year
of our Lord One Thousand Nine Hundred and Ninety-six, before me, the subscribed, a Notary Public
in and for said county personally came THE MOST REVEREND JAMES W. MALONE, BISHOP
OF THE DIOCESE OF YOUNGSTOWN, Unmarried, the Grantor in the foregoing deed, and
acknowledged the signing thereof to be his voluntary act and deed, individually and as Bishop of the
Diocese of Youngstown, and as Apostolic Administrator of the Diocese of Youngstown, predecessor
in interest, for the uses and purposes therein mentioned.

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

John M. Newman
Notary Public

This instrument prepared by:
Atty. John M. Newman
Newman, Olson & Kerr
1200 Metropolitan Tower
Youngstown, OH 44503



JOHN M. NEWMAN
Attorney at Law
Notary Public
Permanent Commission

AURORA

- | | |
|--|---|
| 1) 03-018-00-00-004-000
03-018-00-00-004-001
Malone, James | Lot 18, SD 23 & 24 8.50ac
Deed Volume 600 Pg 433 |
| 2) 03-19-00-00-050-000
Malone, James | Lot 19 3.63ac
Deed Volume 600 Pg 433 |

FRANKLIN TOWNSHIP & KENT CITY

- | | |
|---|---|
| 1) 17-022-00-00-045-000
Roman Catholic Bishop
of Youngstown | Kent Lot 22 .47ac
Deed Volume 612 Pg 521 |
| 2) 17-022-00-00-046-000
17-022-00-00-047-000
Malone, James | Kent Lot 22 1.53ac
Deed Volume 612 Pg 521 |
| 3) 17-024-20-00-087-000
Malone, James | Kent Lot 24, Blk 11, Sublots 11,
12, 13, 14, 15 & 16
Deed Volume 472 Pg 251 |
| 4) 17-024-20-00-088-000
17-024-20-00-089-000
Malone, James | Kent Lot 24, Blk 11, Sublots 17,
18, 19 & 20
Deed Volume 472 Pg 251 |
| 5) 17-024-20-00-089-001
Malone, James | Kent Lot 24, Blk 11, Sublots 20
& 21, .96ac
Deed Volume 735 Pg 419 |
| 6) 17-024-20-00-090-000
Malone, James | Kent Lot 24, Blk 11, Sublots 21,
22, 23, 24 & 25, South 70 ft
Deed Volume 472 Pg 251 |
| 7) 17-024-20-00-090-001
Malone, James | Kent Lot 24, Blk 11, Sublots 26
& 27, South part
Deed Volume 853 Pg 226 |
| 8) 17-024-20-00-090-002
Malone, James | Kent Lot 24, Blk 11, Sublots 28
& 29, East 10 ft & South 49 ft
Deed Volume 775 Pg 532 |
| 9) 17-024-34-00-007-000
17-024-34-00-007-001
Malone, James | Kent Lot 24, SD 23 .80ac
Deed Volume 488 Pg 173 |

0087 Pg 0296

- 10) 17-024-34-00-008-000
Malone, James
Kent Lot 24, SD 20 .06ac, .12ac
& .93ac
Deed Volume 558 Pg 239, Volume
526 Pg 312 & Volume 534 Pg 179
- 11) 17-024-34-00-023-000
17-024-34-00-024-000
Malone, James
Kent Lot 24, Sublot 44 & part of
Sublot 43 (8' x 42'),
Pleasantview Allotment
Deed Volume 789 Pg 579
- 12) 17-024-34-00-025-000
Malone, James
Kent Lot 24, South half of
Sublot 41 and all of 42,
Pleasantview Allotment
Deed Volume 721 Pg 82

NOTE: One two acre parcel (17-042-10-00-039-000) is shown in the name of Catholic Cemetary. However, in conversations with both the cemetary personnel and parish secretary, we were told that the church gave up this piece to the City of Kent around 1963 and is no longer responsible for upkeep nor do they receive revenue from it.

GARRETTSVILLE

- 1) 19-002-00-00-091-000
Malone, James
Lot 1 SD 7 N .91ac
Deed Volume 472 Pg 251
- 2) 19-002-00-00-087-000
19-002-00-00-088-000
19-002-00-00-089-000
19-002-00-00-090-001
Malone, James
Lot 1 Part of Crane's Allot,
Sublot 1 (Plat Vol 3 Pg 4)
Deed Volume 472 Pg 251
- 3) 19-002-00-00-085-000
Malone, James W Bishop
Pratt Sublot 179
Deed Volume 1038 Pg 897
- 4) 19-002-00-00-086-000
Malone, James W Bishop
Pratt Sublot 180
Deed Volume 1038 Pg 897

MANTUA TOWNSHIP

- 1) 23-028-00-00-014-002
Malone, Bishop James
Lot 28 1.28ac & .14ac
Deed Volume 658 Pg 33
- 2) 23-034-00-00-009-000
23-034-00-00-010-000
Malone, James
Lot 34 NE 59.07ac
Deed Volume 796 Pg 454 &
Volume 658 Pg 33
- 3) 23-034-00-00-009-001
Malone, James Apostol
Sublot 10 St Joe's SD
1.62ac
Deed Volume 796 Pg 454 &
Volume 658 Pg 33

0087 Pg 0296

MANTUA VILLAGE

- | | |
|--|--|
| 1) 24-034-10-00-062-000
Malone, James | Lot 34 .93ac & .11ac
Deed Volume 658 Pg 33 |
| 2) 24-035-20-00-027-000
Malone, James | Lot 35 SD 36 & 38, 2.57ac
Deed Volume 658 Pg 33 |

NELSON TOWNSHIP

- | | |
|--|---|
| 1) 25-033-00-00-006-000
Malone, James | Lot 33 .75ac
(Note: Tax map shows property
in the name of Joseph Schrems,
Auditor shows in the name of
Malone, James) |
|--|---|

PARIS TOWNSHIP

- | | |
|--|---|
| 1) 27-021-00-00-021-000
Malone, James | Lot 21 10ac cemetary on
McClintocksburg Rd |
|--|---|

RAVENNA

- | | |
|---|--|
| 1) 31-361-13-00-061-000
Malone, James | Orig SD 77 W30x90
Deed Volume 756 Pg 376 |
| 2) 31-361-13-00-054-000
Malone, James | South part of Orig SD 78
Deed Volume 788 Pg 421 |
| 3) 31-361-13-00-053-000
Malone, James | Orig SD 187
Deed Volume 472 Pg 251 |
| 4) 31-361-13-00-052-000
Malone, James | Orig SD 188 & 198
Deed Volume 472 Pg 251 |
| 5) 31-361-13-00-018-001
31-361-13-00-018-000
Malone, James
Malone, James Apostol | Lot 61 .24ac F50
Deed Volume 472 Pg 251 |
| 6) 31-361-13-00-017-000
Malone, James | Lot 61 F86
Deed Volume 472 Pg 251 |
| 7) 31-305-10-00-231-000
Malone, James | Lot 5 1.50ac SD 16
Mill Rd
Deed Volume 472 Pg 251 |
| 8) 31-305-10-00-230-000
Malone, James | Lot 5 4.74ac SD 14 & 15
Mill Road
Deed Volume 472 Pg 251 |

Vol 0087 Pg 0297

- 9) 31-361-13-00-062-000
Malone, James
- 10) 31-361-13-00-089-000
Malone, James Apostol
- 11) 31-361-13-00-083-000
Malone, James Apostol
- 12) 31-361-13-00-019-000
Malone, James W Bishop

Orig SD 78 N 60x90 & 15
ft Alley
Deed Volume 756 Pg 376

Lot 61 SD 81 & W 1/2 of 80
Deed Volume 818 Pg 428

Orig SD 179R, replat Vol 35
Pg 30 .13ac
Deed Volume 572 Pg 507

Lot 61 SD 8 .30ac
Deed Volume 472 Pg 251

RANDOLPH TOWNSHIP

- 1) ~~28-060-00-00-014-000~~
Saint Joseph Holding Co
- 2) 28-060-00-00-014-000
Malone, James
- 3) 28-060-00-00-013-000
28-060-00-00-016-000
28-060-00-00-014-006
28-060-00-00-014-005
28-060-00-00-014-004
28-060-00-00-014-003
28-060-00-00-014-002
28-060-00-00-014-001
28-060-00-00-028-000
Malone, James
- 4) 28-060-00-00-012-000
Malone, James
- 5) 28-060-00-00-017-000
Malone, James

Lot 60 2.33ac
Deed Volume 622 Pg 47

Lot 60 1.75ac
Deed Volume 658 Pg 689

Lot 60 near total of 18.20ac
Deed Volume 472 Pg 251

not owned by
D. O. Oese -
Knights of
Columbus Hall

ROOTSTOWN TOWNSHIP

- 1) 32-036-00-00-007-000
Malone, James
- 2) 32-036-00-00-006-002
32-036-00-00-006-001
32-036-00-00-006-003
32-036-00-00-006-000
Malone, James
- 3) 32-036-00-00-005-000
Malone, James Apostol

Lot 36 1.52ac
Deed Volume 706 Pg 382

Lot 36 23.66ac

Deed Volume 584 Pg 293

Lot 36 .13ac
Deed Volume 340 Pg 27

0087 P41298

- 4) 32-036-00-00-004-000 Lot 36 1.32ac
Malone, James Apostol Deed Volume 472 Pg 251
- 5) 32-036-00-00-003-001 Lot 36 triangle
Malone, James Apostol Deed Volume 472 Pg 251
- 6) 32-036-00-00-003-000 Lot 36 1.49ac
Malone, James Apostol Deed Volume 399 Pg 371

STREETSBORO

- 1) 35-057-00-00-043-001 Lot 58 13.16ac
35-057-00-00-043-000 Deed Volume 729 Pg 647
35-057-00-00-042-000
Malone, James Apostol
Malone, James
- 2) 35-057-00-00-041-000 Lot 57 4.12ac
Malone, James Deed Volume 729 Pg 647

WINDHAM TOWNSHIP

- 1) 41-046-00-00-001-001 Lot 47 .86ac
41-046-00-00-001-002 Deed Volume 536 Pg 290
Malone, James Apostol
Malone, James
- 2) 41-046-00-00-001-000 Lot 47 1.16ac
Malone, James Deed Volume 536 Pg 522

TRANSFERRED
SRO.319.54(P.2) 37.50
SRO.319.202

FEB 22 1996

Janet E. Spavento
PORTAGE COUNTY AUDITOR

2-21-96	TAX MAP DEPT.
LEGAL DESCRIPTION	
☒ SUFFICIENT	☐ DEFICIENT
☒ NO DIVISION OF LAND	

VOL 0087 Pg 299

VEREABILI SCIENTIAE EPISCOPO FACIENS IN ILLO DEVICENSIS SIMILIQUE CLAUSTRARI THIRISTINI DITIONIS PITS- FUNDENSIS, PASTORI LEGITIME PRACALTO VACANTI EPISCOPO SEDI YOUNGSTONIENSIS, SALUTEM ET CONSOLIDAM DEORATIONEM. Nos remita qua possumus vos pastoralis vestra diligentia atque festinatione consulere gravissimum cupimus dilectissimi regis YOUNGSTONIENSIS NACSSATIBUS, hoc ipso die quo priore ipsius moderate ac recte Vereabilis Scitae Jacobus Villadmus salone sua facessit sponte, novum ad eandem sedem destinavit episcopum ordinatum, qui per hoc sapienter sciat illius electi ac populi fideles dirigere salutare nec ad continentem vitam caliditate ibidem renovationem maioremque us- que istius ecclesiae confirmationem. Et enim libenter ipsam copiamus, Vereabilis Scitae, quam res ab hunc annos ad episcopale in ecclesia accessimus opus colligimusque successorum episcoporum, cuiusque cumulat brevis tempore necnon apostolatus et episcopalis proximis praebere cum animi gaudio ac solacio cognovimus. Deonum vero in ad-

0087 0300

manus hoc gubernanda diocesis munus esse iam attribuit, ex sententia Congregationis pro Episcopis, pro apostoli-
cae potestatis vestrae plenitudine, omnibus re prius ecclesiae utilitatis devicentis abominis vinctis necnon officii-
is erga regem Christibugentem atque legitime transfecit peccatoribus memoratae . . . qui cum di-
pastorem positos in annos, rebus eodem tempore universis iuribus de perisligis ac iumentis pariter singulis mun-
bus et obligationibus, quae cum soli Vestrae opere in ecclesia secundum canones sacros confecerunt. Dum humani-
ter moneamus re ut primo quoque tempore congrueret cunctis eundem suum populum de hac vestra nominatione docendum
in Domino similiter collocemur in duplicatio pastoralis nro fervore totius in amantem diligenterque regis YOUNGSTONIEN-
sis curationem incumbat, neque de hoc tibi caelestis praesentia diffida robora ac solacia, gratiamque ad hanc egpli-
candem indeviam pernecessaria, modo si eadem ista sacerdoti tua perisligis pace. Datum Romae, apud S. Petrum die
quinto mensis Decembris, anno Domini millesimo nonagesimo quinto, Pontificatus Vestri devicentis-
simo.

Joannes Villadmus

Dignemur Sani Robor. Apopt.

JOHN PAUL,
BISHOP
SERVANT OF THE SERVANTS OF GOD

TO THE VENERABLE BROTHER THOMAS TOBIN, UP TO NOW TITULAR BISHOP OF NOVICA AND ALSO AUXILIARY OF THE DIOCESE OF PITTSBURGH, APPOINTED ACCORDING TO LAW SHEPHERD OF THE VACANT EPISCOPAL SEE OF YOUNGSTOWN, HEALTH AND APOSTOLIC BLESSING.

EVER SINCE ITS FORMER ORDINARY, THE VENERABLE BROTHER JAMES WILLIAM MALONE, SUBMITTED HIS RESIGNATION, WE HAVE DESIRED WITH AS GREAT A PASTORAL ATTENTIVENESS AND DISPATCH ON OUR PART AS POSSIBLE TO PROVIDE FOR THE VERY WEIGHTY NEEDS OF THE VERY BELOVED FLOCK OF YOUNGSTOWN AND TO APPOINT TO THIS SAME SEE A NEW ORDINARY, WHO HENCEFORTH WILL WISELY KNOW HOW TO DIRECT THE SAVING PATH OF ITS CLERGY AND FAITHFUL TOWARDS A CONTINUOUS RENEWAL OF CATHOLIC LIFE THERE AND A GREATER STRENGTHENING OF THAT CHURCH.

TO BE SURE, WE GLADLY TURN OUR THOUGHTS TO YOU, VENERABLE BROTHER: THREE YEARS AGO WE SUMMONED YOU TO THE EPISCOPAL WORK IN THE CHURCH AND THE COLLEGE OF THE SUCCESSORS OF THE APOSTLES, AND WITH JOY AND SOLACE OF SOUL WE KNOW VERY WELL THE MERITS OF YOUR APOSTOLATE AND EPISCOPAL ZEAL ACCUMULATED IN A SHORT TIME.

THEREFORE, JUDGING YOU NOW TO BE SUITABLE FOR THIS GREATER OFFICE OF GOVERNING A DIOCESE, ACCORDING TO THE OPINION OF THE CONGREGATION FOR BISHOPS, BY VIRTUE OF THE FULLNESS OF OUR APOSTOLIC AUTHORITY, WE ABSOLVE YOU FROM ALL BONDS OF THE PRIOR TITULAR CHURCH OF NOVICA AND OBLIGATIONS TOWARDS THE FLOCK OF PITTSBURGH AND DULY TRANSFERRING YOU WE APPOINT YOU HEREAFTER SHEPHERD OF THE ALREADY MENTIONED DIOCESE, AT THE SAME TIME WITH ALL RIGHTS AND PRIVILEGES GRANTED AND EQUALLY INDIVIDUAL OBLIGATIONS IMPOSED, WHICH ACCORDING TO THE SACRED CANONS BELONG TO SUCH A WORK IN THE CHURCH AS THAT OF ORDINARY. WHILE WE KINDLY INSTRUCT YOU TO TAKE CARE TO INFORM AT THE FIRST OPPORTUNITY IN AN APPROPRIATE MANNER YOUR PEOPLE ABOUT THIS OUR

At 0087 p.0301

APPOINTMENT, WE LIKEWISE EXHORT IN THE LORD THAT WITH TWICE AS MUCH PASTORAL FERVOR YOU APPLY YOURSELF TO THE LOVING AND DILIGENT CARE OF THE ENTIRE FLOCK OF YOUNGSTOWN AND THAT YOU NEVER DISTRUST THAT YOU WILL BE LACKING THE PROTECTION, STRENGTH AND CONSOLATION FROM ON HIGH, SO NECESSARY FOR THE UNFOLDING OF YOUR DAILY ACTIVITY, IF ONLY YOU SEEK THEM FOR YOURSELF WITH YOUR PRIESTLY PRAYER.

GIVEN AT ROME, AT SAINT PETER'S, ON THE FIFTH DAY OF THE MONTH OF DECEMBER, IN THE YEAR OF THE LORD ONE THOUSAND NINE HUNDRED AND NINETY-FIVE, THE EIGHTEENTH OF OUR PONTIFICATE.

JOHN PAUL II

Re. Robert J. Siffert
Chancellor
Diocese of Youngstown

2/6/96

WIL 0087 P0302

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AFFIDAVIT OF SUCCESSOR TRUSTEE

RECEIVED FOR RECORD

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STATE OF OHIO)
) SS
COUNTY OF MAHONING)

The Most Reverend George V. Murry, SJ, in his capacity as Bishop of The Roman Catholic Diocese of Youngstown, after first being duly sworn, states the following:

1) The Roman Catholic Diocese of Youngstown ("Diocese") is comprised of the following counties in Ohio: Ashtabula, Columbiana, Mahoning, Portage, Stark and Trumbull;

2) Thomas J. Tobin was installed as the Bishop of the Diocese on February 2, 1996;

3) In his capacity as Bishop of the Diocese, Thomas J. Tobin did acquire and hold title to all of the real property of the Diocese ("Trust Property") in trust pursuant to the civil law of the State of Ohio as announced in *Mannix, Assignee v. Purcell*, et al, 46 Ohio St. 102 (1888) and pursuant to the Code of Canon Law for the Roman Catholic Church;

4) According to Canon 381 and Canon 427 of the Code of Canon Law for the Roman Catholic Church, the right to administer diocesan property, as well as to hold title to it, is entrusted to the care of the Diocesan Bishop or Diocesan Administrator. Canon Law imposes upon the Diocesan Bishop or Diocesan Administrator the primary right and responsibility to hold title to diocesan property, not individually, but as Trustee, as well as the obligation to administer the property of his Diocese. He acts in the person of the Diocese in all its juridical transactions according to Canon 393 of the Code of Canon Law.

5) On March 31, 2005, Bishop Thomas J. Tobin was appointed by his Holiness Pope John Paul II as Bishop of Providence and on that date ceased being the Bishop of the Diocese of Youngstown and became the Diocesan Administrator. On May 31, 2005, Bishop Tobin was installed as Bishop of Providence and on that same date, he no longer served the Diocese of Youngstown as Bishop or Diocesan Administrator;

6) On June 2, 2005, Monsignor Robert J. Siffrin was duly elected by the College of Consultors of the Diocese as the Diocesan Administrator, with all faculties. Monsignor Siffrin served as Diocesan Administrator until the installation of Bishop George V. Murry, SJ, as the fifth Bishop of the Diocese.

7) On January 30, 2007, George V. Murry, SJ was duly appointed Bishop of The Roman Catholic Diocese of Youngstown by his Holiness Pope Benedict XVI. A copy of the English translation of his appointment is attached hereto.

8) On the 28th day of March, 2007, George V. Murry, SJ was, pursuant to such appointment, duly and lawfully installed as Bishop of The Roman Catholic Diocese of Youngstown and took possession thereof. Upon installation as Bishop of the Diocese of Youngstown, Bishop Murry holds title to, as Successor Trustee, and administers all real property of the Diocese and all of the buildings, structures, improvements, easements, rights, privileges and appurtenances thereto belonging and all rent, issues and profits arising

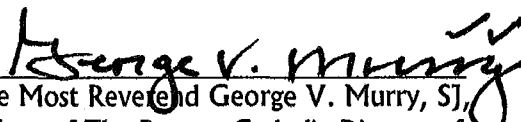
therefrom, in trust, in accordance with the Code of Canon Law for the Roman Catholic Church, primarily for the use and benefit of the several congregations, institutions and agencies of the Diocese, for which some are now owned and held.

9) The said affiant further states that the purpose of this affidavit and the recording of same, is not to serve as a conveyance of the Trust Property because title is already preserved in the Trust, but to give actual notice to the world of the installation of Bishop George V. Murry, SJ to the office of Bishop of the Diocese with all the appropriate and necessary faculties, on March 28, 2007, in accord with Canon 421 of the Code of Canon Law for the Roman Catholic Church.

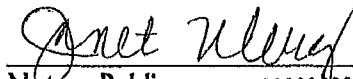
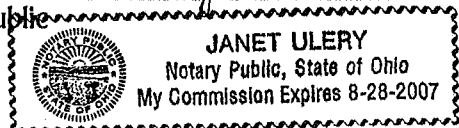
10) The record of succession noted hereinafter properly reflects the chain of title to church real property located in the Diocese, as held by each Bishop or Diocesan Administrator, not personally, but as Successor Trustee for the benefit of the particular congregation, institution, or agency of said Diocese.

11) The official papal document formally establishing the Roman Catholic Diocese of Youngstown was issued at Vatican City State on May 15, 1943. The first Bishop of The Roman Catholic Diocese of Youngstown was James McFadden, who was installed on July 23, 1943. The second Bishop of The Roman Catholic Diocese of Youngstown was Emmet Walsh, who was installed on November 16, 1952. The third Bishop of The Roman Catholic Diocese of Youngstown was James W. Malone who was appointed Apostolic Administrator on January 22, 1966 and installed as Bishop of the Diocese on May 2, 1968. The fourth Bishop of The Roman Catholic Diocese of Youngstown was Thomas J. Tobin, who was installed on February 2, 1996. On June 2, 2005, Monsignor Robert J. Siffrin was elected to serve as Diocesan Administrator until the installation of Bishop George V. Murry, SJ. In each instance as Bishop or Diocesan Administrator, each is made Successor Trustee.

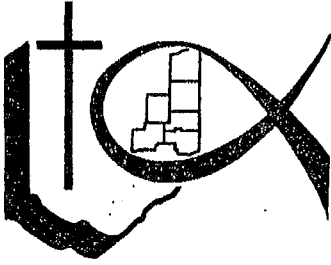
Further affiant sayeth naught.


The Most Reverend George V. Murry, SJ,
Bishop of The Roman Catholic Diocese of
Youngstown

Sworn to and subscribed before me this 25 day of June, 2007.


Notary Public


This instrument prepared by:
Atty. Mary Beth Houser
Newman, Olson & Kerr
11 Federal Plaza Central, Ste. 1200
Youngstown, OH 44503

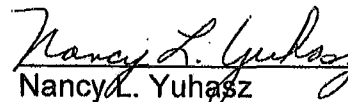


CATHOLIC DIOCESE OF YOUNGSTOWN

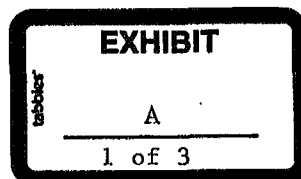
144 W. Wood Street
Youngstown, OH 44503
Phone: (330) 744-8451
Fax: (330) 742-6448

By means of this document, I hereby certify that on March 28, 2007, in the presence of the College of Consultors of the Diocese of Youngstown (Msgr. Michael Cariglio, Msgr. James A. Clarke, Rev. Charles W. Crumbley, Msgr. John H. DeMarinis, Msgr. John C. Finnigan, Rev. Ronald M. Klingler, Msgr. Robert J. Siffrin, Rev. Raymond J. Thomas, Msgr. John A. Zuraw), the Most Reverend George V. Murry, S.J., took possession of the Diocese of Youngstown in accordance with canon 382, §2 and 3 of the Code of Canon Law. This took place in St. Columba Cathedral in Youngstown with the clergy and faithful in attendance. The Most Reverend Pietro Sambi, Apostolic Nuncio to the United States, presented the Apostolic Letter to me for inspection by the College of Consultors. Bishop Murry was formally installed at the Cathedra by Archbishop Sambi and Archbishop Daniel Pilarczyk, Metropolitan Archbishop of Cincinnati and the Province of Ohio.

Given at the Chancery Office, Youngstown, Ohio, this 29th Day of March, 2007.


Nancy L. Yuhasz
Chancellor


Notary



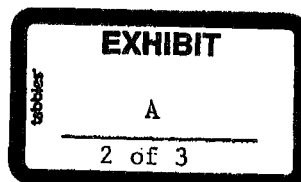
**BENEDICT
BISHOP
SERVANT OF THE SERVANTS OF GOD**

TO THE VENERABLE BROTHER GEORGE VANCE MURRY, S.J., UNTIL NOW BISHOP OF SAINT THOMAS IN THE VIRGIN ISLANDS, TRANSFERRED TO THE DIOCESE OF YOUNGSTOWN, GREETINGS AND APOSTOLIC BLESSING.

WE, WHO HAVE SUCCEEDED IN THE PLACE OF BLESSED PETER, TAKE GREAT CARE IN SELECTING APPROPRIATE SHEPHERDS AND IN ASSIGNING THEM TO EACH PARTICULAR CHURCH, WHEN IT IS VACANT. IN OUR DESIRE TO PROVIDE FITTINGLY FOR THE CATHEDRAL SEE OF YOUNGSTOWN, WHICH IS VACANT, OWING TO THE TRANSFER OF HIS EXCELLENCY THE MOST REVEREND THOMAS J. TOBIN, YOU, VENERABLE BROTHER, ENDOWED AS YOU ARE WITH OUTSTANDING QUALITIES AND MUCH SKILL IN SACRED MATTERS, SEEMED SUITABLE TO GUIDE IT.

THEREFORE, ACCEPTING THE OPINION OF THE CONGREGATION FOR BISHOPS, BY THE SUPREME APOSTOLIC AUTHORITY, WE RELEASE YOU FROM THE BOND OF THE DIOCESE OF SAINT THOMAS IN THE VIRGIN ISLANDS, AND WE APPOINT YOU BISHOP OF YOUNGSTOWN, TOGETHER WITH ALL THE RIGHTS AND OBLIGATIONS. INDEED, WE MANDATE THAT THE CLERGY AND THE PEOPLE OF YOUR SEE BE INFORMED ABOUT THIS LETTER; AND WE EXHORT THEM TO RECEIVE YOU WITH A JOYFUL SPIRIT AND TO GIVE SUPPORT TO YOUR INITIATIVES.

FINALLY, VENERABLE BROTHER, IT IS OUR PRAYER THAT THE PARACLETE SPIRIT, WITH ITS SEVENFOLD GIFTS, MAY ALWAYS BE WITH YOU, SO THAT, AIDED BY THEM, TOGETHER WITH THE INTERCESSION OF THE VIRGIN MARY, MOTHER OF THE CHURCH, YOU MAY SO NOURISH THE FAITHFUL ENTRUSTED TO YOUR CARE THAT THEY MAY BE AUTHENTIC WITNESSES OF CHRIST THE REDEEMER AND HIS GOSPEL, BOTH IN WORD AND, ESPECIALLY, IN DEED, ACCORDING TO THE SAYING OF OUR PREDECESSOR SAINT GREGORY THE GREAT: "FOR THE TRUE BELIEVER PRACTICES WHAT HE BELIEVES." (HOMILY 26,9: PL 76,1202).

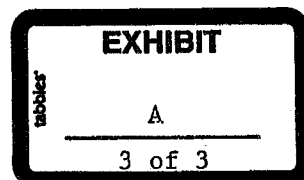


MAY THE GRACE OF GOD BE ALWAYS WITH YOU AND WITH THE ECCLESIAL
COMMUNITY OF YOUNGSTOWN, SO VERY DEAR TO US.

GIVEN AT ROME, AT ST. PETER'S, ON THE THIRTIETH DAY OF THE MONTH
OF JANUARY, IN THE YEAR OF THE LORD TWO THOUSAND SEVEN, THE
SECOND OF OUR PONTIFICATE.

BENEDICT PP. XVI

Leonardo Erriquenz,
Protonotary Apostolic



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Recorded: 03/09/2021 at 11:45:00 AM
Fee Amt: \$74.00 Page 1 of 7
Portage County Ohio
Lori Calceel County Recorder
File **202105097**

AFFIDAVIT OF SUCCESSOR TRUSTEE

STATE OF OHIO)
) SS:
COUNTY OF MAHONING)

The Most Reverend David J. Bonnar, in his capacity as Bishop of The Roman Catholic Diocese of Youngstown, after first being duly sworn, states the following:

1) The Roman Catholic Diocese of Youngstown ("Diocese") comprises the following counties in Ohio: Ashtabula, Columbiana, Mahoning, Portage, Stark and Trumbull;

2) George V. Murry was installed as the Bishop of the Diocese on March 28, 2007;

3) In his capacity as Bishop of the Diocese, George V. Murry did acquire and hold title to all of the real property of the Diocese ("Trust Property") in trust pursuant to the civil law of the State of Ohio as announced in *Mannix, Assignee v. Purcell*, et al, 46 Ohio St. 102 (1888) and pursuant to the Code of Canon Law for the Roman Catholic Church;

4) According to Canon 381 and Canon 427 of the Code of Canon Law for the Roman Catholic Church, the right to administer Diocesan property, as well as to hold title to it, is entrusted to the care of the Diocesan Bishop or Diocesan Administrator. Canon Law imposes upon the Diocesan Bishop or Diocesan Administrator the primary right and responsibility to hold title to Diocesan property, not individually, but as trustee, as well as the obligation to administer the property of his Diocese. He acts in the person of the Diocese in all its juridical transactions according to Canon 393 of the Code of Canon Law.

5) On June 5, 2020, the episcopal see became vacant upon the death of Bishop George V. Murry;

6) On June 8, 2020, Monsignor Robert J. Siffrin was duly elected by the College of Consultors of the Diocese as the Diocesan Administrator, with all power of the Diocesan Bishop. Monsignor Siffrin served as Diocesan Administrator until the installation of Bishop David J. Bonnar, as the sixth Bishop of the Diocese;

7) On November 17, 2020, David J. Bonnar was duly appointed Bishop of The Roman Catholic Diocese of Youngstown by his Holiness Pope Francis. A copy of the Papal Bull appointing him, with its English translation, is attached hereto as Exhibit A;

8) On January 12, 2021, David J. Bonnar was, pursuant to such appointment, duly and lawfully installed as Bishop of The Roman Catholic Diocese of Youngstown and took possession thereof. Upon installation as Bishop of the Diocese of Youngstown, Bishop Bonnar holds title to, as Successor Trustee, and administers all real property of the Diocese and all of the buildings, structures, improvements, easements, rights, privileges, and appurtenances thereto belonging and all rent, issues, and profits arising therefrom, in trust, in accordance with the Code of Canon Law for the Roman Catholic Church, primarily for the use and benefit of the several congregations, institutions, and agencies of the Diocese, for which some are now owned and held.

9) The said affiant further states that the purpose of this affidavit, and the recording of same, is not to serve as a conveyance of the Trust Property because title is already preserved in the Trust, but to give actual notice to the world of the installation of Bishop David J. Bonnar to the office of Bishop of the Diocese with all the appropriate and necessary faculties, on January 12, 2021, in accord with Canon 382 of the Code of Canon Law for the Roman Catholic Church.

10) The record of succession noted hereinafter properly reflects the chain of title to church real property located in the Diocese, as held by each Bishop or Diocesan Administrator, not personally, but as Successor Trustee, for the benefit of the particular congregation, institution, or agency of said Diocese;

11) The official papal document formally establishing The Roman Catholic Diocese of Youngstown was issued at Vatican City State on May 15, 1943. The first Bishop of The Roman Catholic Diocese of Youngstown was James McFadden, who was installed on July 23, 1943. The second Bishop of The Roman Catholic Diocese of Youngstown was Emmet Walsh, who was installed on November 16, 1952. The third

Bishop of The Roman Catholic Diocese of Youngstown was James W. Malone, who was appointed Apostolic Administrator on January 22, 1966 and installed as Bishop of the Diocese on May 2, 1968. The fourth Bishop of The Roman Catholic Diocese of Youngstown was Thomas J. Tobin, who was installed on February 2, 1996. On June 2, 2005, Monsignor Robert J. Siffrin was elected to serve as Diocesan Administrator until the installation of Bishop George V. Murry. The fifth Bishop of The Roman Catholic Diocese of Youngstown was George V. Murry, who was installed on March 28, 2007. On June 8, 2020, Monsignor Robert J. Siffrin was elected to serve as Diocesan Administrator until the installation of Bishop David J. Bonnar. In each instance as Bishop or Diocesan Administrator, each is made Successor Trustee.

FURTHER AFFIANT SAYETH NAUGHT.

+ David J. Bonnar

The Most Reverend David J. Bonnar,
Bishop of The Roman Catholic Diocese
of Youngstown

SWORN TO AND SUBSCRIBED BEFORE ME this 18th day of March, 2021.

Robert S. Fulton

Notary Public

This instrument prepared by:

Robert S. Fulton, Esq.
Manchester Newman & Bennett
201 E. Commerce Street, Atrium Level 2
Youngstown, OH 44503
Ph: (330) 743-1171



ROBERT S. FULTON
Attorney at Law
Notary Public
Permanent Commission

FRANCISCUS EPISCOPUS SERVUS SERVORUM DEI

Dilectio Filio Davidi Josepho Bonnac, eccleco Diocesis Pittsburgensis ibique hactenus curationi paroc-
ciae Deo in honorem sancti Glidani in oppido v.d. Wexford dicatae, Episcopo Youngstoniensis nominato, salu-
tem et Apostolicam Benedictionem. Pollentes virtutibus atque hoc nostra habentes in consuetudine, quod, si
cut in omni vita nostra pauperum propeamus esse consolatores, ita plene contendimus fieri egenorum repara-
tores et caritatis beneficii distributores ~ est Concadus de Macbuzgo, et Ad Pontificem, anno 1252, apostolatus of-
ficium omni studio decet nos in Ecclesia adimplere, ut misericordiae dominicae Evangelique muneris christifide-
libus opportune provideatur profectus. Cui pastoralis navitatis inrui fundamentum, paterna dilectione ad spiritu-
ales mentem flectimus necessitates gregis Youngstoniensis, qui, vacans post prium obitum postremi sacrorum Anti-
stasis sui Venerabilis Fratris Georqui Vance Murey, S.J., novum suum expectat Pastorem ac vitae dioecesanæ
moderatorem. De te ergo, dilecte Fili, cogitavimus, qui humanarum sacerdotiumque dotum tecumque agendam
peccatae tuis in officiis excedendis ita te ostendisti ornameto suffultum, ut idoneus Nobis videreas haec ad munia exe-
cenda. Deinde, audito consilio Congregationis pro Episcopis, Apostolicae Nostrea auctoritatis plenitudine, te
Episcopum Youngstoniensem constituimus, debitis datis iuribus congruisque impositis obligationibus.
Ordinationem episcopalem ubi extra Alebem, servatis liturgicis normis, a catholico Episcopo suscipere po-
teris, praemissis fidei professione et iureiurando fidelitatis erga Nos Successoresque Nostros, secundum sacros
canones. Hoc de Nostro decreto edoceas volumus clericum et populum huius ecclesialis communitatis, quam toto
corde adhortamur, ut te habeat dilatato corde custodem et magistrum. De tua semper navitate, dilecte Fili, fecius
carpant fideles, quibus praestet Deus misericordiarum, ut, tua ducti moderatione, impleantur in omnem pleni-
tudinem Dei ~ est Eph 3, 17, delicias appetentes quae modo pectunguntur per Crucem. Datum Romae, Lateca-
ni, die decimo septimo mensis Novembris, anno Domini bis millesimo vicesimo, Pontificatus Nostri octavo.

Franc.



Leonardus Sapsen, Pres. Aji.

EXHIBIT A

Our Lady of Mount Carmel Basilica

343 VIA MT. CARMEL
YOUNGSTOWN, OHIO 44505

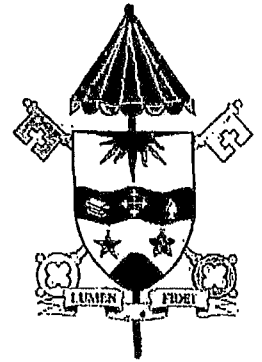
VERY REV. MSGR.
MICHAEL J. CARIGLIO, JR.
Pastor/Rector

TELEPHONE
330-743-4144

FAX
330-743-1035

E-MAIL
olmc343@aol.com

www.olmcsta.com



PAPAL BULL

FRANCIS

Bishop

SERVANT OF THE SERVANTS OF GOD

To Our beloved Son David Joseph Bonnar, a priest of the Diocese of Pittsburgh and, until now, entrusted for the pastoral care of the parish in honor of Saint Aiden for the glory of God, located in Wexford, Pennsylvania, and nominated to be appointed as Bishop of Youngstown, we extend our greetings and Apostolic Blessing.

Being strong in virtue and formed in this habit, we hasten with the entirety of our lives to be friends of the poor. We strive fully to become restorers of the destitute and distributors of the benefices of charity (cf. Conrad of Marburg, *Ad Pontificem*, anno 1232). It requires that our apostolic office in the Church with full deliberation is accomplished; in the way that there is provided perfectly the practices of the Lord's mercy and the service of the Gospel for Christ's faithful.

With this as a most important foundation and with fatherly love We now turn Our attention to the spiritual needs of the Flock of Youngstown, which, is vacant due to pious death of its former Ordinary, Our Venerable Brother George Vance Murry, a member of the Society of Jesus, and awaits its new Shepherd and moderator of diocesan life.

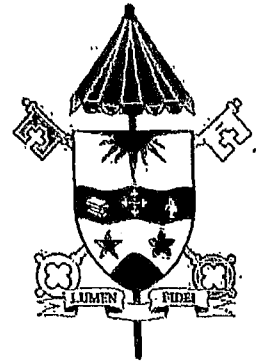
And now We direct thoughts to you, beloved Son, who in the exercise of your various responsibilities have shown yourself to be clearly endowed with both the human and priestly qualities as well your expertise in the exercise of your office which, in Our judgment, renders you suitable for carrying out the responsibilities of the Bishop.

Therefore, having consulted with the Congregation for Bishops, with the fullness of Our Apostolic authority, We appoint you Bishop of Youngstown, granting you its proper rights and imposing its obligations. You may receive Episcopal Ordination from a Catholic Bishop anywhere outside the City of Rome, the liturgical norms being observed. However, prior to ordination, you must make the Profession of Faith and take the Oath of Fidelity toward Us and Our Successors in accord with the sacred canons.

It is Our desire that you inform the clergy and the people of this ecclesial community about this Our decree, and We cordially exhort the clergy and the people to welcome you wholeheartedly as their guardian and teacher.

Our Lady of Mount Carmel Basilica

343 VIA MT. CARMEL
YOUNGSTOWN, OHIO 44505



VERY REV. MSGR.
MICHAEL J. CARIGLIO, JR.
Pastor/Rector

TELEPHONE
330-743-4144

FAX
330-743-1035

E-MAIL
olmc343@aol.com

www.olmcsta.com

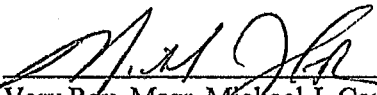
Finally, beloved Son, may the faithful ever reap the fruits of your zeal, with the God of all mercies assisting them so that, under your leadership, they may be filled with the very fullness of God (cf. Ephesians 3:19) striving after those treasures which are attained through the Cross.

Given at Rome, at the Lateran, on the seventeenth day of the month of November, in the year of the Lord two thousand twenty, the eighth of Our Pontificate.

FRANCIS

CERTIFICATE OF TRANSLATOR

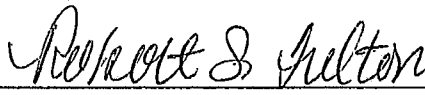
The undersigned, Very Rev. Monsignor Michael J. Cariglio, Jr., J.C.L., hereby certifies that the foregoing document has been translated into English by the undersigned; that the translation is accurate; and that the undersigned is competent to perform the translation.



Very Rev. Msgr. Michael J. Cariglio, Jr., J.C.L.

State of Ohio)
):SS
Mahoning County)

The foregoing certificate of translator has been acknowledged before me this 1st
day of March, 2021.



Notary Public

This instrument prepared by:

Robert S. Fulton, Esq.
Manchester Newman & Bennett
201 E. Commerce Street, Atrium Level 2
Youngstown, OH 44503
(330) 743-1171
rfulton@mnblawyers.com



ROBERT S. FULTON
Attorney at Law
Notary Public
Permanent Commission

Summary

Parcel Number 17-022-00-00-046-000
Map Number 17022
Location Address 1424 HORNING RD
Acres 0.2
Legal Description LOT 22
(Note: Not to be used on legal documents.)
Neighborhood 23002 - Kent City - East Side
City KENT CITY
Township
School District KENT CSD
Homestead Reduction: No
Owner Occupancy Credit: No
Foreclosure No
Board of Revision No
Land Use 499 - Other commercial structures
(Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)
New Construction
Divided Property
Routing Number

Map



Owners

Owner Address
[TOBIN THOMAS J BISHOP](#)
 (TRUSTEE)

Tax Payer Address
[NEWMAN CENTER](#)
 1424 HORNING RD
 KENT OH 44240

Land

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Base Rate	Unit Rate	Adjusted Rate	Appraised Value (100%)
A1 - Primary Site	0.2	0	0			75000	75000	75000	\$15,000
Total	0.2000								\$15,000

Improvements

Card 1

Improvement Code	Description	Length	Width	Total Area	Year Built	Appraised Value (100%)
717	Misc Shelter	0	0	1,040	2003	\$1,100
620	Misc Commercial Bldg	3852	1	3,852	1965	\$72,700
620	Misc Commercial Bldg	6232	1	6,232	1965	\$94,000
Total						\$167,800

Assessed Year	2022	2021	2020
Land Value	\$15,000	\$15,000	\$15,000
CAUV Value	\$0	\$0	\$0
Improvements Value	\$167,800	\$167,800	\$167,800
Total Value (Appraised 100%)	\$182,800	\$182,800	\$182,800

Taxable Value (35% of Appraised Value)

Assessed Year	2022	2021	2020
Land Value	\$5,250	\$5,250	\$5,250
CAUV Value	\$0	\$0	\$0
Improvements Value	\$58,730	\$58,730	\$58,730
Total Value (Assessed 35%)	\$63,980	\$63,980	\$63,980

Tax Detail

Tax Rates
 Full Tax Rate: 135.470000
 Effective Tax Rate: 69.152967

Escrow
 Escrow Prepay Program: NO
 Escrow Amount Paid: 0.00

Tax Lien
 Tax Lien Sold: NO

Tax History

Tax Year
 (click for detail)
☐ 2022 Pay 2023

Delinquent	1st Half	2nd Half	Total Due
\$0.00	\$2,212.21	\$2,212.21	\$0.00

2022 Pay 2023 1st Half Details

	1st Half
Charge	\$4,333.69
Credit	(\$2,121.48)
Rollback	\$0.00
Reduction	\$0.00
Homestead	\$0.00
CAUV Recoupment	\$0.00
Net Tax	\$2,212.21
Special Assessment	
Penalty-Interest	\$0.00
Net Owed	\$2,212.21
Net Paid	(\$2,212.21)
Net Due	\$0.00

2022 Pay 2023 2nd Half Details

	2nd Half
Charge	\$4,333.69
Credit	(\$2,121.48)
Rollback	\$0.00
Reduction	\$0.00
Homestead	\$0.00
CAUV Recoupment	\$0.00
Net Tax	\$2,212.21
Special Assessment	
Penalty-Interest	\$0.00
Net Owed	\$2,212.21
Net Paid	(\$2,212.21)
Net Due	\$0.00

2022 Pay 2023 Delinquent Details

	Delinquent
Charge	\$0.00
Credit	\$0.00
Rollback	\$0.00
Reduction	\$0.00
Homestead	\$0.00
CAUV Recoupment	\$0.00
Net Tax	\$0.00
Special Assessment	
Penalty-Interest	\$0.00
Net Owed	\$0.00
Net Paid	\$0.00
Net Due	\$0.00

2022 Pay 2023 Total Details

	Total
Charge	\$8,667.38
Credit	(\$4,242.96)
Rollback	\$0.00
Reduction	\$0.00
Homestead	\$0.00
CAUV Recoupment	\$0.00
Net Tax	\$4,424.42
Special Assessment	
Penalty-Interest	\$0.00
Net Owed	\$4,424.42
Net Paid	(\$4,424.42)
Net Due	\$0.00

☒ 2021 Pay 2022
☒ 2020 Pay 2021
☒ 2019 Pay 2020
☒ 2018 Pay 2019
☒ 2017 Pay 2018
☒ 2016 Pay 2017

\$0.00	\$2,248.28	\$2,248.28	\$0.00
\$0.00	\$2,282.11	\$2,282.11	\$0.00
\$0.00	\$2,290.98	\$2,290.98	\$0.00
\$0.00	\$2,311.09	\$2,311.09	\$0.00
\$0.00	\$2,157.70	\$2,157.70	\$0.00
\$0.00	\$2,198.13	\$2,198.13	\$0.00

Sales

Sale Date	Sale Price	Seller	Buyer	No. of Properties
2/22/1996	\$0	Unknown	TOBIN THOMAS J BISHOP (TRUSTEE)	0

Summary

Parcel Number **17-022-00-00-045-000**
Map Number 17022
Location Address HORNING
Acres 0.47
Legal Description LOT 22
(Note: Not to be used on legal documents.)
Neighborhood 23002 - Kent City - East Side
City KENT CITY
Township
School District KENT CSD
Homestead Reduction: No
Owner Occupancy Credit: No
Foreclosure No
Board of Revision No
Land Use 685 - Churches, etc.; public worship
(Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)
New Construction
Divided Property
Routing Number

Map



Owners

Owner Address
[TOBIN THOMAS J](#)
BISHOP

Tax Payer Address
[NEWMAN CENTER](#)
1424 HORNING RD
KENT OH 44240

Land

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Base Rate	Unit Rate	Adjusted Rate	Appraised Value (100%)
A1 - Primary Site	0.47	0	0			75000	75000	75000	\$35,250
Total	0.4700								\$35,250

Improvements

Card 1

Improvement Code	Description	Length	Width	Total Area	Year Built	Appraised Value (100%)
10	Garage Brick	44	24	1,056	1976	\$14,600
Total						\$14,600

Assessed Year	2022	2021	2020
Land Value	\$35,300	\$35,300	\$35,300
CAUV Value	\$0	\$0	\$0
Improvements Value	\$14,600	\$14,600	\$14,600
Total Value (Appraised 100%)	\$49,900	\$49,900	\$49,900

Taxable Value (35% of Appraised Value)

Assessed Year	2022	2021	2020
Land Value	\$12,360	\$12,360	\$12,360
CAUV Value	\$0	\$0	\$0
Improvements Value	\$5,110	\$5,110	\$5,110
Total Value (Assessed 35%)	\$17,470	\$17,470	\$17,470

Tax Detail

Tax Rates
Full Tax Rate: 135.470000
Effective Tax Rate: 69.152967

Escrow
Escrow Prepay Program: NO
Escrow Amount Paid: 0.00

Tax Lien
Tax Lien Sold: NO

Tax History

Tax Year
(click for detail)

2022 Pay 2023

Delinquent	1st Half	2nd Half	Total Due
\$0.00	\$0.00	\$0.00	\$0.00

2022 Pay 2023 1st Half Details		2022 Pay 2023 2nd Half Details		2022 Pay 2023 Delinquent Details	
	1st Half		2nd Half		Delinquent
Charge	\$0.00	Charge	\$0.00	Charge	\$0.00
Credit	\$0.00	Credit	\$0.00	Credit	\$0.00
Rollback	\$0.00	Rollback	\$0.00	Rollback	\$0.00
Reduction	\$0.00	Reduction	\$0.00	Reduction	\$0.00
Homestead	\$0.00	Homestead	\$0.00	Homestead	\$0.00
CAUV Recoupment	\$0.00	CAUV Recoupment	\$0.00	CAUV Recoupment	\$0.00
Net Tax	\$0.00	Net Tax	\$0.00	Net Tax	\$0.00
Special Assessment		Special Assessment		Special Assessment	
Penalty-Interest	\$0.00	Penalty-Interest	\$0.00	Penalty-Interest	\$0.00
Net Owed	\$0.00	Net Owed	\$0.00	Net Owed	\$0.00
Net Paid	\$0.00	Net Paid	\$0.00	Net Paid	\$0.00
Net Due	\$0.00	Net Due	\$0.00	Net Due	\$0.00

2022 Pay 2023 Total Details

	Total
Charge	\$0.00
Credit	\$0.00
Rollback	\$0.00
Reduction	\$0.00
Homestead	\$0.00
CAUV Recoupment	\$0.00
Net Tax	\$0.00
Special Assessment	
Penalty-Interest	\$0.00
Net Owed	\$0.00
Net Paid	\$0.00
Net Due	\$0.00

2021 Pay 2022

2020 Pay 2021

2019 Pay 2020

2018 Pay 2019

2017 Pay 2018

2016 Pay 2017

\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$311.15	\$311.16	\$0.00
\$0.00	\$633.97	\$633.97	\$0.00

Sales

Sale Date	Sale Price	Seller	Buyer	No. of Properties
2/22/1996	\$0	Unknown	TOBIN THOMAS J BISHOP (TRUSTEE)	0

Tax Payments

[Click here to pay Property taxes online.](#)

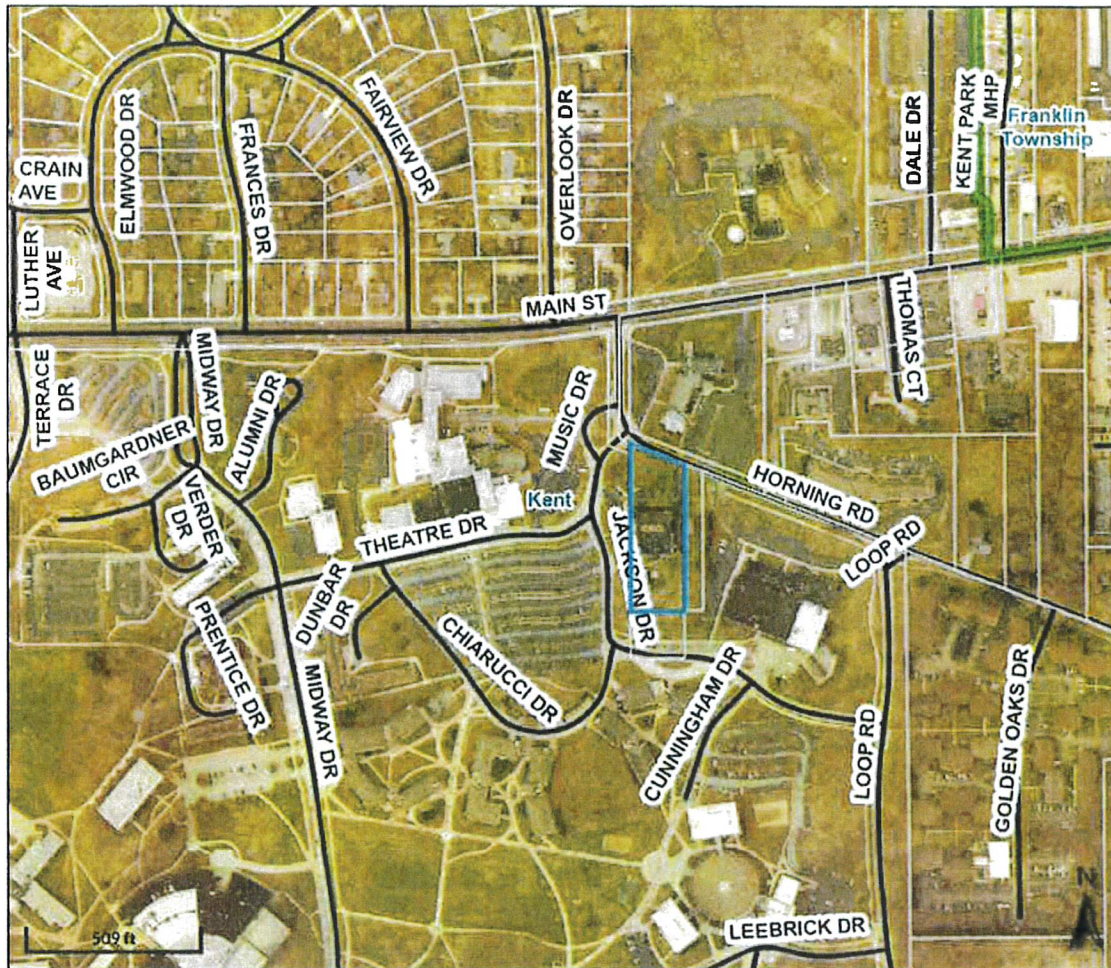
Property Card



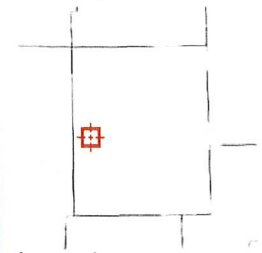
No data available for the following modules: Notes, Dwellings, Buildings, Additions, Ag Soil, Special Assessments, Photos.



[User Privacy Policy](#) [GDPR Privacy Notice](#)
Last Data Upload: 8/10/2023, 3:10:23 AM



Overview



Legend

Parcels

Portage Jurisdiction

- ☐ Atwater Township
- ☐ Aurora
- ☐ Brimfield Township
- ☐ Charlestown Township
- ☐ Deerfield Township
- ☐ Edinburg Township
- ☐ Franklin Township
- ☐ Freedom Township
- ☐ Garrettsville
- ☐ Hiram
- ☐ Hiram Township
- ☐ Kent
- ☐ Mantua
- ☐ Mantua Township
- ☐ Mogadore
- ☐ Nelson Township
- ☐ Palmyra Township
- ☐ Paris Township
- ☐ Randolph Township
- ☐ Ravenna
- ☐ Ravenna Township
- ☐ Rootstown Township
- ☐ Shalersville Township
- ☐ Streetsboro
- ☐ Suffield Township
- ☐ Sugar Bush Knolls
- ☐ Tallmadge
- ☐ Windham
- ☐ Windham Township
- ☐ <all other values>

Addresses

- ☐ 0
- ☐ 1

Roads

Parcel ID
17-022-00-00-046-000
Owner



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 30, 2024

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *BDS*

RE: Land Bank: Building Demolition and Site Revitalization Program

The City of Kent has been an active member of the Portage County Land Reutilization Corporation (PCLRC/Land Bank) since its inception in 2012. The Land Bank's primary mission is to "facilitate the conversion of vacant, blighted and tax-delinquent properties into viable uses that can benefit Portage County's various communities."

The Ohio Department of Development (ODOD) has recently made available a new grant funding opportunity for Ohio land banks that is called the Building Demolition and Site Revitalization (BDSR) Program. The BDSR will provide grant funding for the demolition of vacant and blighted commercial and residential properties deemed to be nuisance properties by any Portage County community.

The Community Development Department has identified two vacant and blighted properties that meet the criteria for demolition funding assistance through the BDSR grant because they are both unfit for human occupancy and have been condemned, pursuant to Section 1406.01 (c) of the City's Property Maintenance Code. The first is a residential property located at 331 Elm Street and the City is proceeding with securing a demolition order through the Portage County Court of Common Pleas for the property. The second property is a commercial structure located at 266 N. Water Street that is owned by the City of Kent. This commercial property has been on the market for several years but it has been found to be structurally compromised and the costs of needed improvements to get the property code compliant far exceed the value of the property.

The Land Bank will manage the demolition of the residential property if the demolition order is issued by the court. The Community Development Department will be responsible for managing the demolition of the 266 N. Water Street property if grant funding is awarded so it will be necessary for the City to enter into a Subrecipient Agreement with the Land Bank for this commercial property in order to apply for and accept the grant funding.

The Executive Director of the Land Bank is planning to submit the BDSR grant application to ODOD by the end of February. I am respectfully requesting time at the February 7, 2024 Council Committee meeting to discuss the proposed demolition of the two structures in greater detail and to request authorization, with emergency, for the City to submit the two above listed properties to the Land Bank for

inclusion in its BDSR grant application and for the City to enter into a Subrecipient Agreement with the PCLRC for the demolition of the property at 266 N. Water Street, Kent, Ohio.

Please let me know if you need any other information in order to add this item to the agenda. Thank you.

Cc: Hope Jones, Law Director
Eric Fink, Assistant Law Director
Amy Wilkens, Clerk of Council
Dan Morganti, Executive Director, PCLRC/Land Bank
Paul Bauer, Code Enforcement Officer

Attachments





Subrecipient Agreement
Between
Portage County Land Reutilization Corporation
and
City of Kent

THIS AGREEMENT is made effective as of _____ by and between the Portage County Land Reutilization Corporation, ("Lead Entity") and the City of Kent, ("Subrecipient") to undertake demolition projects ("Projects") as defined herein pursuant to the Building Demolition and Site Revitalization Program ("Program") as approved by the Ohio Department of Development ("Development").

WHEREAS, Lead Entity, in conjunction with the Subrecipient, will apply for Program funds from Development; and

WHEREAS, Subrecipient, has completed the "Property Eligibility Review Form", included as **Exhibit A**, and has determined the Project to be eligible under the terms of the Program; and

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF WORK

- A. Activities. Subrecipient has identified eligible Projects within their jurisdiction that are consistent with the provided Program guidelines, Lead Entity application and its adopted Policies and Procedures, as amended, and Agreement between Development and the Lead Entity, incorporated by reference herein. Descriptions of eligible and ineligible costs are included in **Exhibit B**.
- B. Project. Demolition funds may be used for the sole and express purpose of undertaking and completing Projects as described and at the locations outlined in the Scope of Work attached hereto as **Exhibit B**.

2. SCOPE OF SERVICES

- A. General Administration. Subrecipient will be responsible to provide general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and Development.
- B. Levels of Accomplishment - Goals and Performance Measures. Pursuant to the Program guidelines, Subrecipient shall be responsible for ensuring Project progress and reporting such measures as units demolished and waste removal efforts undertaken as specified in the Scope of Work. Subrecipient will provide timely updates on performance and any expected changes or updates resulting from local conditions to the Lead Entity as requested.
- C. Performance Monitoring. Lead Entity will monitor the performance of the Subrecipient. Subrecipient shall provide Lead Entity any requested reporting information as required by Development for reimbursement and in the administration and review of the Program. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Substandard performance, includes, but is not limited to, failure to complete the scope of work or services in a

quality and professional workmanlike manner, or non-compliance with any applicable local, state, or federal guidelines, the Program guidelines, the Lead Entity application or its adopted Policies and Procedures, as amended, and the Agreement between Development and the Lead Entity. Lead Entity shall notify Subrecipient of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

3. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on July 4, 2023 and end on or before May 1, 2025 ("Project Period"). All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program funds. No extensions will be considered.

4. PAYMENT

Upon successful award to the Lead Entity, Lead Entity shall obligate Program funds for the sole and express purpose of undertaking the Project described herein within the Subrecipient jurisdiction. Any costs incurred by Subrecipient in the performance of its duties under this Agreement for which reimbursement is sought should be submitted to the Lead Entity for review and payment consideration. Program funds shall be used solely for the stated purposes set forth in the Program guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate. Any income resulting from the performance of activities under this Agreement shall remain with Lead Entity.

Upon successful completion of all Project activities, a final inspection shall be completed with the Lead Entity and Subrecipient. A 10% retainage may be held by the Lead Entity until final approval is provided by the Subrecipient and Lead Entity.

It is expressly agreed and understood that the total amount to be paid by the Lead Entity for activities taking place within the Subrecipient jurisdiction under this Agreement shall not exceed the maximum amount of the Development grant for the Project.

5. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

SUBRECIPIENT:

Name: Dave Ruller
Title: City Manager
Address: 301 S Depeyster Street
Kent, OH 44240
Telephone: (330) 676-7500
E-mail: dave.ruller@kentohio.gov

LEAD ENTITY:

Name: Dan Morganti
Title: Executive Director
Address: 149 N. Prospect St, Ste 5
Ravenna OH, 44266
Telephone: (330) 839-7199
E-mail: dmorganti@pclandbank.org

6. REPORTING AND COMPLIANCE

- A. Reporting Requirements. Subrecipient shall submit to Lead Entity any information needed to complete reporting as required by Development. Per Program guidelines, the Lead Entity is required by Development to provide quarterly progress reports.
- B. Records. Subrecipient shall maintain all records for activities taking place pursuant to this agreement. Subrecipient shall upon request provide any additional information that may be required to complete reporting as outlined by Development. At the conclusion of the Projects, Subrecipient will transfer copies of all records pertaining to these activities to the Lead Entity.
- C. Inspections. At any time during normal business hours and upon three days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, any records with respect to matters covered by this Agreement. Subrecipient shall permit Lead Entity to audit, examine, and make copies or transcripts from such records.

7. GENERAL CONDITIONS

- A. Adherence to State and Federal Laws, Regulations
 - (1) General. Subrecipient agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement while Program funds are being expended. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, Workers' Compensation premiums, income tax withholding, Social Security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.
 - (2) Ethics. Subrecipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest policies and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Subrecipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant funding of activities made pursuant to this Agreement.
 - (3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
 - (4) Non-Discrimination. Pursuant to O.R.C. 125.111 and Development's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Subrecipient further agrees that Subrecipient and any person acting on behalf of Sub recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any

employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

- (5) Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the term of this Agreement. Subrecipient further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.
- (6) Campaign Contribution Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in O.R.C. 3517.13.
- (7) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public records under O.R.C. and are open to public inspection unless a legal exemption applies.
- (8) Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.
- (9) Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Subrecipient shall pay any judgments and costs arising out of such negligent acts or omissions relevant to the Subrecipient and Lead Entity. Each party agrees to defend itself and themselves and pay any judgments and costs arising out of their own negligent acts or omissions.
- (10) Indemnification. Unless otherwise exempted by law, any Lead Entity and subrecipient shall indemnify and hold harmless the State of Ohio and the Ohio Department of Development, including its agents, officers, and employees against any and all claims, liabilities, and costs for any personal injury or property damage, or other damages that may arise out of or in connection with the Lead Entity's or subrecipient's performance of a contract.
- (11) Source and Availability of Funds. Subrecipient acknowledges that the source of the Program funds is Substitute House Bill 110 the state budget bill for Fiscal Years 2022 and 2023, and O.R.C. 122.6512. Lead Entity shall have no obligation to advance or pay for activities taking place within the Subrecipient jurisdiction with any funds other than the funds Lead Entity receives from Development for the stated purpose of this project.

B. Termination Procedure

- (1) Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:
 - (a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.

- (b) Failure of Subrecipient to provide any information required to produce complete and accurate reports.
 - (c) Failure of Subrecipient to use the Program funds for the stated purposes in this Agreement.
 - (d) Use of program funds on any other properties in the Subrecipient jurisdiction without the express written consent of Lead Entity and modification of the original grant agreement with Development.
- (2) Effects of Termination. Within 60 days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, activities satisfactorily complete within Subrecipient jurisdictions shall be paid prior to the effective date of termination.
- (3) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

8. MISCELLANEOUS

- A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.
- C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Subrecipient:

Lead Entity:

By: _____
Dave Ruller, City Manager

By: _____
Dan Morganti, Executive Director

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney for Subrecipient: _____

Attorney for Lead Entity: _____

Exhibit B

Scope of Work

Scope of Work. Each Project location listed below includes activities including, but not limited to asbestos inspection (and abatement if necessary), demolition of buildings (including waste removal), and general site restoration.

Locations within the Subrecipient jurisdiction where activities up to and including demolition will take place:

- 266 N. Water Street, OH 44240 (Parcel #17-025-30-00-029-000)

Budget

Item	Grant Funds	Match Funds	Project Item Total
Pre-Demolition Costs	\$	\$	\$
Demolition Costs	\$	\$	\$
Required Post-Demolition Costs	\$	\$	\$
Optional Post-Demolition Costs	\$	\$	\$
Project Totals	\$	\$	\$

A full description of eligible activities including, pre-demolition costs, demolition costs, post-demolition costs, and ineligible costs is provided below:

Eligible Pre-Demolition Costs

- Acquisition of real estate (no more than 10% of the total request, not to exceed the county auditor property value)
- Initial property inspections/assessments
- Property security costs/board up
- Grass mowing prior to demolition
- Interior and exterior debris removal and disposal (including illegal dumping, junk vehicles, discarded tires, etc.)
- Environmental assessments
- Contract preparation and review by third parties
- Architectural/engineering fees, including cost estimates, bid specifications, and job progress inspections.
- Bid advertisements for vendors
- Other expenses approved on a case-by-case basis by Development.

Eligible Demolition Costs

- Removal and disposal of asbestos
- Removal and disposal of other hazardous materials
- Demolition of buildings including disposal, backfill, compaction

- Clearance of structures and improvements (trees, shrubs, poles, porch piers, patios, fireplaces, fences, barriers, walls, driveways, aprons, service walks, parking lots, light poles, smokestacks, signage, etc.)
- Removal of underground storage tanks and utility services including electrical transformers
- Removal and/or filling/capping of septic systems and wells
- Removal of additional exterior or interior dumping of debris prior to demolition
- Vehicle towing
- Equipment purchases or rentals, such as safety fencing, erosion control silt socks, portlets, etc.
- Saw-cutting adjacent party walls and parging the wall to remain
- Regulatory permit and inspection fees
- Documented, labor, material, or equipment costs
- Relocation of utility structures above ground
- Other expenses approved on a case-by-case basis by Development

Eligible Post-Demolition Costs (Required for each project)

- Site restoration (grading and seeding)
- Public sidewalk, curb or catch basin repair or, if required by local municipality, installation

Eligible Post-demolition Costs (Optional for each project and capped at \$5,000 per project)

- Greening and improvements (trees, shrubs, flowers, and other landscaping)
- Architectural elements (fencing, signage, benches, and other hardscaping)

Ineligible Costs

- Marketing of project site(s)
- Litigation expenses for legal unrelated to tax foreclosure
- Property taxes
- Property insurance premiums
- Payment of delinquent utility costs
- Post-demo property maintenance including mowing
- Costs incurred prior to the grant period (with the exception of match)



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

To: Dave Ruller, City Manager
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: January 29, 2024
Re: FY2024 Appropriation Amendment #1

The following appropriation amendments for the February Council Committee Agenda are hereby requested:

Fund 001 – General

Increase	\$ 288,169	Health / Personnel & Benefits – Re-appropriate various Health Dept Grants per J. Seidel 12/8/2023 memo.
Increase	336,063	Health / Other (O&M) – Re-appropriate for various Health Dept Grants per J. Seidel 12/8/2023 memo.
Increase	20,000	CDBG / Personnel & Benefits – Appropriate funds to cover the Brownfield Grant admin fees to be placed in the CDBG accts, per B. Susel 1/16/24 memo.
Decrease	(20,000)	CDBG / Personnel & Benefits – Reduce current year appropriations for the Brownfield Grant admin fees to be placed in the CDBG accts, per B. Susel 1/16/24 memo.
Increase	11,130	City Manager / Other (O&M) – Approp add'l funds for the Snow Days event to assist Kent businesses per P. Lomg 1/29/2024 memo.

Fund 106 – Parks & Recreation

Increase	\$ 147,000	Parks & Rec/Parks & Rec/ Personnel & Benefits – Appropriation of amount withheld from Orig. 2024 Approved Budget due to Cert. of Est. Resources compliance; City had to file 1 st Amendment with County before appropriating remainder of KCC Approved Budget per R. Hall.
Increase	69,600	Parks & Rec/K-6 Child Care/Other (O&M) – Appropriate ODJ&FS Grants received in 2024 per A. Manley 1/11/2024 memo.
Increase	24,900	Parks & Rec/Parks & Rec/Other (O&M) – Appropriate ODJ&FS Grants received in 2024 per A. Manley 1/11/2024 memo.

Fund 124 – Income Tax Safety

Increase	\$ 811,000	Income Tax Safety/Police Dept/ Personnel & Benefits – Appropriation of amount withheld from Orig. 2024 Approved Budget due to Cert. of Est. Resources compliance; City had to file 1 st Amendment with County before appropriating remainder of KCC Approved Budget per R. Hall.
Increase	3,071	Income Tax Safety/Police Dept/ Other (O&M) – Re-appropriate funds to be paid out in 2024 for college tuition reimbursment per N. Shearer 1/9/2024 memo.
Increase	55,104	Income Tax Safety/ Other (O&M) – Re-appropriate 1st Responders Wellness Grant received in 2023 to be spent in 2024 per N. Shearer 1/11/2024 memo.

Continued

Fund 126 – CDBG Grant

Increase	\$	189,825	CDBG/ Capital – Approp add'l funds for the Walnut St Phase 2 Project, per B. Susel 1/16/24 memo.
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Fund 128 – Fire and EMS

Increase	\$	28,682	Fire & EMS/ Other (O&M) – re-appropriate 1st Responders Wellness Grant received in 2023 to be spent in 2024 per N. Shearer 1/11/2024 memo.
Increase		1,625	Fire & EMS/ Other (O&M) – re-appropriate Paramedicine donation received in 2022 to be spent in 2024 per N. Shearer 1/11/2024 memo.
Increase		5,000	Fire & EMS/ Capital – Re-appropriate for Shed to store equipment per J. Samels memo dated 1/19/2024.
Increase		25,000	Fire & EMS/ Capital – Re-appropriate Public Training Facility Study per J. Bowling memo dated 1/22/2024.

Fund 138 – ARPA

Increase	\$	40,000	ARPA/ Capital – Re-appropriate for Final Clarifiers Phase 2 Rehabilitation per J. Bowling memo dated 1/22/2024.
Increase		5,644,400	ARPA/ Capital – Re-appropriate for Digester Heat Exchanger per J. Bowling 1/22/2024 memo.

Fund 201 – Water

Increase	\$	50,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for the Majors/Stinaff/Cuyahoga Waterline Replacement.
Increase		7,500	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for the Utility Mapping Update Project.
Increase		12,500	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the Concrete Floor Repair.
Increase		25,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the E. Main St. Lead Water Service Replacement.
Increase		27,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the Vehicle Storage Fire Suppression System.
Increase		49,900	Capital / WTP/Plant – Capital – Re-appropriate 2023 funds for the SCADA Upgrades.
			(all of above Fund 201 Re-appropriations are per J. Bowling 1/22/2024 memo)
Decrease		(79,805)	Water / Debt - Decrease appropriations for debt payments that should be made from the Sewer Fund per B. Huff 1/24/24 memo.

Fund 202 – Sewer

Increase	\$	525,000	Sewer/Service/ Personnel & Benefits – Appropriation of amount withheld from Orig. 2024 Approved Budget due to Cert. of Est. Resources compliance; City had to file 1st Amendment with County before appropriating remainder of KCC Approved Budget per R. Hall.
Increase		7,500	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Utility Mapping Update Project.
Increase		13,780	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds Sanitary Sewer Model Update & Recalibration.
Increase		25,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Sanitary Design Standards.

Continued

Fund 202 – Sewer – Continued

Increase	50,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for North-South Sewer Planning Study.
Increase	100,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for Decommissioning Yacavona PS.
Increase	5,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for Concrete Floor Repair.
Increase	11,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for Vehicle Storage Fire Suppression System.
Increase	2,213,500	Service / WRF / Capital – Re-appropriate 2023 and prior year funds for Digester Heat Exchanger.
Increase	45,000	Service / WRF / Capital – Re-appropriate 2023 funds for the Rehab #1 Primary Clarifier.
Increase	13,906	Service / WRF / Capital – Re-appropriate 2023 funds for the Return Pumps.
Increase	15,000	Service / WRF / Capital – Re-appropriate 2023 funds for the Plant Sump Pumps.
Increase	100,000	Service / WRF / Capital – Re-appropriate 2023 and prior year funds for the Final Clarifier Phase 1 Rehabilitation.
Increase	90,000	Service / WRF / Capital – Re-appropriate 2023 and prior year funds for the Final Clarifier Phase 2 Rehabilitation.
Increase	16,500	Service / WRF / Capital – Re-appropriate 2023 funds for the WRF Forklift.
Increase	11,071	Service / WRF / Capital – Re-appropriate 2023 funds for the Replacement Pump for College Towers Lift Station.
Increase	25,000	Service / WRF / Capital – Re-appropriate 2023 funds for the Influent Screen Repair.
Increase	25,000	Service / WRF / Capital – Re-appropriate 2023 funds for the New West Activated Sludge Pump.
Increase	59,900	Service / WRF / Capital – Re-appropriate 2023 funds for the SCADA Upgrades.
(all of above Fund 202 Re-appropriations are per J. Bowling 1/22/2024 memo)		
Increase	79,805	Sewer / Debt – Appropriate add'l funds to cover the debt payments due from the Sewer Fund per B. Huff 1/24/24 memo.

Fund 208 – Storm Water

Increase	\$ 50,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Majors/Stinaff/Cuyahoga Waterline Replacement.
Increase	40,000	Capital / SVC - Capital Facilities – Re-appropriate 2023 and prior year funds for Storm Sewer Design Standard Update.
Increase	\$ 12,000	Capital / SVS – Capital Facilities – Re-appropriate 2023 and prior year funds for Vehicle Storage Fire Suppression System.
Increase	42,100	Capital / SVC - Capital Facilities – Re-appropriate 2023 and prior year funds for Walnut St. Phase 2 Reconstruction.
Increase	100,000	Capital / SVS – Capital Facilities – Re-appropriate 2023 and prior year funds for E. Main Storm Lining Project.
Increase	25,000	Capital / SVS – Capital Facilities – Re-appropriate 2023 and prior year funds for Storm Sewer Televising.
(all of above Fund 208 Re-appropriations are per J. Bowling 1/22/2024 memo)		
Increase	1,000	Storm Water – Other (O&M) – Appropriate add'l funds to cover Portage County fees for processing special assessments per B. Huff 1/24/24 memo.

Continued

Fund 301 – Capital Improvements

Increase	\$ 740,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for SR 59 Alternative Transportation Improvements.
Increase	175,200	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Walnut St. Phase 2 Reconstruction.
Increase	1,463,552	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for E Main Street Area Improvement.
Increase	30,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for Erie Street Parking Modifications.
Increase	255,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds – Annual Street & Sidewalk Program.
Increase	15,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Pilot Sidewalk Programs Project.
Increase	42,305	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for N. Water Street Improvement Project.
Increase	62,900	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Active Transportation Acquisition.
Increase	50,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Franklin/Erie Street Curb Extension.
Increase	35,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for Summit/Franklin Intersection.
Increase	3,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 and prior year funds for the Sunrise Bridge Rehab.
Increase	100,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the Fairchild-Woodard Signal Upgrade.
Increase	2,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the Fairchild-Woodard Signal Upgrade.
Increase	150,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the Hudson Rd. Improvement.
Increase	668,600	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the N. Mantua St. Improvement.
Increase	15,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the W. Summit St. Pedestrian Improvement.
Increase	200,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the Portage Mill Race Segment Phase 1.
Increase	38,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the Vehicle Storage Fire Suppression System.
Increase	25,000	Capital / SVC – Capital Facilities – Re-appropriate 2023 funds for the Public Training Facility Study.
(all of above Fund 301 Re-appropriations are per J. Bowling 1/22/2024 memo)		
Increase	30,000	Capital / Admin – Appropriate add'l funds for the implementation of the new City website per N. Cecil 1/4/24 memo.
Decrease	(117,016.81)	Decrease approp for debt payments that will be paid from Fund 402 per R. Hall.

Fund 402 – Special Assessment Bonds

Increase	117,016.81	Increase approp for debt payments that will be paid from Fund 402 per R. Hall.
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KENT CITY HEALTH DEPARTMENT

414 E. MAIN ST., P.O. BOX 5192, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

HEALTH DEPARTMENT GRANT STATUS 2023-24

The Health Department continues to use grant opportunities to enhance services and defer operating costs. Not all the monies from several grants were spent in 2023 and the grants continue into 2024. I respectfully ask Council to approve the re-appropriations of existing money for use in the 2024 calendar year:

Grant Name	Grant Amount	Appropriate funds
Tobacco Use 2024 (TU24)	\$167,022.34	For 2024: \$142,022.34 to 001.02.520.206.7420 \$5,000.00 to 001.02.520.206.7410 \$20,000.00 to 001.02.520.206.7001
Healthy Eating and Active Living (HEAL)	\$3,523.52	For 2024: \$3,523.52 to 001.02.520.207.7420
Emergency Operations (EO23)	\$60,829.21	For 2024 \$410.00 to 001.02.520.207.7420 \$5,000.00 to 001.02.520.207.7310 \$5,210.60 to 001.02.520.207.7340 \$50,208.61 to 001.02.520.207.7330
Workforce Development 24	\$308,994.19	\$268,168.61 to 001.02.520.205.7001 \$32,819.11 to 001.02.520.201.7340 \$4,545.78 to 001.02.520.205.7410 \$3,460.69 to 001.02.520.205.7210
Environmental Protection Agency (EPA)	\$10,959.89	For 2024 \$10,959.89 to 001.02.520.207.7420
VISTA Program	\$ 72,898.51	For 2024 \$ 72,898.51 to line 001.02.520.201.7340
	Total=\$ 624,227.66	

Thank you for your consideration,

Joan Seidel MA, BSN, RN, FAPIC, CIC
Health Commissioner
December 11, 2023



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 11, 2024

TO: Rhonda Hall, Budget & Finance Director

FROM: Bridget Susel, Community Development Director *B.S.*

RE: Appropriations Request: 2024 Adjustments for Various Grant Programs

The Community Development Department completed a reconciliation review of its grant programs and identified the budget appropriation adjustments listed below will be needed for the 2024 budget year:

I am respectfully requesting the following appropriation adjustments be made:

1. 126-04-540-401-7680. CDBG: Walnut St., Phase 2 (NW #2021CIP009): +\$189,824.16
2. Transfer \$20,000 from the current appropriation in 001-09-570-406-7680 to personnel services:

Wages:	\$16,910.00
PERS (14%):	\$2,800.00
Medicare (.0145):	\$ 290.00

Please let me know if you need any additional information in order to present this request at the February 7, 2024 Council Committee meeting.

Thank you.

Cc: Kim Brown, CD Dept.



CITY OF KENT, OHIO

Office of the City Manager

DATE: January 29, 2024

TO: Rhonda Hall, Budget & Finance Director

FROM: Patti Long, Assistant to the City Manager

RE: Appropriation Request: Main Street Kent / Snow Day

In an effort to provide an outdoor activity to draw business to our struggling downtown, a new event "Snow Day" was planned. With the short amount of time afforded due to the urgency for business that may have to close their doors, Main Street Kent has offered to pay for a portion of the event if we would agree to reimburse the non-profit as soon as possible.

Given this was not in our 2024 budget, yet has become a vital need, I am respectfully requesting \$11,130.00 in additional funds be appropriated to the City Manager's budget line 001-09-570-704.7390. The invoice from North Coast Event Services is attached and reflects the amount that we will be reimbursing to Main Street Kent.

Please let me know if additional information is needed for consideration by Council at the February 7, 2024 Committee Meeting.

Thank you,

Patti Long

Ec: D. Ruller



NORTH COAST EVENT SERVICES

City of Kent
301 S Depeyster St.
Kent OH 44240

Quotation

2023 Kent Main Street January Winter Event

12-18-2023

Order Number	23187	Rental	01-27-2024 9:00 AM to 01-27-2024 8:00 PM
Valid Until	01-01-2024		
Delivery Address	Hometown Bank Plaza 142 N Water St, Kent OH 44240		

2023 Kent Main Street January Winter Event

Item	Type	Qty	Price	Discounted Price	Total
A/V					
Mobile Stage/Sound/Lights Package	Rental	1	5000.00		5000.00
RCF HDL20a Line Array (accessory)	Rental	8	0.00		0.00
RCF Sub 8004-as (accessory)	Rental	2	0.00		0.00
JBL Prx815w stage monitor (accessory)	Rental	6	0.00		0.00
Allen Heath SQ-5 - Compact Digital Mixer (accessory)	Rental	1	0.00		0.00
Microphone/stand/cable package (accessory)	Rental	1	0.00		0.00
Labor - stage package (accessory)	Rental	1	0.00		0.00
LED Par Light (accessory)	Rental	12	0.00		0.00
Stage Heaters	Rental	2	225.00		450.00
<i>includes fuel, ducting, setup, etc</i>					

A/V Subtotal \$5,450.00

Firepits

Turnkey Firepits	Rental	1	2500.00		2500.00
Fire Extinguisher (3-A: 40-B, C) (accessory)	Rental	5	0.00		0.00
Fire Pit w/ Burn barrel (accessory)	Rental	5	0.00		0.00
Firewood Service (accessory)	Rental	5	0.00		0.00
Fire Tender, per hour (accessory)	Rental	1	0.00		0.00
Supplies (accessory)	Rental	1	0.00		0.00
Firepits Subtotal					\$2,500.00

Signage

Stage banners (header, (2) vertical banners) (reusable)	Sale	1	300.00		300.00
<i>recommend to put sponsor of stage on header, sponsors of event on vertical banners</i>					
Stage backdrop, mesh (reusable)	Sale	1	475.00		475.00
<i>recommend making this a very evergreen banner, no sponsors, just kent branding</i>					
Plastic A-Frame (velcro)	Rental	10	15.00		150.00
coroplast a-frame sign	Sale	20	19.00		380.00
<i>for a-frames outside participating businesses, firepit sponsors, schedule of events, etc</i>					



NORTH COAST EVENT SERVICES

Item	Type	Qty	Price	Discounted Price	Total
Signage Subtotal					\$1,305.00

Project Management + Staffing

Labor (lead)	Service	1	600.00		600.00
Labor (general)	Service	2	450.00		900.00
Stage manager, emcee	Service	1	750.00	0.00	0.00
Project Management	Service	1	1500.00	0.00	0.00
Project Management + Staffing Subtotal					\$1,500.00

Transport

Delivery	Service	1	375.00		375.00
Air Tug Trailer Mover <i>for parking stage</i>	Rental	1	0.00		0.00
Transport Subtotal					\$375.00

Discount Total	\$2,250.00
Subtotal	\$11,130.00
Tax Total	\$0.00
Grand Total	\$11,130.00

memo

CITY OF KENT PARKS AND RECREATION DEPARTMENT

To: Rhonda Hall, Budget & Finance Director
From: Angela Manley, Parks & Recreation Director
Date: January 11, 2024
Re: Appropriations Amendment Request - Child Care Grants

I am requesting an appropriation of the Ohio Department of Job & Family Services Child Care Stabilization Sub-Grants, issued by Ohio Child Care Resource and Referral Association (OCCRRA), to the following line items in the 2024 Budget:

Account Line	Amount
106 530 303 7420	\$34,800.00
106 530 303 7420	\$34,800.00
106 530 301 7420	\$24,900.00

Kent Police Department

MEMORANDUM

#

To: Rhonda Hall, Finance Director
From: Chief Nicholas Shearer
Date: January 9, 2024
Subject: Reappropriation

This memorandum is to serve as a request to reappropriate and use funds from 2023 into 2024. Detective David Marino is attending college classes to pursue his bachelor's degree. He attended classes in 2023, but we had to wait until he submitted his grades before paying reimbursement. We used PO # 2023-1976 to hold the money needed for his reimbursement. I am requesting \$3070.87 be reappropriated from that money to 2024 to cover the cost of this reimbursement. The affected budget line is 124-01-510-102.7210.

Kent Police Department

MEMORANDUM

#

To: Rhonda Hall, Finance Director
From: Chief Nicholas Shearer
Date: January 11, 2024
Subject: Reappropriation for Wellness Grant

This memorandum is to serve as a request to reappropriate and use funds from the First Responder Wellness Grant from 2023 into 2024. In 2023, our police and fire departments were jointly awarded \$102,500 in ARPA funding passed through the Ohio Emergency Management Agency for first responder wellness. To provide for the accounting of this joint initiative, new budget lines were created for both police and fire. The lines are; 124-01-510-118-7210, 124-01-510-118-7340, 124-01-510-118-7390, 128-01-510-118-7210, 128-01-510-118-7340, and 128-01-510-118-7390. During the calendar year 2023, we spent \$11,789.82 from line 124-01-510-118-7390 and \$6,924.18 from line 128-01-510-118-7390. This memo serves as a request to reappropriate the remaining \$83,786 that is left in these lines.



City Of Kent Fire Department

320 S. Depeyster St.

Kent, Ohio 44240

330. 673.8814

330.676.7374 Fax

Date: January 16, 2024

To: Rhonda Hall, Director, Budget & Finance

From: James Samels, Acting Fire Chief

Re: Reappropriations of Paramedicine Funds

Rhonda,

I am requesting reappropriation of Paramedicine Funds that were not used in 2023 in line item 128-01-510-117.7420 in the amount of \$1,625.00 to the same operating line item 128-01-510-117.7420 for the year 2024. This money can be utilized to advance the equipment and effectiveness of our program as it grows. If you have any questions or concerns, please reach out to me.

Thank you,

James Samels



City Of Kent Fire Department

320 S. Depeyster St.

Kent, Ohio 44240

330. 673.8814

330.676.7374 Fax

Date: January 19, 2024

To: Rhonda Hall, Director of Budget & Finance

From: James Samels, Acting Fire Chief

Re: reappropriation of funds

Rhonda,

I am requesting the reappropriation of funds from the capital project listed as **2023KFD015 (Shed for training props)** in the amount of \$5,000 to 2024. This shed was not purchased due to other more pressing priorities in 2023. I anticipate being able to address this project this year. Should you have any questions or concerns, please reach out to me.

Thank you,

James Samels

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Rhonda Hall
Dave Ruller

FROM: Jim Bowling *Job*

DATE: January 22, 2024

RE: 2023 Capital Improvement Program – Re-appropriations for 2024

The following projects' appropriations need to be reappropriated in 2024. These projects are critical to the infrastructure of the City and still have a defined need to be completed. Please note that re-appropriations for the entire Service Department are included in this memo. If there are any questions on the following list of funds, which were appropriated and not encumbered at the end of 2023, please let me know.

Engineering Division Projects:

East Main Street Area Improvements (2019CIP004) – This project is in the design and right-of-way acquisition phases. The project is anticipated to start construction in 2025. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2019	301 – Capital	\$1,463,552	\$1,317,197 Federal Fund \$73,178 KSU Reimbursed

North Water Street Improvements (2018CIP009) – This project was substantially completed in 2021. We are working with Main Street Kent to complete some post-construction minor enhancements items in 2024. Therefore, we request the following unencumbered monies be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2018	301 – Capital	\$42,305	

Fairchild-Woodard Signal Upgrade (2023CIP003) – This project was initiated in 2023. Materials were ordered and we anticipate construction to commence in the spring of 2024. Therefore, we request the following unencumbered monies be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	301 – Capital	\$2,000	

Walnut Street – Phase 2 Reconstruction (2019CIP009) – This project was not initiated in 2023. The project was delayed in 2023 due to higher priorities and the retirement of Rhonda Boyd, who was in charge of the project. The project is planned to commence in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2019	208 – Storm 301 - Capital	\$ 42,100 \$175,200	

Active Transportation Acquisition (2021CIP014) – This project was started in 2021 with the completion of Title Searches on potential properties. We have tentatively reached an agreement with our partners to continue this project. Therefore, we request to appropriate the following unencumbered monies in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	301 – Capital	\$62,900	

Annual Street and Sidewalk Program – The Annual Street and Sidewalk project consists of several operations including sidewalk replacement, concrete repair, chip seal, crack seal and resurfacing. The need to repair the streets and sidewalks in the City are continuous. Therefore, we are requesting the following appropriated and not encumbered monies be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	301 – Capital	\$255,000	

Pilot Sidewalk Programs (2019CIP003) – This project was initiated in 2019 to provide property owners with more timely options to repair the sidewalk in front of their properties. We have had several inquiries into the programs and residents have used the programs. The programs have been received favorably. Therefore, we request to appropriate the following monies in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2019	301 – Capital	\$15,000	

Utility Mapping Update (2018CIP014) – This is an ongoing project to continually refine and improve the mapping of our water, storm and sewer facilities. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2018	201 – Water	\$7,500	
	202 - Sewer	\$7,500	

North-South Sewer Planning Study (2020CIP006) – This project was not started due to higher priorities in the sewer fund, particularly at the Water Reclamation Facility. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	202 - Sewer	\$50,000	

Decommissioning Yacavona PS (2023CIP010) –This project was bid in 2023 and will be constructed in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	202 - Sewer	\$100,000	

Stormwater Design Standards Update (2021CIP007) –This project was not started due to conflicts with higher priorities. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	208 – Storm	\$40,000	

Majors/Stinaff/Cuyahoga Waterline Replacement (2015CIP004) – This project was constructed in 2023. There are still minor tasks potentially required to finalize the project. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2015	201 – Water	\$50,000	
2015	208 – Storm	\$50,000	

East Main Storm Lining (2021CIP017) – This project includes the lining of storm sewers, as necessary, prior to the East Main Street Construction Project. The project is currently in the design phase. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	208 – Storm	\$100,000	

Franklin/Erie Street Curb Extension (2020CIP008) – This project includes the construction of a curb extension at the northeast corner of the Erie/Franklin Streets’ intersection. The project is intended to be completed in conjunction with the private development on the southeast corner of the intersection. That project has been delayed, but is continuing to progress. Therefore, the following appropriated and not encumbered monies will need to be re- appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2020	301 – Capital	\$50,000	

Summit/Franklin Intersection (2022CIP017) – This project’s schedule was modified to correspond with the joint project with the Portage County Engineer’s office on Summit Street. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$35,000	

Sunrise Bridge Rehabilitation (2021CIP016) – This project’s design was completed in 2023 and will be bid and construction started in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$3,000	

Erie Street Parking Modification (2022CIP019) – This project was delayed due to higher priorities. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$30,000	

SR 59 Alternative Transportation Improvements (2022CIP025) – This project was initiated in 2022. Highway Safety Improvement Program (HSIP) funds were received in 2023 and the project is moving the design stage. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$740,000	\$666,000 HSP Funds \$37,000 PARTA \$12,333 Franklin Twp

Hudson Road Improvements (2023CIP007) – This project is being managed by the Portage County Engineer’s Office for Franklin Township. There were delays in the project and our matching share is anticipated to be required starting in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	301 – Capital	\$150,000	

W. Summit St. Pedestrian Improvements (2023CIP009) – This joint project is being managed by the Portage County Engineer’s Office for the improvements to the Stow Street Bridge and West Summit Street. The design of the project was delayed as funding was pursued. The design will begin in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	301 – Capital	\$15,000	

N. Mantua St. Improvements (2023CIP008) – This project’s planning and design phase was initiated in 2023. The design phase will continue through 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	301 – Capital	\$668,600	\$334,300 Davey Tree Funds

Portage Mill Race Segment – Phase 1 (2023PR007) – This project was delayed due to higher priorities and the retirement of Rhonda Boyd, Senior Engineer. The project will be initiated in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	301 – Capital	\$200,000	\$200,000 State Capital Funding

Sanitary Sewer Model Update and Recalibration (2022CIP011) – This project was initiated in 2022 and was delayed in 2023 due to higher priorities at the Water Reclamation facility. The project will recommence in 2024. Therefore, we request to appropriate the following monies in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	202 – Sewer	\$13,780	

Sanitary Design Standards (2022CIP014) – This project was unable to be started in 2023 due to higher priorities at the Water Reclamation Facility. We are hoping to initiate this project in 2024. Therefore, we request to re-appropriate the following monies in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	202 – Sewer	\$25,000	

Storm Sewer Televising (2022CIP015) – This project was unable to be started in 2023 due to higher priorities at the Water Reclamation Facility. We are hoping to initiate this project in 2024. Therefore, we request to appropriate the following monies in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	208 – Storm	\$25,000	

Central Maintenance Projects:

Concrete Floor Repair (2023CMD009) – This work was initiated in 2023 but not completed in 2023. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	201 – Water	\$12,500	
	202 - Sewer	\$5,000	

E. Main St. Lead Water Service Replacement (2023CMD010) – This work was unable to be started in 2023 due to higher priorities. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	201 – Water	\$25,000	

Vehicle Storage Fire Suppression System (2023CMD009) – This work was unable to be started in 2023 due to higher priorities. The project will commence in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	201 – Water 202 – Sewer 208 – Storm 301 - Capital	\$27,000 \$11,000 \$12,000 \$38,000	

Water Treatment Plant Projects:

SCADA Upgrades (2025WTP008) – This project was unable to be started in 2023 due to higher priorities. The study will be started in 2024. Therefore, we are requesting to appropriate the following monies in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	201 – Water 202 – Sewer	\$49,900 \$59,900	

Water Reclamation Facility Projects:

Digester Heat Exchanger (2011WRF010) –This project includes the replacement of 2 existing heat digesters, which will require a new building to meet current fire protection standards. This project is in the end of the design phase with construction scheduled to begin in 2024. Therefore, the remaining unencumbered funds will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2011	138 – ARPA	\$5,644,400	
2011	202 – Sewer	\$2,213,500	\$2,200,000 OPWC Grant and no interest Loan

Return Pumps (2023WRF007) - This project will purchase, and install return activated sludge pumps. The project was initiated in 2023 but is not completed. The project will be completed in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-appropriation request	Comment
2023	202 - Sewer	\$13,906.00	

WRF Forklift (2023WRF009)-This purchase was not completed in 2023 and is still needed. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-appropriation request	Comment
2023	202 - Sewer	\$16,500.00	

Plant Sump Pumps (2023WRF008) -This allocation will afford the purchase of a replacement sump pump used in removing collected water from the facility. The project was not started in 2023 due to higher priorities and will be initiated in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-appropriation request	Comment
2023	202 - Sewer	\$15,000.00	

Replacement Pump for College Towers Lift Station (2023WRF012) -This purchase was initiated late in 2023 and is still outstanding. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-appropriation request	Comment
2023	202 - Sewer	\$11,071.00	

Influent Screen Repair (2023WRF013) -This repair was approved late in 2023 and is anticipated to be completed in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-appropriation request	Comment
2023	202 - Sewer	\$25,000.00	

New Waste Activated Sludge Pump (2023WRF014) - This purchased was approved late in 2023 and is anticipated to be completed in 2024. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-appropriation request	Comment
2023	202 - Sewer	\$25,000.00	

Final Clarifiers Rehabilitation - Phase 1 (2022WRF001) – This project was bid and construction commenced in 2022 and continued through 2023. The project is anticipated to be completed in 2024. Therefore, we request the following unencumbered funds be reappropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	202 – Sewer	\$100,000	\$35,000 OPWC Funded \$65,000 Ohio ARPA Funded

Final Clarifiers Rehabilitation – Phase 2(2022WRF004) – This project was bid and construction commenced in 2022 and continued through 2023. The project is anticipated to be completed in 2024. Therefore, we request the following unencumbered funds be reappropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	138 – ARPA	\$40,000	
2022	202 – Sewer	\$90,000	\$90,000 OPWC Funded

Rehabilitation No. 1 Primary Clarifier (2023WRF003) – This project is in the design phase and will be bid in 2024. Therefore, we request the following unencumbered funds be reappropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	202 – Sewer	\$45,000	

Other Projects:

Standing Rock Cemetery Wall Replacement (2021KSD002) – The project was delayed due to other conflicting and higher priorities. Therefore, the following appropriated and not encumbered monies will need to be appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	301 – Capital	\$100,000	

Public Training Facility Study (2023KFD008) – The project was delayed due to other conflicting and higher priorities. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2024.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2023	128 - Fire/EMS 301 – Capital	\$25,000 \$25,000	

In addition to the above re-appropriations, the following are anticipated **reimbursements from existing encumbrances** on current projects:

Project	Fund	Source	Reimbursements
East Main Street Area Improvements	301 – Capital	Federal	\$532,186
East Main Street Area Improvements	301 – Capital	KSU	\$29,565
N. Mantua St. Improvements	301 – Capital	Davey Tree	\$65,700
WRF Final Clarifiers Rehabilitation Phase 1	202 – Sewer	Federal	\$740,870
WRF Final Clarifiers Rehabilitation Phase 1	202 – Sewer	State	\$336,660
WRF Final Clarifiers Rehabilitation Phase 2	202 – Sewer	State	\$251,160
Majors/Stinaff/Cuyahoga Waterline Replacement	001 – General	State	\$3,500
Majors/Stinaff/Cuyahoga Waterline Replacement	201 – Water	State	\$35,200
Majors/Stinaff/Cuyahoga Waterline Replacement	202 - Sewer	State	\$2,100
Majors/Stinaff/Cuyahoga Waterline Replacement	208 – Storm	State	\$5,700
Majors/Stinaff/Cuyahoga Waterline Replacement	301 - Capital	State	\$3,500

The total 2023 appropriations and reimbursements needing to be re-appropriated, by fund, based on the above are:

Fund	2023 Re-appropriations	Re-appropriations Reimbursable Amount	Existing Encumbrances Reimbursable Amount
001 – General	-	-	\$3,500
128 – Fire/EMS	\$25,000	-	-
138 - ARPA	\$5,684,400	-	-
201 – Water	\$171,900	-	\$35,200
202 – Sewer	\$2,827,157	\$2,390,000	\$1,330,790
208 – Storm	\$269,100	-	\$5,700
301 - Capital	\$4,070,557	\$2,640,008	\$630,951

C: Brian Huff
Melanie Baker
Nick Shearer
Jamie Samuels
Jon Giaquinto
Pat Homan
Cori Wimer
Bill Schesventer
John Ellison
Brad McKay
Gary Labajetta
Cathy Wilson
Sheri Chestnutwood
David Krise



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE

To: Rhonda C. Hall, CPA, Director of Budget and Finance

From: Brian Huff, CPA Controller

Date: January 24, 2024

Re: Appropriation Amendment Needed

An amendment to appropriations in funds 201 and 202 are being requested in order to pay OWDA/Ohio EPA debt for the Southwest Sanitary Sewer out of the correct fund. We will reduce appropriations in fund 201:

201-07-550-800-7812 (\$61,370)

201-07-550-800-7832 (\$18,435)

And increase appropriations in Fund 202:

202-07-550-800-7812 +\$61,370

202-07-550-800-7832 +\$18,435

I would also like to add \$1,000 in appropriations to Fund 208 for the payment of fees to Portage County for processing special assessments related to Storm Water.

208-05-550-508-7340 \$1,000

Thank you!

Brian Huff, Controller