

# **FINANCE COMMITTEE AGENDA**

## **April 28, 2025**

### **Finance Committee (6:00 p.m.)**

1. Assignment of Requests for Council Action
2. 25-094-4/28 – Budget Amendments
  - a. #2025-016 – Parks
3. 25-095-4/28 – PY25 CDBG Allocation Grant
4. 25-096-4/28 – South Town Streetscape Improvements
5. 25-097-4/28 – Amend Code 133.01 – Association Memberships – Service
6. 25-098-4/28 – Water Line Easement – S. Court Water Main Loop
7. 25-099-4/28 – Access & Landscape Easement at S. Court Street Water Tower Site
8. 25-100-4/28 – Fair Market Value Estimates for Prospect St. Bridge
9. 25-101-4/28 – Expenditure – HSH Construction & Excavating
10. 25-102-4/28 – First Energy Utility Easement
11. 25-103-4/28 – Construction Agreement – Highpoint Dr. Widening
12. 25-104-4/28 – Expenditure – Health & Fitness Equipment – MCRC
13. 25-105-4/28 – American Dream Video Release – MCRC
14. 25-106-4/28 – MMHA Lease – 135 N. Elmwood
15. Executive Session: (imminent litigation)

## **REQUESTS FOR COUNCIL ACTION/DISCUSSION**

### **Finance Committee**

- 25-094-4/28 – Budget Amendments
- 25-095-4/28 – PY25 CDBG Allocation Grant
- 25-096-4/28 – South Town Streetscape Improvements
- 25-097-4/28 – Amend Code 133.01 – Association Memberships – Service
- 25-098-4/28 – Water Line Easement – S. Court Water Main Loop
- 25-099-4/28 – Access & Landscape Easement – S. Court Water Tower Site
- 25-100-4/28 – Fair Market Value Estimates for Prospect St. Bridge
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- 25-105-4/28 – American Dream Video Release – MCRC
- 25-106-4/28 – MMHA Lease - 135 N. Elmwood

4/28/25

(Finance use only)

RCA Number  
(Council use only)

RCA 25-094-412  
Finance

# REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

NO. 2025-016

x

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		104-0301-53313	Parks Maintenance - Operating	\$534.74		x

## EXPLANATION:

Accept check # 46212 from Mini Melts of America, Inc. revenue sharing from ice cream vending machine at Fred Greenwood Park

DEPARTMENT HEAD:

[Signature]

DATE:

4/14/25

MAYOR'S APPROVAL:  
(WHEN NECESSARY)

[Signature]

4.15.25

## COUNCIL/COMMITTEE ACTION:

APPROVED:

DENIED:

RETURNED FOR EXPLANATION:

RETURNED TO USE EXISTING ACCOUNT FUNDS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ORD. NO.

85-25

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE  
COPY TO DEPT. HEAD  
COPY TO COUNCIL

# REQUEST FOR COUNCIL ACTION

No. RCA 25-095-4/28  
Committee Finance

FROM: Andrew Dutton

DATE: 4/21/25

SUBJECT: PY25 CDBG Allocation Grant

## SUMMARY AND BACKGROUND:

The City of Medina intends to apply to the Ohio Department of Development for the Small Cities Community Development Block Grant (CDBG) Allocation Program in the amount of \$150,000. Council Action and Approval is required for Submission of CDBG Allocation Application.

The first public hearing for the CDBG application was held on March 12, 2025 to provide information about the CDBG program and explain program requirements. The hearing was followed by the Community Development Implementation Strategy (CDIS) meeting to discuss potential projects. The second public hearing was held on April 23, 2025 to announce selected projects. The CDBG application is due to the State on June 11, 2025.

Below are the projects being proposed for the PY25 CDBG Allocation grant:

Project	Description	Amount	Funding Source
Activity #1	Medina County Public Transit General Operating Costs	\$75,000	CDBG
Activity #2	City of Medina Code Enforcement	\$45,000	CDBG
Fair Housing	Medina County Fair Housing Office	\$5,000	CDBG
Administration	City Staff & Kleinfelder	\$25,000	CDBG
Total	-	\$150,000	CDBG

The National Objectives being met are as follows:

Medina County Public Transit: Benefit to Low and Moderate Income (LMI) persons (Limited Clientele)  
City of Medina Code Enforcement: Benefit to LMI persons (LMI Area Benefit)

**Suggested Funding: \$150,000**

- Sufficient funds in Account No.
- Transfer needed from Account No.  
to Account No.
- NEW APPROPRIATION needed in Account No. TBD

Emergency Clause Requested: Yes

Reason: The PY 25 CDBG application is due on June 11, 2025 and Council Action and Approval is required for Submission of CDBG Allocation Application.

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

## REQUEST FOR COUNCIL ACTION

No. RCA 25-096-4 | 28  
Committee: Finance

**FROM:** Andrew Dutton  
**DATE:** 4/21/25  
**SUBJECT:** South Town Streetscape Improvements

### SUMMARY AND BACKGROUND:

In 2023, Main Street Medina commissioned the South Town District Design Plan which identified numerous aesthetic and placemaking improvements. The Plan incorporated a gateway feature and street elements (planters, seating, etc.) on South Court Street. Using the Plan's direction, Main Street Medina successfully secured \$62,000 in grant funding to install the gateway feature and street elements in South Town.

The attached plans propose to utilize the grant funds to install 20 ft. tall gateway entrance pillars at South Court Street and Smith Road, 15 ft. tall pillars at South Court Street and Lafayette Road, and 3 ft. x. 3 ft. x 3 ft. flower pots ("Shrubtubs") in the South Court Street tree lawn. The Pillars and Shubtubs will be Corten Steel which develops a stable, reddish-brown rust-like patina when exposed to the elements. This patina acts as a protective barrier, reducing further corrosion and eliminating the need for painting. The elements will be manufactured in the U.S. and similar items from the manufacturer have been utilized recently in Cleveland's Public Square and Tower City.

This request is to accept the elements along South Court Street. The installation of the pillars will require assistance from the City's Service and/or Engineering Departments and may include the pouring of new footers for the pillars. The Shrubtubs will be placed in the tree lawn year round and Main Street Medina will be responsible for the upkeep of the flowers.

**Estimated Cost:** -

**Suggested Funding:**

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

**Emergency Clause Requested:** No  
**Reason:**

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### COUNCIL USE ONLY:

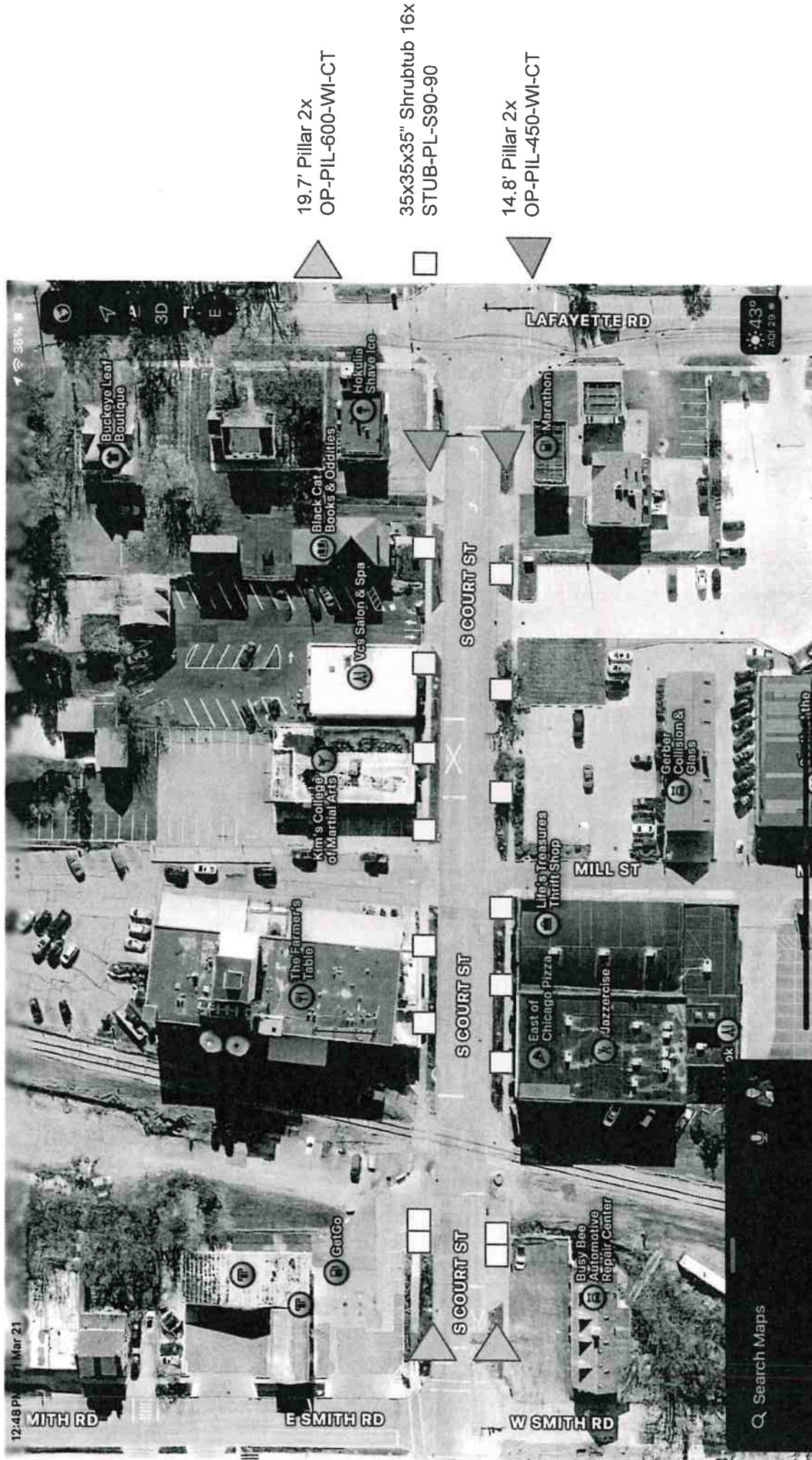
**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**





19.7' Pillar 2x  
OP-PIL-600-WI-CT

35x35x35" Shrubtub 16x  
STUB-PL-S90-90

14.8' Pillar 2x  
OP-PIL-450-WI-CT

Search Maps

20 ft

SOUTH TOWN

15 ft



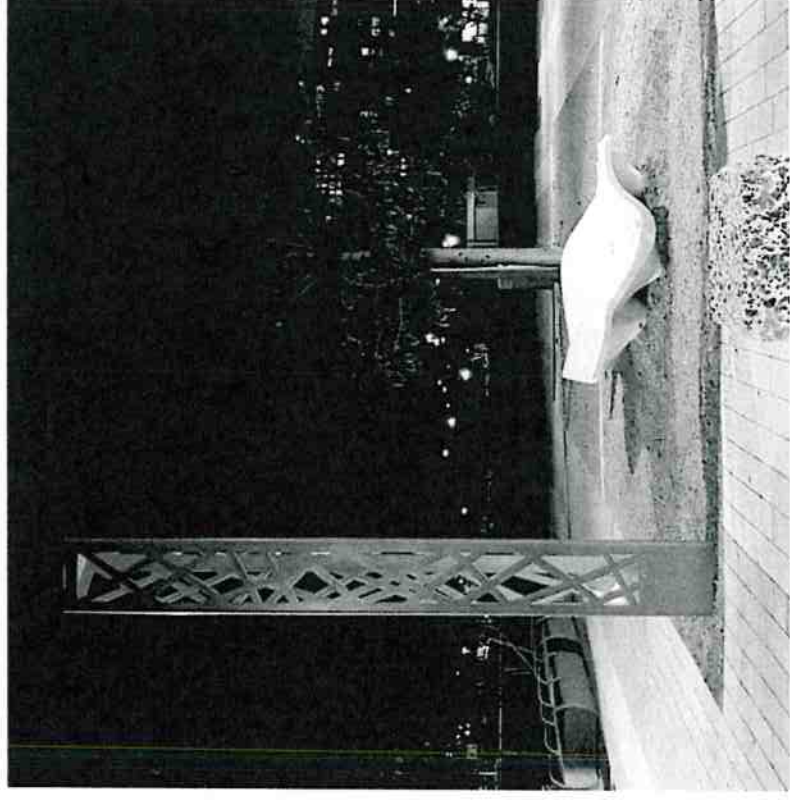
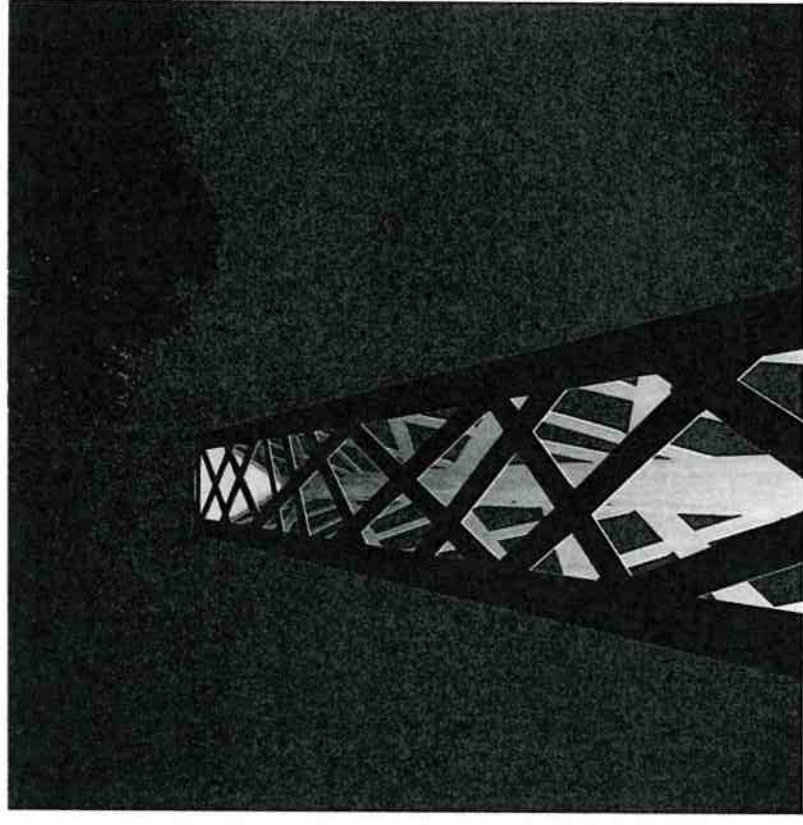
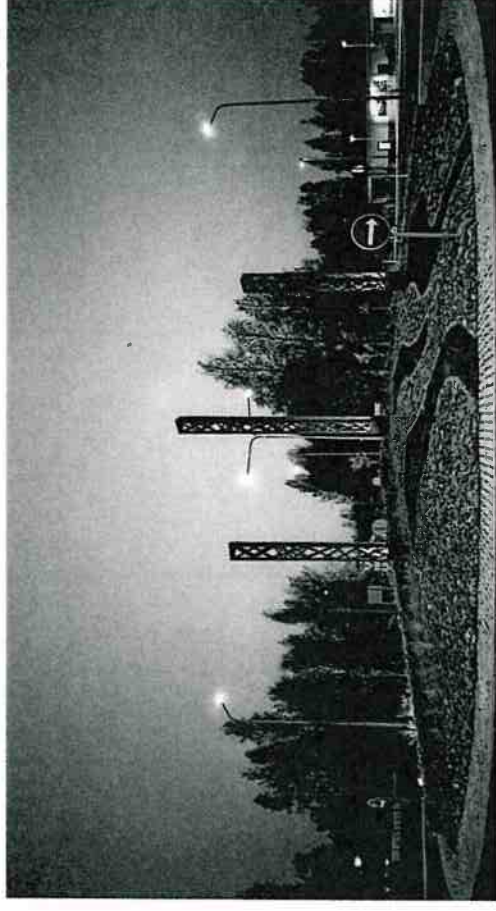
3 x 3 x 3 ft



- 2 custom pillars (north end),
- 2 standard pillars (south end),
- 16 planters = **\$59,412**
- \$62,000 grant
- leaves **\$2,588** for lighting, plants, incidentals, etc.



All Pillars -  
Multi-Color  
Internal Illumination





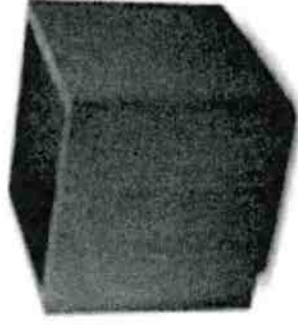
## Shrubtubs Square

The **Shrubtubs Square** are tree tubs made from 4mm - 0.15" thick Corten steel. They contain a volume of substrate up to a maximum of 5 m<sup>3</sup> - 177 cu ft. and are suitable for shrubs, multi-stemmed trees. Bigger city trees depend on this substrate volume. The TreeTec® Bottom Up nursing system is optional.

The Shrubtub Square is a beautiful, sleekly detailed product available with a special double-layer powder coating. The

Shrubtubs can be easily relocated and have anchoring for the root ball. To prevent sagging due to soil pressure, the single-walled sides are reinforced with an upper frame. If necessary, this edge can be deepened to allow grilles to be installed.

The TreeTec® Bottom Up system ensures adequate insulation, oxygen circulation, root ball fixing, irrigation and excess water drainage.



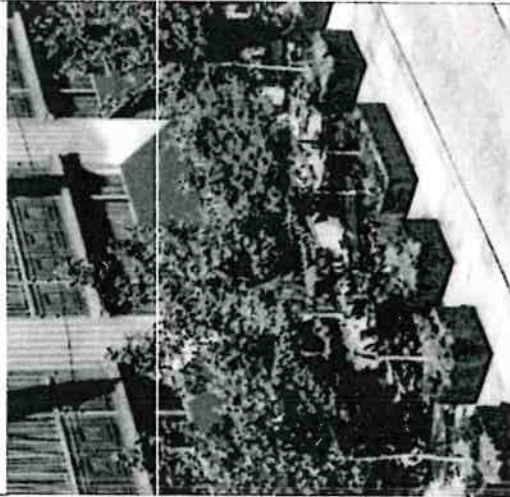
STUB-PL-590-90  
90x250x90 cm, 10,65 m<sup>3</sup>



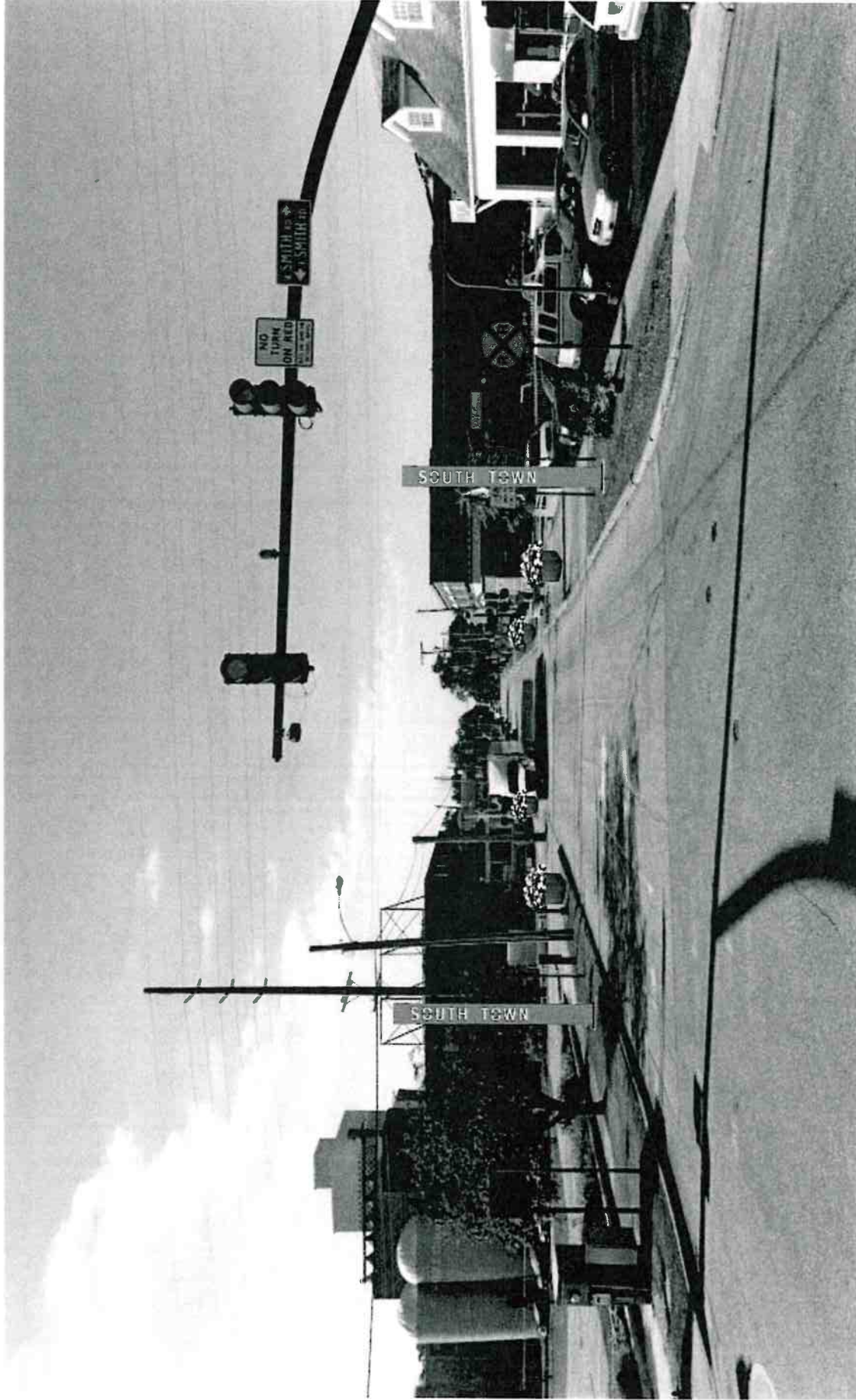
STUB-PL-90-180-90  
90x180x90 cm, 13,75 m<sup>3</sup>



STUB-PL-630-90  
230x210x90 cm, 46,4 m<sup>3</sup>

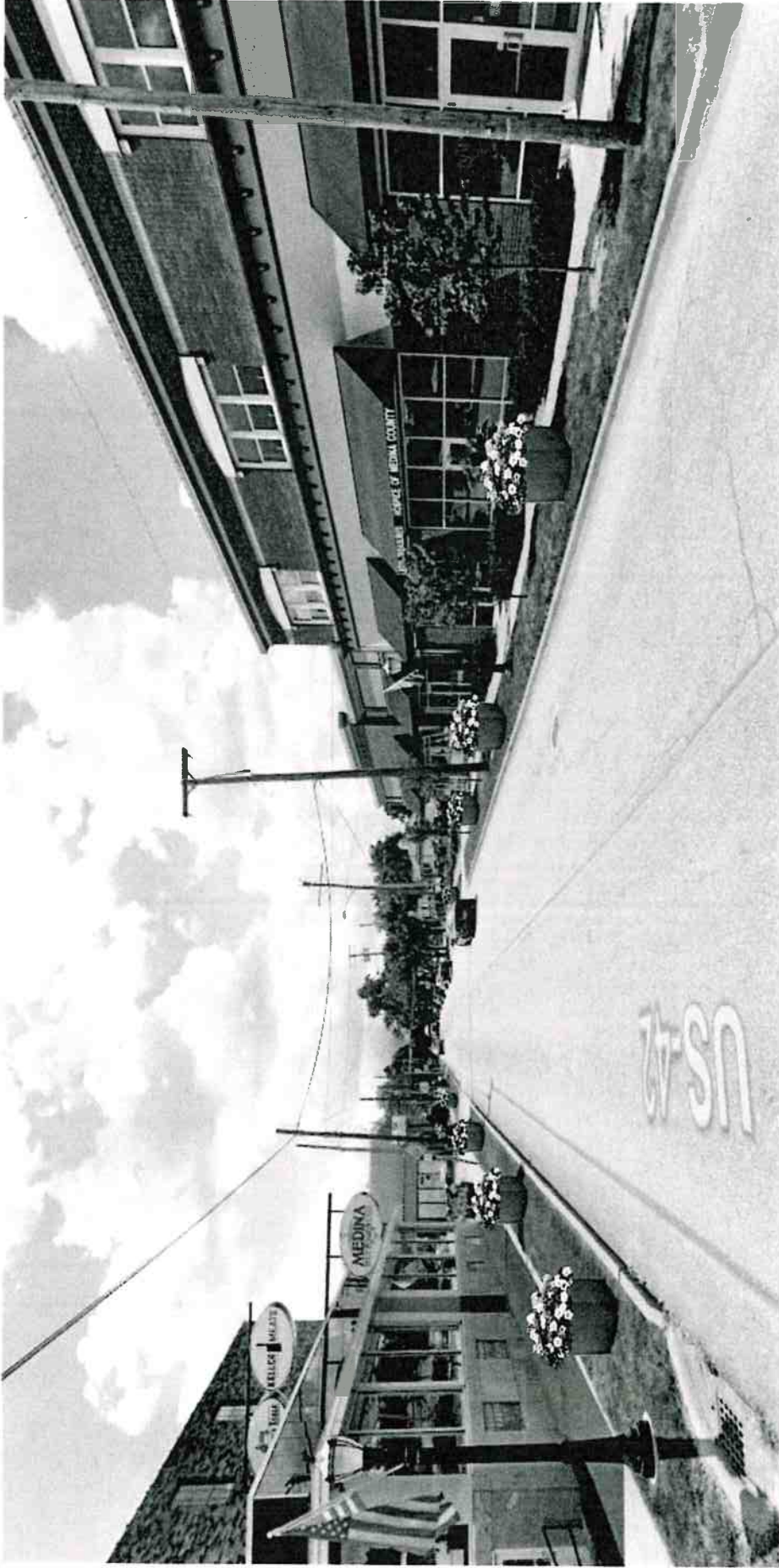


*South Court Street - South of Smith Road*

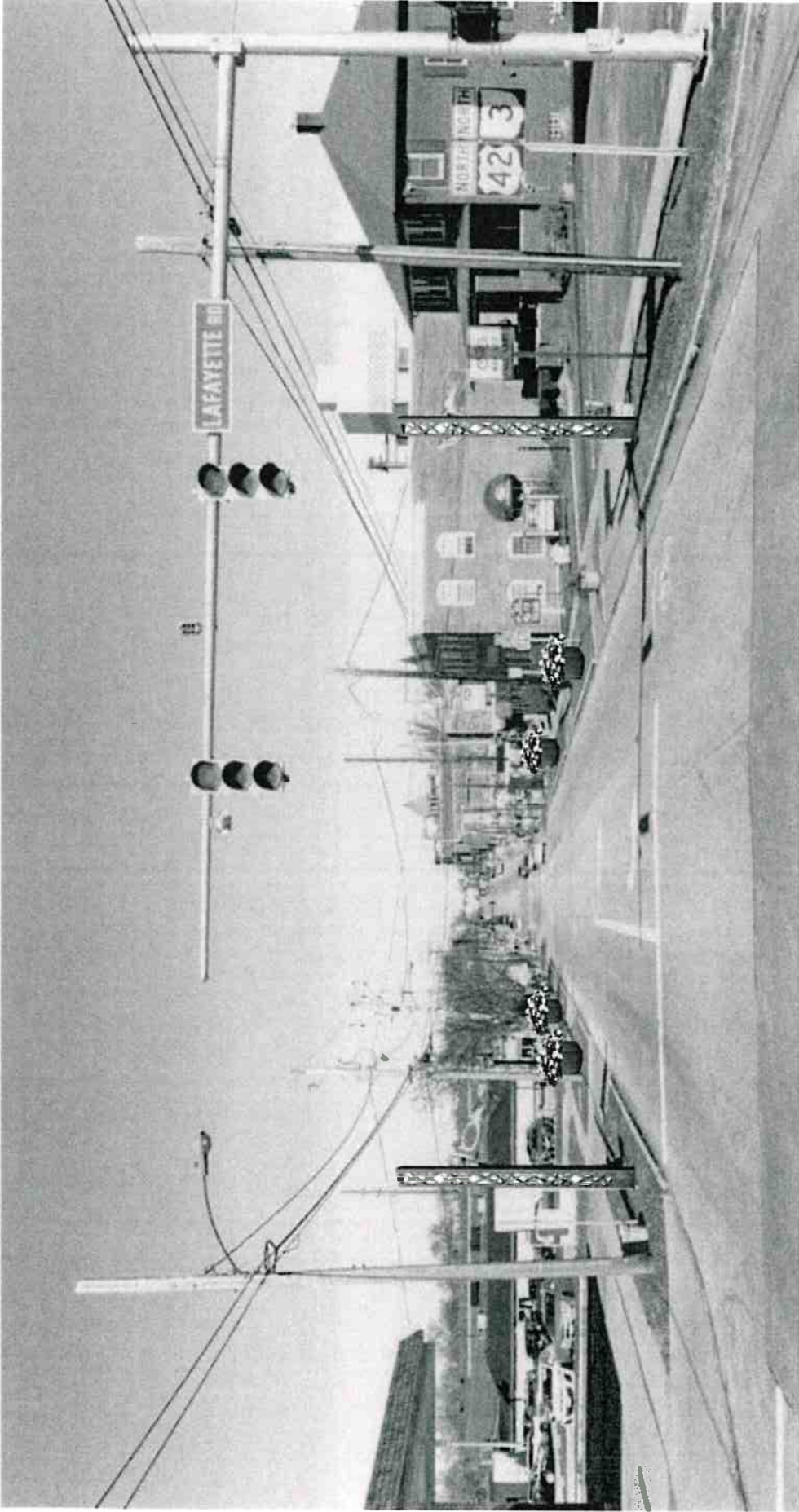




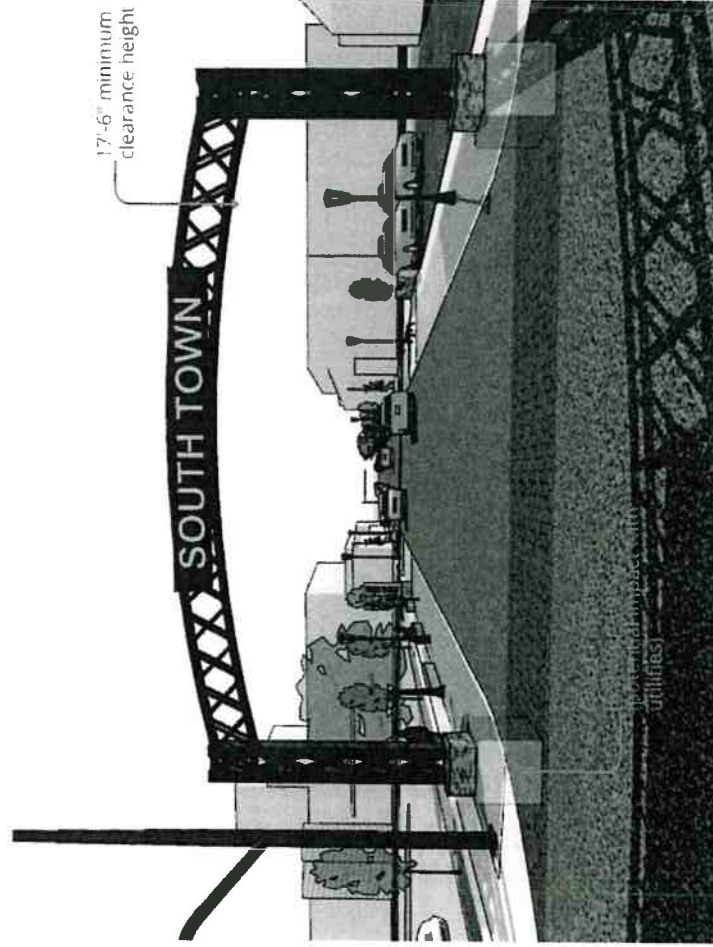
*South Court Street - South of the Railroad Tracks*



*South Court Street - North of Lafayette Rd*







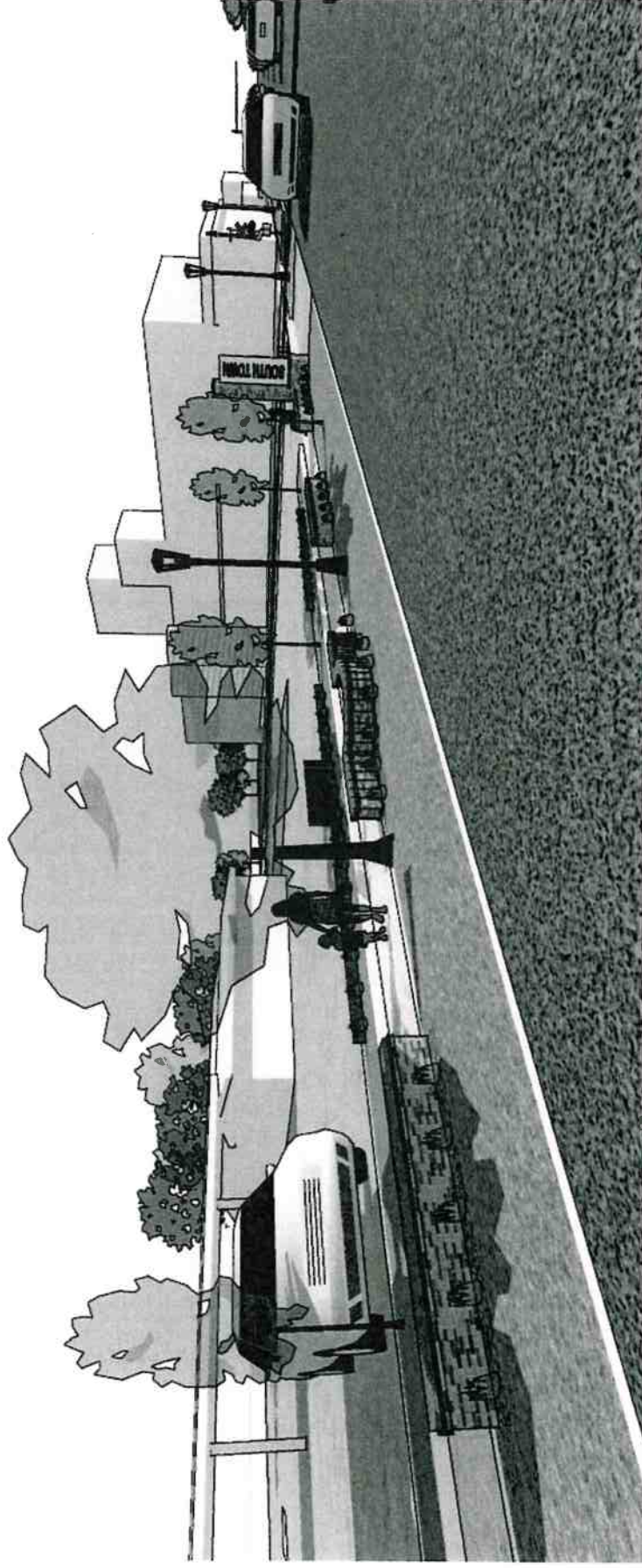
Note: The archway is an unlikely option due to the following issues:

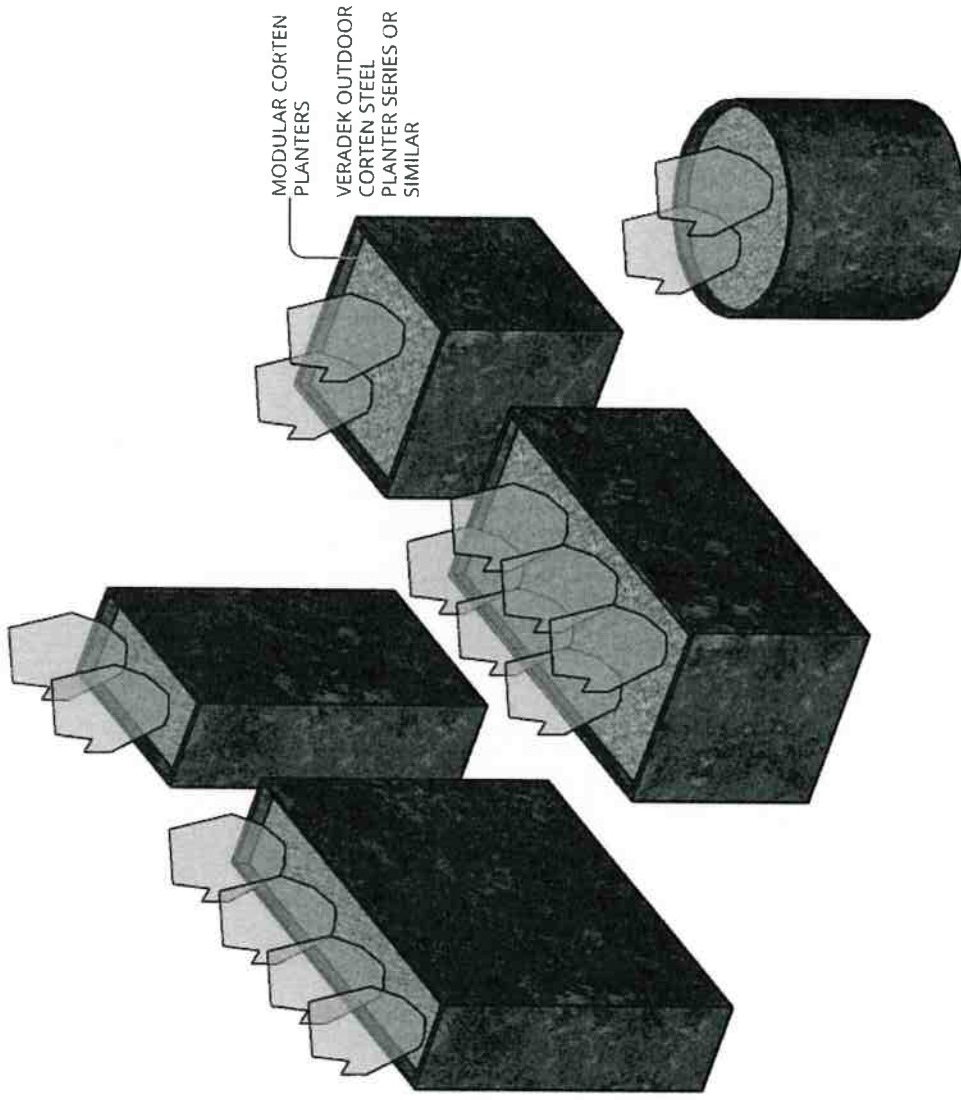
- The location of footings is the utility location area
- The required height of the archway makes it out of scale
- Limited space within the ROW to place pillars (due to signage, mast arms, fire hydrants, etc.)
- Would likely require the acquisition of, or use of, private property on the west side of Court.
- ODOT permissions/approvals would likely take 2-3 years and all construction would be required to follow DOT design and approval processes

Based on these factors, we have provided this a highly unlikely solution.

This is an alternative to outline the potential for a perceived arch, while still maintaining the same style of benefits. One could be placed on each side if desired.

## GATEWAY OPTIONS





## PLANTER OPTIONS

OK  
Art Hammett  
4-22-25  
**REQUEST FOR COUNCIL ACTION**

No. RCA 25-097.4/08  
Finance

FROM: Nino Piccoli Service Director

DATE: April 22, 2025

SUBJECT: Purchasing Membership

*Amend Cod. Ordinances 133.01*

*Association Memberships*

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council approval for the City of Medina to become a participating member of HGACBuy Cooperative. HGACBuy is a nationwide, government procurement service. All contracts available to participating members of the HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statues.

There is no cost associated with this membership.

Suggested Funding: Sufficient funds in Account No.  
Transfer needed from Account No.

to Account No.

- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO  
Reason:

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**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:





## Interlocal Contract Form

### Steps for Completing and Executing the ILC Process ▼

#### INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.:

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Medina**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **132 N. Elmwood Ave. Medina, OH 44256**.

## **WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **05/12/2025** (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

## **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

## **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

## **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

## **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **01/01/2025** and ends **12/31/2025**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H- GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

## **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H- GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

## **ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

## **ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

## **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

## **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

## **ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.



# ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

## THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

**City of Medina**

Name of End User (local government, agency,  
or non-profit corporation)

**132 N. Elmwood Ave.**

Physical Address

**Medina, OH 44256**

City, State ZIP Code

Signature of chief elected or appointed official

**Dennis Hanwell, Mayor**

Typed Name & Title of Signatory, Date

***Houston-Galveston Area Council***

3555 Timmons Lane, Suite 120,  
Houston, TX 77027

By:

Executive Director

Attest:

Manager

Date:



## END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**

**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: **City of Medina** County Name: **Medina**

Mailing Address: **132 N. Elmwood Ave. Medina, OH 44256**

Main Telephone Number: **330-725-8861** FAX Number:

Physical Address: **132 N. Elmwood Ave. Medina, OH 44256** County Name: **Medina**

Web Site Address: **[www.medinaoh.org](http://www.medinaoh.org)**

Official Contact: **Nino Piccoli**

Mailing Address: **132 N. Elmwood Ave.  
Medina, OH 44256**

Title: **Service Director**

Ph No.: **330-350-2857**

FX No.: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-Mail Address:

**[npiccoli@medinaoh.org](mailto:npiccoli@medinaoh.org)**

Authorized Official: **Dennis Hanwell**

Mailing Address: **132 N. Elmwood Ave.  
Medina, OH 44256**

Title: **Mayor**

Ph No.: **330-722-9020**

FX No.:

E-Mail Address:

**[dhanwell@medinaoh.org](mailto:dhanwell@medinaoh.org)**

Official Contact: **Nino Piccoli**

Mailing Address: **132 N. Elmwood Ave.  
Medina, OH 44256**

Title: **Service Director**

Ph No.: **330-350-2857**

FX No.: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-Mail Address:

**[npiccoli@medinaoh.org](mailto:npiccoli@medinaoh.org)**

Official Contact: **Kathy Patton**

Mailing Address: **132 N. Elmwood Ave.**  
**Medina, OH 44256**

Title: **Council Clerk**

Ph No.: **330-722-9040**

FX No.:

E-Mail Address:

**kpatton@medinaoh.org**

Official Contact: **Kathy Patton**

Mailing Address: **132 N. Elmwood Ave.**  
**Medina, OH 44256**

Title: **Council Clerk**

Ph No.: **330-722-9040**

FX No.:

E-Mail Address:

**kpatton@medinaoh.org**

# **COMPLETING AND EXECUTING THE ILC PROCESS**

## **Step 1 (complete)**

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

## **Step 2**

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

## **Step 3**

Scan and email a copy of the contract to H-GAC at [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com), or fax it to 713-993-2424.

The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

## **Step 4**

H-GAC will execute the contract and return a copy to you electronically.

[Go Back](#)

**[Submit](#)**

## **Contact Information**

**H-GAC Mailing Address:**

P.O. Box 22777

Houston, TX. 77227-2777

**Phone: 1-800-926-0234 (tel:18009260234)**

**Fax: 713-993-4548**



### **H-GAC Physical Address**

3555 Timmons Lane, Suite 120  
Houston, TX 77027

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(<https://www.facebook.com/HGACBuy/>)

(<https://twitter.com/HgacbuyTeam1>)

(<https://www.linkedin.com/company/hgacbuy/>)

**REQUEST FOR COUNCIL ACTION**

FROM: Patrick Patton

DATE: April 22, 2025

SUBJECT: Water Line easement for the construction of Job #1181 – S. Court Water Main Loop

NO. RCA 25-098-4/28

COMMITTEE  
REFERRAL: Finance

This request is for Council to accept and approve the attached water line easement from Albrecht, Inc. to the City of Medina for the construction of the South Court Street Water Main Loop. This water main will be installed primarily on private property owned by Albrecht, Inc. The easement is necessary in order to allow for construction of this water line.

Thank you for your consideration.

ESTIMATED COST: No Cost

**SUGGESTED FUNDING:**

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested:

Reason:

Yes

This project has already been awarded. We would like to commence construction as soon as possible in order to be completed prior to the opening of the new Acme grocery store.

**COUNCIL USE ONLY:**

**COMMITTEE RECOMMENDATION:**

Council Action Taken:

Ord./Res. Number:

Date:

## WATER LINE EASEMENT AGREEMENT

**THIS WATER LINE EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Albrecht, Incorporated**, an Ohio corporation (“**Grantor**”), whose mailing address is 17 S. Main Street, Suite 401, Akron, OH 44308, and the City of Medina, a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, its successors and assigns, forever (“**Grantee**”), whose address is 132 North Elmwood Avenue, Medina, OH 44256.

### **RECITALS**

1. Grantor is the owner of fee title in and to certain parcels of real estate (collectively, the “**Development Tract**”) the majority of which is located in the City of Medina (the “**City**”) and the remainder of which is located in the Township of Monville, Medina County, Ohio, which parcels are more particularly described on **Exhibit A** attached hereto and made a part hereof.

2. Grantee is the owner of fee title in and to a parcel of real estate (the “**Water Tower Parcel**”) located in the City, which parcel is more particularly described on **Exhibit B** attached hereto and made a part hereof (collectively, each parcel constituting the Development Tract and the Water Tower Parcel are sometimes hereinafter individually called a “**Parcel**” and collectively called the “**Parcels**”).

3. Grantor desires to grant and Grantee desires to receive, upon and subject to the terms and conditions herein provided, certain easements across a portion of the Development Tract.

4. The parties hereto desire to enter into this Agreement in order to set forth the terms and conditions governing the easements herein granted.

**NOW, THEREFORE**, in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements of the parties hereto, and other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals Incorporated by Reference.** The provisions of the foregoing recital paragraphs are by this reference herein incorporated as if they had been set forth in the text of this Section 1.

2. **Grant of Easement.** Subject to the terms of this Agreement and to all covenants, conditions, and restrictions affecting the Parcels, Grantor grants to Grantee a perpetual, non-exclusive easement (the “**Water Line Easement**”) in, on, through, under, and across the real property described in **Exhibit C** and depicted on **Exhibit D**, attached hereto and made a part hereof (the “**Easement Area**”), for the purpose of constructing, installing, operating, reconstructing, replacing, removing, repairing, maintaining, inspecting, protecting, renewing, and relocating (collectively, “**Maintaining**”) (within the Easement Area), a water line to connect to Grantee’s water tower located on the Water Tower Parcel (the “**Water Line**”). Every time prior to performing any activities affecting the surface of the Easement Area that are reasonably expected to take more than twenty-four (24) hours to complete, Grantee shall provide Grantor not less than ten (10) -days’ prior written or telephonic notice, which notice shall describe the scope of said activities and include a proposed timeline for the completion of said activities. Notwithstanding the foregoing, in the event of an emergency no advance notice by Grantee to access the Easement Area will be required, provided Grantee shall provide notice of having accessed the Easement Area as soon as reasonably possible. Upon not less than thirty (30) days’ prior written request, and so long as Grantee’s use of the Laydown Area does not unreasonably interfere with the operation of any of Grantor’s tenants operating from the Development Tract, Grantor shall permit Grantee to use an area no greater than an approximately 30’ by 40’ and generally rectangular area of the Development Tract outside of the Easement Area (a “**Laydown Area**”), from time to time, as a laydown area in connection with Maintenance for a period of time no longer than is reasonably necessary to complete such Maintenance (a “**Laydown Area Use Period**”), but in no event longer than thirty (30) days per calendar year in connection with Maintenance. Notwithstanding the foregoing, in the event of an emergency no advance notice by Grantee to access a Laydown Area will be required, provided, however, that Grantee shall provide notice of having accessed a Laydown Area as soon as reasonably possible; provided however, that Grantor may deny access to use a Laydown Area during the months of November and December in its sole discretion, unless use of a Laydown Area is necessary to repair a break in the Water Line. At all times, the location of the Laydown Area shall be determined by Grantor in Grantor’s sole discretion, and Grantor shall have the right to relocate the Laydown Area, from time to time, and any time, exercised in Grantor’s sole but reasonable determination. Prior to the end of each Laydown Area Use Period, Grantee shall restore the Laydown Area to the same condition as delivered to Grantee. In addition to complying with all applicable laws, regulations, and ordinances, Grantee will keep the Laydown Area and the Easement Area in a neat, clean, and safe manner at all times when using any portion of the Development Tract.



3. **Location of Improvements; Grantee's Obligations.** The Water Line shall be of a diameter no greater than twelve inches (12"), shall be located completely underground, and only between five feet (5') (the "**Minimum Water Line Depth**") and seven feet (7') (the "**Maximum Water Line Depth**") below the surface. Grantee, at Grantee's sole cost and expense, shall be solely responsible for the maintenance, repair, and replacement of the Water Line. All rights and obligations of Grantee under this Agreement shall be exercised so as to interfere as little as practicable with the operations on such Parcels of the owners thereof or their employees, agents, tenants, invitees or licensees. At no time shall vehicular access to any Parcel be unreasonably restricted because of the exercise of Grantee's rights or obligations under this Agreement. Grantee shall promptly repair any damage to the surface of the Easement Area and to Grantor's Permitted Improvements (defined below) resulting from the exercise of Grantee's rights and obligations under this Agreement. Such repairs shall restore the Easement Area and the Grantor's Permitted Improvement to substantially the same condition as existed prior to the damage. Grantee shall bear all costs associated with such repairs. Grantee shall comply with all applicable laws, regulations, and ordinances in exercising its rights under this Agreement.

4. **Building Restrictions; Grantor Reservations.** No buildings shall be constructed in the Easement Area. Grantor reserves the right, however, to use the Easement Area to construct, install, operate, reconstruct, replace, remove, repair, maintain, inspect, protect, renew, and relocate driveways, sidewalks, surface roads, parking areas, curb cuts, landscaping, and similar improvements in, on, over, through, and across the Easement Area above the Minimum Water Line Depth, and to construct, install, operate, reconstruct, replace, remove, repair, maintain, inspect, protect, renew, and relocate (within the Easement Area) underground utility lines crossing the Water Line in, through, under and across the Easement Area below the Maximum Water Line Depth (collectively, "**Grantor's Permitted Improvements**").

5. **Ingress and Egress.** Grantee shall have the right of access over and across the Easement Area, and the right of ingress and egress, including in and over existing or future driveways and other routes on portions of the Development Tract as Grantor may reasonably designate from time to time for the purpose of exercising and enjoying the rights granted in this Agreement.

6. **Temporary Construction Easement:** Grantor hereby grants to Grantee the temporary right and easement on, over, through, under and across a ten (10')- foot strip immediately west of the Easement Area (the "**Temporary Easement Area**"), said Temporary Easement running parallel to the western boundary of the Easement Area, for the purposes of excavating in and marshalling workers, material and equipment on the Temporary Easement Area to facilitate construction and installation of a water line within the Easement Area.

7. **Dedication.** The Agreement and rights created, reserved, granted, and established in this Agreement do not, are not intended to, and shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.

8. **Covenant Running with Land.** This Agreement and rights created, reserved, granted, and established in this Agreement shall run with the land and be binding upon, and inure to the benefit of the respective heirs, devisees, legatees, legal representatives, administrators, assigns, transferees, and successors of Grantor and Grantee.

9. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or upon receipt or refusal of delivery by a nationally recognized overnight courier, addressed as follows:

If to Grantor: Albrecht, Incorporated  
17 South Main Street, Suite 401  
Akron, Ohio 44308

It to Grantee: City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256.

Either party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party.

10. **Amendment to Easement.** This easement contains all agreements, express or implied, between Grantor and Grantee and may be amended only by a written instrument in recordable form executed and acknowledged by both Grantor and Grantee.

11. **No Merger.** The easements established and created by this Agreement shall not merge or be otherwise impaired or affected by reason of the common ownership of all or any portion of the parcels benefited and burdened by this Agreement.

12. **Encumbrances.** The grants herein are accepted by Grantee subject to any and all encumbrances, reservations, conditions, covenants, easements, and restrictions, if any, of record or otherwise affecting the use of the Easement Area.

*[Remainder of page intentionally left blank. Signature and acknowledgement pages follow.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their proper officer duly authorized to execute same, upon the dates indicated below.

**ALBRECHT, INCORPORATED,**  
an Ohio corporation

By: \_\_\_\_\_  
Joseph B. Albrecht, President

**CITY OF MEDINA,**  
a municipal corporation organized and existing  
under the constitution and the laws of the State of  
Ohio

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Greg Huber, Law Director

STATE OF OHIO                    )  
COUNTY OF SUMMIT        ) ss:

The foregoing was acknowledged before me, a Notary Public, in and for said County by Joseph B. Albrecht, who is personally known to me and who is the President of ALBRECHT, INCORPORATED, an Ohio corporation, on behalf of the corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
COUNTY OF SUMMIT        ) ss:

The foregoing was acknowledged before me, a Notary Public, in and for said County by \_\_\_\_\_, who is personally known to me and who is the \_\_\_\_\_ of the CITY OF MEDINA, a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, on behalf of the municipal corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Prepared by:  
Jacinto A. Nunez  
Vorys, Sater, Seymour and Pease LLP  
50 S. Main Street, Suite 1200  
Akron, OH 44308

## **Exhibit A**

### **The Development Tract**

#### **Parcel 1**

Situated in the City of Medina, County of Medina and State of Ohio: and known as being the whole of Medina City Lot 9224, containing approximately 11.6963 acres, as shown by Plat Document #2019PL000008C of the Medina County Recorder's records.

Parcel Number: 028-19C-20-153

Prior Instrument Reference: Instrument No. 2019PL000008, Medina County Recorder, Medina County, Ohio.

#### **Parcel 2**

Situated in the Township of Montville, County of Medina and State of Ohio being part of Lot 5 & 24 bounded and described as follows:

Beginning at an iron pin set in the East line of said Lot No. 5 S. 0 deg. 50' W., a distance of 1128.24 feet from the Northeast corner of said lot and in the Westerly right-of-way of S.H. No. 25; thence S. 89 deg. 07' E., a distance of 30.00 feet to a point in the centerline of S.H. No. 25; Thence S. 0 deg. 50' W., with the centerline of S.H. No. 25, a distance of 175.00 feet to a point; thence N. 89 deg. 07' W. through an iron pin set 30.00 feet from the centerline of S.H. No. 25 and in the East line of said Lot No. 5, a distance of 236.72 feet to an iron pin set; thence N. 0 deg. 50' E., a distance of 195.00 feet to an iron pin set; thence S. 89 deg. 07' E., a distance of 106.72 feet to an iron pin set; thence S. 0 deg. 50' W., a distance of 20.00 feet to an iron pin set; thence S. 89 deg. 07' E, a distance of 100.00 feet to the point of beginning and containing therein 1.00 acre of land as surveyed August 17, 1962 by Henry L. Perry, Registered Surveyor No. 4420.

Less and except:

COMMENCING at the point of intersection of the centerline of Wooster Pike, S.R. 3 (width varies) and the centerline of High Point Drive (80 feet width), said point of intersection being centerline of right of way and construction station 503+47.77, 0.00T, thence, along the centerline of right of way and construction, North 00°26'32" West, a distance of 234.28 feet to the southeast corner of said Albrecht Incorporated parcel, station 505+82.05, 0.00'L and also being the TRUE PLACE OF BEGINNING for the following described parcel;

thence, South 89°39'27" West, along the south line of said Albrecht Incorporated parcel, (passing over a 1/2" iron pin in concrete found at 30.37 feet), a distance of 35.00 feet to a 3/4" iron pin capped "Lewis Land Professionals/ODOT RW" set;

thence, North 00°26'32" West, a distance of 175.00 feet to a 3/4" iron pin capped "Lewis Land Professionals/ODOT RW" set on a northerly line of said Albrecht parcel;



thence, North 89°39'27" East, (passing over a 1/2" iron pin found at 5.00 feet), a distance of 35.00 feet to the northeast corner of said Albrecht parcel, also being on the centerline of said Wooster Pike, S.R.3;

thence, South 00°26'32" East, along the centerline of said Wooster Pike, S.R. 3 and the east line of said Albrecht Incorporated parcel, a distance of 175.00 feet, to the PLACE OF BEGINNING, containing 0.1406 acres of land, more or less, as determined from a field survey under the direction of Joseph A. Burgoon, Registered Surveyor No. 8325, in June 2014, for and on behalf of Lewis Land Professionals, Inc.

The BASIS OF BEARING for this description is North 00°26'32" West along the centerline of Wooster Pike, S.R. 3, as recorded in Document No. 2008PL000060 of the Medina County Recorder's Records.

The above described area is contained within the Medina County Auditor's parcel number 030-11A-01-006 and contains 0.1406 acres, of which 0.1205 acres are in the present road occupied, leaving a net take of 0.0201 acres.

Containing within said boundaries after said exception .8594 acres of land more or less, subject to all legal highways.

Tax Parcel No. 030-11A-01-025

Prior Instrument Reference: Instrument Nos. 2009OR020256 and 2016OR021988, Medina County Recorder, Medina County, Ohio.

Exhibit B

**The Water Tower Parcel**

**Situated in the City of Medina, County of Medina and State of Ohio:**

and known as being part of Medina City Lot Number 3250 being further bounded and described as follows:

Beginning at the Southeast corner of Medina City Lot 3250, said point being in the Westerly right-of-way line of South Court Street, S.R. 3, 60 feet wide; and the principal place of beginning of the parcel described herein;

Thence N-89°58'08"-W, along the South line of Medina City Lot 3250, 208.00 feet to a point;

Thence N-00°09'58"-E, 184.00 feet to a point;

Thence S-89°58'08"-E, 208.00 feet to a point in the Westerly right-of-way line of South Court Street;

Thence S-00°09'58"-W, along the Westerly right-of-way line of South Court Street, 184.00 feet to the principal place of beginning and containing 0.8786 acres of land as surveyed in October 1979 by Thomas A. Cunningham, Registered Surveyor No. 5274.

Now known as being the whole of Medina City Lot 4811.

288076

.CD.

**Prior Instrument Reference:** Book 38, Page 769, Medina County Recorder, Medina County, Ohio.

**Parcel Number:** 028-19C-20-096

**Exhibit C**

**Legal Description of the Easement Area**

[attached]



**ALBER & RICE**

SURVEYING | CIVIL + STRUCTURAL ENGINEERS  
31913 Cook Road | N Ridgeville | OH | 44039

March 19, 2025

**Description of a 0.1311 Acre Waterline Easement**

Located in the City of Medina, County of Medina, State of Ohio and being part of a parcel of land now or formerly owned by Albrecht, Incorporated by a deed recorded in Document No. 2008OR021236 of the Medina County Recorder's Records and being part of Medina City Lot No. 9224.

Beginning at the intersection of the centerline of Wooster Pike S.R. 3 a variable width public right of way and the centerline of High Point Drive an 80' wide public right of way, Thence, S 89°31'21" W along the center line of said High Point Drive, a distance of 204.66 feet to a point; Thence, N 00°28'39" W, a distance of 40.00 feet to a point and the true place of beginning;

Thence, S 89°31'21" W, along the north right of way line of said High Point Drive, a distance of 14.13 feet to a point;

Thence, N45°26'32" W, a distance of 45.13 feet to a point;

Thence, N00°26'32" W, a distance of 83.83 feet to a point;

Thence, S89°33'28" W, a distance of 24.67 feet to a point;

Thence, N00°26'32" W, a distance of 10.00 feet to a point;

Thence, N89°33'28" E, a distance of 24.67 feet to a point;

Thence, N00°26'32" W, a distance of 176.58 feet to a point;

Thence, S89°33'28" W, a distance of 24.67 feet to a point;

Thence, N00°26'32" W, a distance of 10.00 feet to a point;

Thence, N89°33'28" E, a distance of 24.67 feet to a point;

Thence, N00°26'32" W, a distance of 184.53 feet to a point;

Thence, N89°40'44" E, a distance of 12.72 feet to a point;

Thence, S 00°26'32" E, along the west line of a parcel of land now or formerly owned by The City of Medina by a deed recorded in O.R. 38 Pg. 769 of the Medina Recorder's Records dated 12-26-1976, a distance of 10.00 feet to a point;

Thence, S89°40'44" W, a distance of 2.72 feet to a point;

Thence, S00°26'32" E, a distance of 210.75 feet to a point;

Thence, N89°33'28" E, a distance of 4.00 feet to a point;

Thence, S 00°26'32" E, along the west line of a parcel of land now or formerly owned by Albrecht Incorporated by a deed recorded in Doc. No. 2024OR005385 of the Medina Recorder's Records dated 04-12-2024, a distance of 10.00 feet to a point;

Thence, S89°33'28" W, a distance of 4.00 feet to a point;

Thence, S00°26'32" E, a distance of 174.76 feet to a point;

Thence, N89°33'28" E, a distance of 4.00 feet to a point;

Thence, S00°26'32" E, a distance of 10.00 feet to a point;

Thence, S89°33'28" W, a distance of 4.00 feet to a point;

Thence, S00°26'32" E, a distance of 45.27 feet to a point;

Thence, S 45°26'32" E, a distance of 50.98 feet to a point and the true place of beginning;

The above described Waterline Easement contains 0.1311 acres as delineated by Thomas J. King Jr. P.S. #7503 of Alber and Rice Engineers & Surveyors of North Ridgeville, Ohio in March of 2025.

The basis of bearings for this description is grid north Ohio Coordinate System zone north NAD 1983 (2011) Referenced to ODOT VRS



**Exhibit D**

**Depiction of the Easement Area**

[attached]

**REQUEST FOR COUNCIL ACTION**

FROM: Patrick Patton

DATE: April 22, 2025

SUBJECT: Access and Landscape Easement at the South Court Street Water Tower Site

NO. RCA 25-099-4/28

COMMITTEE  
REFERRAL: Finance

Albrecht, Inc. is developing the 11.7 acre property located northwest of the intersection of S. Court Street and Highpoint Drive. An Acme grocery store is currently being constructed on a portion of this property. To accommodate future, additional development, Albrecht is requesting that the City approve an easement to allow for a future driveway onto South Court Street (SR 3) be constructed across a portion of the City's South Court Street Water Tower Site at 1215 S. Court Street.

This request asks that Council approve the attached access and landscape easement.

Thank you for your consideration.

ESTIMATED COST: No Cost

**SUGGESTED FUNDING:**

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

**COUNCIL USE ONLY:**

**COMMITTEE RECOMMENDATION:**

Council Action Taken:

Ord./Res. Number:

Date:

## ACCESS AND LANDSCAPE EASEMENT AGREEMENT

**THIS ACCESS AND LANDSCAPE EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Medina**, a municipal corporation organized and existing under the constitution and the laws of the State of Ohio (“**Grantor**”), whose address is 132 North Elmwood Avenue, Medina, OH 44256, and **Albrecht, Incorporated**, an Ohio corporation (“**Grantee**”), whose mailing address is 17 S. Main Street, Suite 401, Akron, OH 44308.

### **RECITALS**

A. Grantor is the owner of fee title in and to a parcel of real estate (the “**Water Tower Parcel**”) located in the City of Medina, Ohio (the “**City**”), which parcel is more particularly described on **Exhibit B** attached hereto and made a part hereof.

B. Grantee is the owner of fee title in and to certain parcels of real estate (collectively, the “**Development Tract**”) the majority of which is located in the City and the remainder of which is located in the Township of Montville, Medina County, Ohio, which parcels are more particularly described on **Exhibit A** attached hereto and made a part hereof (collectively, each parcel constituting the Water Tower Parcel and Development Tract are sometimes hereinafter individually called a “**Parcel**” and collectively called the “**Parcels**”).

C. Grantor desires to grant and Grantee desires to receive, upon and subject to the terms and conditions herein provided, certain easements across a portion of the Water Tower Parcel.

D. The parties hereto desire to enter into this Agreement in order to set forth the terms and conditions governing the easements herein granted.

**NOW, THEREFORE**, in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements of the parties hereto, and other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals Incorporated by Reference.** The provisions of the foregoing recital paragraphs are by this reference herein incorporated as if they had been set forth in the text of this Section 1.

2. **Grant of Easements.** Subject to the terms of this Agreement and to all covenants, conditions, and restrictions affecting the Parcels, Grantor grants to Grantee (a) a perpetual, exclusive easement (the “**Access Easement**”) in, on, over, through, under and across the real property described in **Exhibit C** and depicted on **Exhibit D**, attached hereto and made a part hereof (the “**Access Easement Area**”), for the purposes of pedestrian and vehicular ingress and egress between the Development Tract and St. Route 3, installing, reconstructing, replacing, removing, repairing, maintaining, inspecting, protecting, renewing, relocating (within the Access Easement Area), and operating an access drive, and equipment and appurtenances thereto (collectively, the “**Access Easement Area Improvements**”), and (b) a perpetual, exclusive easement (the “**Landscaping Easement**”) in, on, over, through, under and across the real property described in **Exhibit E** and depicted on **Exhibit D**, attached hereto and made a part hereof (together, the “**Landscape Easement Areas**”), for the purposes of, planting, installing, reconstructing, replacing, removing, fertilizing, treating, maintaining, inspecting, protecting, renewing, and relocating (within the Access Easement Area) landscaping and, at grantee’s election, a sprinkler systems and equipment and appurtenances thereto (the “**Landscaping and Related Improvements**”). Subject to Grantee’s obligation to subsequently construct the Replacement Fencing, as provided in Section 3, below, Grantee shall have the right to remove Grantor’s existing fencing located within the Water Tower Parcel as Grantee determines is necessary in connection with its construction of the Access Easement Area Improvements (the “**Removed Fencing**”).

3. **Grantee’s Obligations.** Grantee, at Grantee’s sole cost and expense, shall be solely responsible for the maintenance, repair, and replacement of the Access Easement Area Improvements and the Landscaping and Related Improvements (collectively, “**Grantee’s Improvements**”), except to the extent the Grantee’s Improvements or any portion thereof are damaged by the negligence or intentional misconduct of Grantor, Grantor’s, employees, contractors, or agents. All rights and obligations of Grantee under this Agreement shall be exercised so as to interfere as little as practicable with the operations on the portions of the Water Tower Parcel not lying within the Access Easement Area and the Landscape Easement Areas (collectively, the “**Exclusive Easement Areas**”) of the owners thereof or their employees, agents, tenants, invitees or licensees. Grantee shall comply with all applicable laws, regulations, and ordinances in exercising its rights under this Agreement. Grantee shall also be responsible, at its sole cost and expense to (a) replace any Removed Fencing with new fencing of a type and quality substantially similar to the Removed Fencing (the “**Replacement Fencing**”), and (b) in conjunction with the construction of the access drive onto SR 3, Grantee shall install a curb inlet basin on the south side of the driveway installed at the depth necessary to accept the drain pipe from the Water Tower (c) reimburse Grantor up to \$22,600.00 of the actual costs and

expenses incurred by Grantor for infrastructure improvements it makes that are necessary to drain water from the existing water tower located in the Water Tower in a manner not to interfere with Grantee's use of the Access Easement Area and the Landscape Easement Area. The Replacement Fencing shall be installed south of the Landscape Easement Areas at a location reasonably determined by Grantor. After the initial installation of the Replacement Fencing, Grantee shall have no further maintenance, repair, or replacement obligations regarding the Replacement Fencing.

4. **Temporary Construction Easement:** Grantor hereby grants to Grantee the temporary right and easement on, over, through, under and across the Water Tower Parcel on a twenty-foot (20') strip running east-west and adjoining the southern border of the Landscape Easement Area (the "**Temporary Easement Area**"), for the purposes of excavating in and marshalling workers, material and equipment on the Temporary Easement Area to facilitate construction and installation of Grantee's Improvements within the Access Easement Area and the Landscape Easement Areas. Grantor hereby also grants to Grantee the temporary right and easement on, over, through, under and across the Water Tower Parcel as is reasonably necessary for the installation of the Replacement Fencing.

5. **Indemnification.** Grantee by its acceptance of the easements granted under this Agreement shall indemnify, defend and hold Grantor harmless against any claims, damages, losses or expenses arising as a result of Grantee's exercise of the rights granted by this Agreement, but excepting any claims, damages, losses or expenses to the extent caused by the negligence or intentional misconduct of Grantor or Grantor's agents, employees or contractors.

6. **Exclusive.** Except for (i) any easements and other similar rights granted to third parties prior to the date of this Agreement, Grantor shall not grant any other party the right to use any portion of the Exclusive Easement Areas.

7. **Dedication.** This Agreement and rights created, granted, and established in this Agreement do not, are not intended to, and shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.

8. **Covenant Running with Land.** This Agreement and rights created, granted, and established Agreement shall run with the land and be binding upon, and inure to the benefit of the respective heirs, devisees, legatees, legal representatives, administrators, assigns, transferees, and successors of Grantor and Grantee.

9. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or upon receipt or refusal of delivery by a nationally recognized overnight courier, addressed as follows:



If to Grantor: City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256

If to Grantee: Albrecht, Incorporated  
17 South Main Street, Suite 401  
Akron, Ohio 44308.

Either party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party.

10. **Amendment to Easement.** This Agreement contains all agreements, express or implied, between Grantor and Grantee and may be amended only by a written instrument in recordable form executed and acknowledged by both Grantor and Grantee.

11. **No Merger.** The easements established and created by this Agreement shall not merge or be otherwise impaired or affected by reason of the common ownership of all or any portion of the parcels benefited and burdened by this Agreement.

12. **Encumbrances.** The grants herein are accepted by Grantee subject to any and all encumbrances, reservations, conditions, covenants, easements, and restrictions, if any, of record or otherwise affecting the use of the Exclusive Easement Areas.

*[Remainder of page intentionally left blank. Signature and acknowledgement pages follow.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their proper officer duly authorized to execute same, upon the dates indicated below.

**CITY OF MEDINA,**

a municipal corporation organized and existing under the constitution and the laws of the State of Ohio

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Greg Huber, Law Director

**ALBRECHT, INCORPORATED,**  
an Ohio corporation

By: \_\_\_\_\_  
Joseph B. Albrecht, President

STATE OF OHIO                    )  
COUNTY OF SUMMIT            ) ss:

The foregoing was acknowledged before me, a Notary Public, in and for said County by \_\_\_\_\_, who is personally known to me and who is the \_\_\_\_\_ of the CITY OF MEDINA, a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, on behalf of the municipal corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
COUNTY OF SUMMIT            ) ss:

The foregoing was acknowledged before me, a Notary Public, in and for said County by Joseph B. Albrecht, who is personally known to me and who is the President of ALBRECHT, INCORPORATED, an Ohio corporation, on behalf of the corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Prepared by:  
Jacinto A. Nunez  
Vorys, Sater, Seymour and Pease LLP  
50 S. Main Street, Suite 1200  
Akron, OH 44308

Exhibit A

**The Water Tower Parcel**

**Situated in the City of Medina, County of Medina and State of Ohio:**

and known as being part of Medina City Lot Number 3250 being further bounded and described as follows:

Beginning at the Southeast corner of Medina City Lot 3250, said point being in the Westerly right-of-way line of South Court Street, S.R. 3, 60 feet wide; and the principal place of beginning of the parcel described herein;

Thence N-89°58'08"-W, along the South line of Medina City Lot 3250, 208.00 feet to a point;

Thence N-00°09'58"-E, 184.00 feet to a point;

Thence S-89°58'08"-E, 208.00 feet to a point in the Westerly right-of-way line of South Court Street;

Thence S-00°09'58"-W, along the Westerly right-of-way line of South Court Street, 184.00 feet to the principal place of beginning and containing 0.8786 acres of land as surveyed in October 1979 by Thomas A. Cunningham, Registered Surveyor No. 5274.

Now known as being the whole of Medina City Lot 4811.

288076

**Prior Instrument Reference:** Book 38, Page 769, Medina County Recorder, Medina County, Ohio.

**Parcel Number:** 028-19C-20-096

## **Exhibit B**

### **The Development Tract**

#### **Parcel 1**

Situated in the City of Medina, County of Medina and State of Ohio: and known as being the whole of Medina City Lot 9224, containing approximately 11.6963 acres, as shown by Plat Document #2019PL000008C of the Medina County Recorder's records.

Parcel Number: 028-19C-20-153

Prior Instrument Reference: Instrument No. 2019PL000008, Medina County Recorder, Medina County, Ohio.

#### **Parcel 2**

Situated in the Township of Montville, County of Medina and State of Ohio being part of Lot 5 & 24 bounded and described as follows:

Beginning at an iron pin set in the East line of said Lot No. 5 S. 0 deg. 50' W., a distance of 1128.24 feet from the Northeast corner of said lot and in the Westerly right-of-way of S.H. No. 25; thence S. 89 deg. 07' E., a distance of 30.00 feet to a point in the centerline of S.H. No. 25; Thence S. 0 deg. 50' W., with the centerline of S.H. No. 25, a distance of 175.00 feet to a point; thence N. 89 deg. 07' W. through an iron pin set 30.00 feet from the centerline of S.H. No. 25 and in the East line of said Lot No. 5, a distance of 236.72 feet to an iron pin set; thence N. 0 deg. 50' E., a distance of 195.00 feet to an iron pin set; thence S. 89 deg. 07' E., a distance of 106.72 feet to an iron pin set; thence S. 0 deg. 50' W., a distance of 20.00 feet to an iron pin set; thence S. 89 deg. 07' E., a distance of 100.00 feet to the point of beginning and containing therein 1.00 acre of land as surveyed August 17, 1962 by Henry L. Perry, Registered Surveyor No. 4420.

Less and except:

COMMENCING at the point of intersection of the centerline of Wooster Pike, S.R. 3 (width varies) and the centerline of High Point Drive (80 feet width), said point of intersection being centerline of right of way and construction station 503+47.77, 0.00T, thence, along the centerline of right of way and construction, North 00°26'32" West, a distance of 234.28 feet to the southeast corner of said Albrecht Incorporated parcel, station 505+82.05, 0.00'L and also being the TRUE PLACE OF BEGINNING for the following described parcel;

thence, South 89°39'27" West, along the south line of said Albrecht Incorporated parcel, (passing over a 1/2" iron pin in concrete found at 30.37 feet), a distance of 35.00 feet to a 3/4" iron pin capped "Lewis Land Professionals/ODOT RW" set;

thence, North 00°26'32" West, a distance of 175.00 feet to a 3/4" iron pin capped "Lewis Land Professionals/ODOT RW" set on a northerly line of said Albrecht parcel;



thence, North 89°39'27" East, (passing over a 1/2" iron pin found at 5.00 feet), a distance of 35.00 feet to the northeast corner of said Albrecht parcel, also being on the centerline of said Wooster Pike, S.R.3;

thence, South 00°26'32" East, along the centerline of said Wooster Pike, S.R. 3 and the east line of said Albrecht Incorporated parcel, a distance of 175.00 feet, to the PLACE OF BEGINNING, containing 0.1406 acres of land, more or less, as determined from a field survey under the direction of Joseph A. Burgoon, Registered Surveyor No. 8325, in June 2014, for and on behalf of Lewis Land Professionals, Inc.

The BASIS OF BEARING for this description is North 00°26'32" West along the centerline of Wooster Pike, S.R. 3, as recorded in Document No. 2008PL000060 of the Medina County Recorder's Records.

The above described area is contained within the Medina County Auditor's parcel number 030-11A-01-006 and contains 0.1406 acres, of which 0.1205 acres are in the present road occupied, leaving a net take of 0.0201 acres.

Containing within said boundaries after said exception .8594 acres of land more or less, subject to all legal highways.

Tax Parcel No. 030-11A-01-025

Prior Instrument Reference: Instrument Nos. 2009OR020256 and 2016OR021988, Medina County Recorder, Medina County, Ohio.

## **Exhibit C**

### **Legal Description of the Access Easement Area**

#### **Description of a 0.1337 Acre Access Easement**

Located in the City of Medina, County of Medina, State of Ohio and being part of a parcel of land now or formerly owned by The City of Medina, Ohio, by a deed recorded in O.R. 38 page 769 of the Medina County Recorder's Records and being Medina City Lot No. 4811.

Beginning at the southeast corner of Medina City Lot No. 9228, South Court Village, as recorded in Doc. No 2019PL000008 of the Medina County Recorder's Records. Thence, N 89°39'27" E, along the north line of said Medina City Lot No. 4811, a distance of 7.10 feet to a point and the true place of beginning;

Thence N 89°39'27" E, along the north line of said Medina City Lot No. 4811, a distance of 2.90 feet to a point;

Thence S 00°26'32" E, along the west right of way line of said Wooster Pike S.R. 3, a distance of 37.25 feet to a point on the arc of a non-tangent curve;

Thence northwesterly along the arc of a curve to the left, having a radius of 19.50 feet, a delta angle of 15°55'21", a chord length of 5.40 feet, a chord bearing of N 82°22'53" W, an arc length of 5.42 feet to a point of tangency;

Thence S 89°39'27" W, a distance of 107.27 feet to a point of curvature;

Thence southwesterly along the arc of a curve to the left, having a radius of 99.50 feet, a delta angle of 23°56'50", a chord length of 41.28 feet, a chord bearing of S 77°41'02" W, an arc length of 41.59 feet to a point of tangency;

Thence S 65°42'37" W, a distance of 44.58 feet to a point of curvature;

Thence southwesterly along the arc of a curve to the left, having a radius of 29.50 feet, a delta angle of 38°32'59", a chord length of 19.48 feet, a chord bearing of S 46°26'08" W, an arc length of 19.85 feet, to a point of non-tangency;

Thence N 00°26'32" W, along the east line of a parcel of land now or formerly owned by Albrecht Inc., being Medina City Lot No. 9224, South Court Village, as recorded in Doc. No 2019PL000008 of the Medina County Recorder's Records, a distance of 64.50 feet to a point on the arc of a non-tangent curve;

Thence southeasterly along the arc of a curve to the left, having a radius of 29.50 feet, a delta angle of  $86^{\circ}14'41''$ , a chord length of 40.33 feet, a chord bearing of  $S\ 71^{\circ}10'02''\ E$ , an arc length of 44.40 feet, to a point of tangency;

Thence  $N\ 65^{\circ}42'37''\ E$ , a distance of 7.45 feet to a point of curvature;

Thence northeasterly along the arc of a curve to the right, having a radius of 124.50 feet, a delta angle of  $23^{\circ}56'50''$ , a chord length of 51.66 feet, a chord bearing of  $N\ 77^{\circ}41'02''\ E$ , an arc length of 52.04 feet to a point of tangency;

Thence  $N\ 89^{\circ}39'27''\ E$ , a distance of 91.55 feet to a point of curvature;

Thence northeasterly along the arc of a curve to the left, having a radius of 20.00 feet, a delta angle of  $64^{\circ}50'58''$ , a chord length of 21.45 feet, a chord bearing of  $N\ 57^{\circ}13'58''\ E$ , an arc length of 22.64 feet to a point of non-tangency and the true point of beginning,

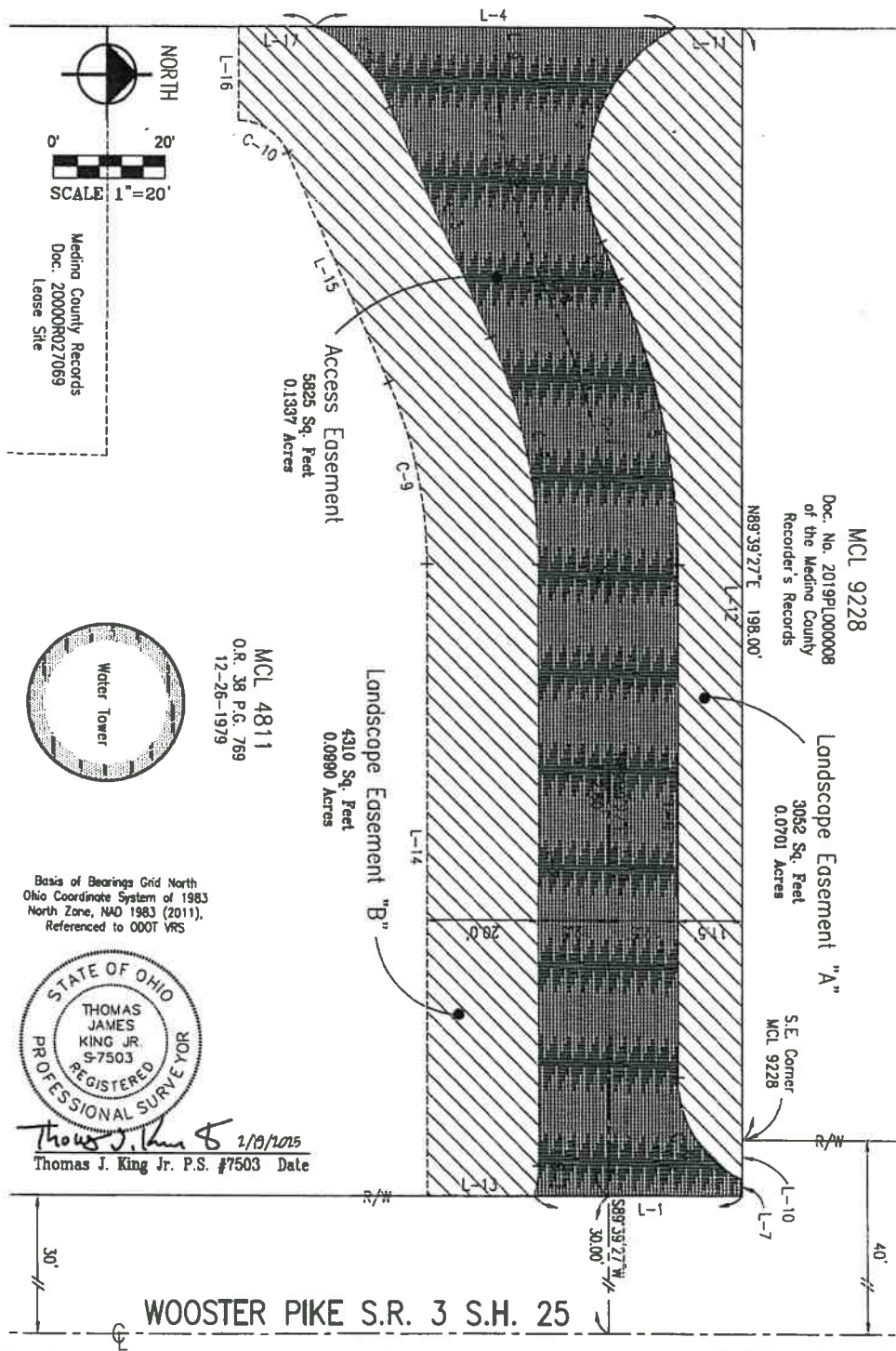
The above described contains 0.1337 acres as surveyed by Thomas J. King Jr. P.S. #7503 of Alber and Rice Engineers and Surveyors of North Ridgeville, Ohio in March of 2025

The basis of bearings for this description is grid north Ohio Coordinate System zone north NAD 1983 (2011) Referenced to ODOT VRS

**Exhibit D**

**Depiction of the Access Easement Area and the Landscape Easement Area**

[attached]



NORTH  
0' 20'  
SCALE 1"=20'

Medina County Records  
Doc. 200008027069  
Lease Site



MCL 4811  
O.R. 38 P.G. 769  
12-26-1979

Basis of Bearings Grid North  
Ohio Coordinate System of 1983  
North Zone, NAD 1983 (2011),  
Referenced to ODOT VRS

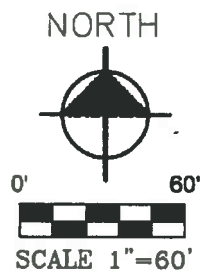


Thomas J. King Jr. 1/19/2015  
Thomas J. King Jr. P.S. #7503 Date

WOOSTER PIKE S.R. 3 S.H. 25

<b>ALBER &amp; RICE</b> CIVIL + STRUCTURAL + SURVEY 31913 Cook Road   North Ridgeville   Ohio   44030 216-252-7840 Office 216-252-7841 Fax	<b>WATERLINE EASEMENT</b> LOCATED IN THE CITY OF MEDINA, COUNTY OF MEDINA, STATE OF OHIO BEING PART OF MCL 9224		3/1/25 MCL Lot Number
			JOB NUMBER <b>2409-20</b>





LINE	BEARING	DISTANCE
L-1	N00°26'32"W	37.25'
L-2	S89°39'27"W	107.27'
L-3	S65°42'37"W	44.58'
L-4	N00°26'32"W	64.50'
L-5	N65°42'37"E	7.45'
L-6	N89°39'27"E	91.55'
L-7	N89°39'27"E	2.90'
L-8	S65°42'37"W	4.46'
L-9	S89°33'28"W	5.43'
L-10	N89°39'27"E	7.10'
L-11	N00°26'32"W	11.99'
L-12	N89°39'27"E	205.11'
L-13	S00°26'32"E	19.25'
L-14	S89°39'27"W	112.66'
L-15	S65°42'37"W	44.58'
L-16	S89°33'28"W	16.64'
L-17	N00°26'32"W	13.67'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C-1	19.50'	5.42'	5.40'	N82°22'53"W	15°55'21"
C-2	99.50'	41.59'	41.28'	S77°41'02"W	23°56'50"
C-3	29.50'	19.85'	19.48'	S46°26'08"W	38°32'59"
C-4	29.50'	44.40'	40.33'	S71°10'02"E	86°14'41"
C-5	124.50'	52.04'	51.66'	N77°41'02"E	23°56'50"
C-6	20.00'	22.64'	21.45'	N57°13'58"E	64°50'58"
C-7	112.00'	46.81'	46.47'	S77°41'02"W	23°56'50"
C-8	100.00'	41.62'	41.32'	S77°38'03"W	23°50'51"
C-9	79.50'	33.23'	32.99'	S77°41'02"W	23°56'50"
C-10	9.50'	10.97'	10.37'	S32°37'55"W	66°09'25"

## **Exhibit E**

### **Legal Description of the Landscape Easement Areas**

#### **Area A**

Located in the City of Medina, County of Medina, State of Ohio and being part of a parcel of land now or formerly owned by The City of Medina, Ohio, by a deed recorded in O.R. 38 page 769 of the Medina County Recorder's Records and being Medina City Lot No. 4811.

Beginning at the southeast corner of Medina City Lot No. 9228, South Court Village, as recorded in Doc. No 2019PL000008 of the Medina County Recorder's Records;

Thence, N 89°39'27" E, along the north line of said Medina City Lot No. 4811, a distance of 7.10 feet to a point on the arc of a non-tangent curve;

Thence southwesterly along an arc to the right, having a radius of 20.00 feet, a delta angle of 64°50'58", a chord length of 21.45 feet, a chord bearing of S 57°13'58" W, an arc length of 22.64 feet to a point of tangency;

Thence S 89°39'27" W, a distance of 91.55 feet to a point of curvature;

Thence southwesterly along an arc to the left, having a radius of 124.50 feet, a delta angle of 23°56'50", a chord length of 51.66 feet, a chord bearing of S 77°41'02" W, an arc length of 52.04 feet to a point of tangency;

Thence S 65°42'37" W, a distance of 7.45 feet to a point of curvature;

Thence northwesterly along an arc to the right, having a radius of 29.50 feet, a delta angle of 86°14'41", a chord length of 40.33 feet, a chord bearing of N 71°10'02" W, an arc length of 44.40 feet, to a point of non-tangency;

Thence N 00°26'32" W, along the east line of a parcel of land now or formerly owned by Albrecht Inc., being Medina City Lot No. 9224, South Court Village, as recorded in Doc. No 2019PL000008 of the Medina County Recorder's Records, a distance of 11.99 feet to a point;

Thence N 89°39'27" E, along the north line of said Medina City Lot No. 4811, a distance of 198.00 feet to a point and the true place of beginning;

The above described 0.0701 Acre Landscape Easement as delineated by Thomas J. King Jr. P.S. #7503 of Alber and Rice Engineers & Surveyors of North Ridgeville, Ohio in March of 2025.

The basis of bearings for this description is grid north Ohio Coordinate System zone north NAD 1983 (2011) Referenced to ODOT VRS

**Area B:**

Located in the City of Medina, County of Medina, State of Ohio and being part of a parcel of land now or formerly owned by The City of Medina, Ohio, by a deed recorded in O.R. 38 page 769 of the Medina County Recorder's Records and being Medina City Lot No. 4811.

Beginning at the southeast corner of Medina City Lot No. 9228, South Court Village, as recorded in Doc. No 2019PL000008 of the Medina County Recorder's Records. Thence, N 89°39'27" E, along the north line of said Medina City Lot No. 4811, a distance of 10.00 feet to a point; Thence, S 00°26'32" E, along the west right of way line of Wooster Pike S.R. 3 a variable width public right of way, a distance of 37.25 feet to a point and the true place of beginning;

Thence S 00°26'32" E, along the west right of way line of said Wooster Pike S.R. 3, a distance of 19.25 feet to a point;

Thence S 89°39'27" W, a distance of 112.66 feet to a point of curvature;

Thence, southwesterly along the arc of a curve to the left, having a radius of 79.50 feet, a delta angle of 23°56'50", a chord length of 32.99 feet, a chord bearing of S 77°41'02" W, an arc length of 33.23 feet to a point of tangency;

Thence S 65°42'37" W, a distance of 44.58 feet to a point of curvature;

Thence southwesterly along the arc of a curve to the left, having a radius of 9.50 feet, a delta angle of 66°09'25", a chord length of 10.37 feet, a chord bearing of S 32°37'55" W, an arc length of 10.97 feet to a point of non-tangency;

Thence S 89°33'28" W, a distance of 16.64 feet to a point;

Thence N 00°26'32" W, along the east line of a parcel of land now or formerly owned by Albrecht Inc., being Medina City Lot No. 9224, South Court Village, as recorded in Doc. No 2019PL000008 of the Medina County Recorder's Records, a distance of 13.67 feet to a point on the arc of a non-tangent curve;

Thence northeasterly along the arc of a curve to the right, having a radius of 29.50 feet, a delta angle of 38°32'59", a chord length of 19.48 feet, a chord bearing of N 46°26'08" E, an arc length of 19.85 feet to a point of tangency;

Thence N 65°42'37" E, a distance of 44.58 feet to a point of curvature;

Thence northeasterly along the arc of a curve to the right, having a radius of 99.50 feet, a delta angle of  $23^{\circ}56'50''$ , a chord length of 41.28 feet, a chord bearing of  $N 77^{\circ}41'02'' E$ , an arc length of 41.59 feet, to a point of tangency;

Thence  $N 89^{\circ}39'27'' E$ , a distance of 107.27 feet to a point of curvature;

Thence, southeasterly along the arc of a curve to the right, having a radius of 19.50 feet, a delta angle of  $15^{\circ}55'21''$ , a chord length of 5.40 feet, a chord bearing of  $S 82^{\circ}22'53'' E$ , an arc length of 5.42 feet, to a point of non-tangency and the true place of beginning;

The above described 0.0990 Acre Landscape Easement as delineated by Thomas J. King Jr. P.S. #7503 of Alber and Rice Engineers & Surveyors of North Ridgeville, Ohio in March of 2025.

The basis of bearings for this description is grid north Ohio Coordinate System zone north NAD 1983 (2011) Referenced to ODOT VRS

Thence,  $S 00^{\circ}26'32'' E$ , along the west right of way line of said Wooster Pike S.R. 3, a distance of 10.91 feet to a point of non-tangency;

Thence, northwesterly along an arc to the left, having a radius of 9.50 feet, a delta angle of  $34^{\circ}24'35''$ , a chord length of 5.62 feet, a chord bearing of  $N 73^{\circ}08'15'' W$ , an arc length of 5.71 feet to a point of tangency;

Thence,  $S 89^{\circ}39'27'' W$ , a distance of 107.27 feet to a point of tangency;

Thence, southwesterly along an arc to the left, having a radius of 89.50 feet, a delta angle of  $23^{\circ}56'50''$ , a chord length of 37.14 feet, a chord bearing of  $S 77^{\circ}41'02'' W$ , an arc length of 37.41 feet to a point of tangency;

Thence,  $S 65^{\circ}42'37'' W$ , a distance of 42.87 feet to a point;

Thence,  $S 46^{\circ}22'01'' W$ , a distance of 27.18 feet to a point;

Thence,  $N 00^{\circ}26'32'' W$ , along the east line of land now or formerly owned by Albrecht Inc., Medina City Lot No. 9224 as recorded in Doc. No 2019PL000008, a distance of 13.75 feet to a point of non-tangency;

Thence, northeasterly along an arc to the right, having a radius of 29.5 feet, a delta angle of  $38^{\circ}32'59''$ , a chord length of 19.48 feet, a chord bearing of  $N 46^{\circ}26'08'' E$ , an arc length of 19.85 feet to a point of tangency;

Thence,  $N 65^{\circ}42'37'' E$ , a distance of 44.58 feet to a point of tangency;

Thence, northeasterly along an arc to the right, having a radius of 99.50 feet, a delta angle of  $23^{\circ}56'50''$ , a chord length of 41.28 feet, a chord bearing of  $N 77^{\circ}41'02'' E$ , an arc length of 41.59 feet to a point of tangency;

Thence,  $N 89^{\circ}39'27'' E$ , a distance of 107.27 feet to a point of tangency;

Thence, southeasterly along an arc to the right, having a radius of 19.50 feet, a delta angle of  $15^{\circ}55'21''$ , a chord length of 5.40 feet, a chord bearing of  $S 82^{\circ}22'53'' E$ , an arc length of 5.42 feet to a point of non-tangency and the true place of beginning;

# REQUEST FOR COUNCIL ACTION

NO. RCA 25-100-4/25

FROM: Patrick Patton

DATE: April 22, 2025

COMMITTEE Finance  
REFERRAL: \_\_\_\_\_

SUBJECT: Fair Market Value Estimates (FMVE) for Prospect Street Bridge

In order to complete the reconstruction of the Prospect Street Bridge, the City must acquire several easements. In order for the City's right-of-way consultant (ms Consultants) to proceed with the offer to purchase and complete negotiations and acquisition, Council must authorize acceptance of the Fair Market Value Estimates (FMVE) for the project. Below please find a summary for the value of the four (4) parcels:

See below for a summary of the required easements:

Address	Parcel	FMVE
503 W. Smith Road	028-19A-21-322	\$300
245 Medina Street	028-19A-20-049	\$300
290 S. Prospect Street	028-19A-21-315	\$388
248 S. Prospect Street	028-19A-21-316	\$332
TOTAL		\$1,320

To summarize, this request asks for Council's acceptance of the FMVE appraisals for the above easements, and authorizes the Mayor to sign each FMVE appraisal; by his signature the City will thus authorize the Consultant to proceed with the acquisition process.

Thank you for your consideration..

ESTIMATED COST: \$1,320

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: This is the first of several steps necessary to complete acquisition; we would like to start this process as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



VA  
REV. 04-2020

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

OWNER'S NAME

Korby L. Speilberger and Shari Spishak-Spielberger

COUNTY MED  
ROUTE MR-262

SECTION 0.29 (Prospect  
St.)

PARCEL NO. 1-T  
PROJECT I.D. NO. 120265

Subject		
Address/Location	Zoning	Utilities
503 W. Smith Rd, Medina, OH 44256	R-3 (High Density Residential) 510-Single Fam, Platted	Electric & Water
Comments		
The larger parcel contains a total of 0.1240 acre gross based upon the right-of-way plan sheet that has been provided and has been supplemented to include any relevant additional parcels, if applicable. This information generally agrees with details as presented by the Medina County Auditor's and Recorder's public information.		
The larger parcel is represented by the 1 listed Auditor's Parcel Number. The current use is residential which conforms to its current zoning within the city limits of the City of Medina.		

APN		
028-19A-21-322		
Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
0.1240	Acre	Residential

Comparable Sales				
Sale #	Address/Location	Highest and best use	Verification source	Sale Date
101	Hillview Way, Medina, OH 44256	Residential	Knowledgeable Party	10/3/2024
APN(s)		Zoning	Utilities	Sale Price
028-19A-04-041		500-Residential: Vacant Lot	Electric & Water	\$200,000.00
				Parcel Size
				1.58
				Unit Value Indication
			\$126,582	
Comments				
Vacant land sale located in commercial/residential area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial/residential, which conforms to the area.				
Sale #	Address/Location	Highest and best use	Verification source	Sale Date
102	West Park Blvd, Medina, OH 44256	Residential	Knowledgeable Party	7/1/2024
APN(s)		Zoning	Utilities	Sale Price
028-19C-09-217		500-Residential: Vacant Lot	Electric & Water	\$49,000.00
				Parcel Size
				0.3000
				Unit Value Indication
			\$163,334	
Comments				
Vacant land sale located in commercial/residential area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial/residential, which conforms to the area				
Sale #	Address/Location	Highest and best use	Verification source	Sale Date
103	Asherbrand Dr, Medina, OH 44256	Residential	Knowledgeable Party	2/4/2025
APN(s)		Zoning	Utilities	Sale Price
028-19D-12-191		500-Residential: Vacant Lot	Electric & Water	\$111,000.00
				Parcel Size
				0.9392
				Unit Value Indication
			\$118,186	
Comments				
Vacant land sale located in commercial/residential area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial/residential, which conforms to the area				

## Overall Comments / Reconciliation

## Comments

Three comparable sales were analyzed to estimate the value of the subject property. The comparable sales were all residential sites similar in acreage, highest & best use, and utility access to the subject property. The three vacant land comparable sales are considered arm's length transactions, representing the market value for the subject's area. The comparable sales per acre value presented a range of \$118,186 to \$163,334. More value was assigned to comparable sale #101, because of its proximity to the subject property. A value of \$163,334/acre was reconciled.

Reconciled Value: \$163,334.00 /Acre

## Part Taken - Land

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
1-T	0.007	10%	12 months	\$163,334	$\$163,334 \times 0.007 = \$114.33$ . $\$114.33 \times 0.10 = \$11.43 \times 1 \text{ year (12 months)} = \$11.43$	\$11.43
Total:						\$11.43

## Part Taken - Improvements

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
N/A						
Total:						\$0.00

## Cost to Cure

Parcel # Suffix	Description	Cost to Cure
N/A		
Total:		\$0.00

## Preparers Conclusion

## Comments

The 0.007 acre Temporary Easement required will not degrade the character of the subject property. Highest and best use has not changed due to the the Temporary Easement. There is no damage to the residue. Lawn area within the Temporary Easement will be replaced in like kind, no compensation is warranted. Fencing in the Temporary Easement area will Not be Disturbed.

Total Estimated Compensation: \$11.43

## FMVE Conclusion

## Comments

The FMVE has been adjusted to comply with the Ohio Department of Transportation's Minimum Award Policy.

Total FMVE: \$300.00

## Signatures

## Preparer Signature



Typed Name: Naomi Thompson

Title: Agent

Date: 4/10/2025

## Agency Signature

Typed Name:

Title:

Date:

Administrative Settlement			
Signature			
Typed Name:		FMVE Amount:	
Title:		Additional Amount:	
Date: Click to enter date.		Total Settlement: \$0.00	
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)			

REQUIRED ATTACHMENTS	
Photographs of the Subject Property	
The Map of Comparable Sales	
The Scoping Check List	

VA  
REV. 04-2020

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

**OWNER'S NAME**

Montrose Land Corporation

COUNTY MED  
ROUTE MR-262  
SECTION 0.29 (Prospect St.)  
PARCEL NO. 2-T  
PROJECT I.D. NO. 120265

**Subject**

Address/Location	Zoning	Utilities	APN		
245 Medina St, Medina, OH 44256	I-1 (Industrial) 499-Other commercial structures	Electric & Water	028-19A-20-049		
			Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			1.55	Acre	Commercial

**Comments**

The larger parcel contains a total of 1.55 acres gross based upon the right-of-way plan sheet that has been provided and has been supplemented to include any relevant additional parcels, if applicable. This information generally agrees with details as presented by the Medina County Auditor's and Recorder's public information.

The larger parcel is represented by the 1 listed Auditor's Parcel Number. The current use is commercial/industrial which conforms to its current zoning within the city limits of the City of Medina.

**Comparable Sales**

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
101	4030 Carrick Dr, Medina, OH	Commercial	Knowledgeable Party	3/9/2023
APN(s)	44256	Zoning	Utilities	Sale Price
026-06D-31-109		400-Commercial vacant land	Electric & Water	\$505,050.00
				Parcel Size
				2.1122
				Unit Value Indication
				\$239,111

**Comments**

Vacant land sale located in commercial area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial, which conforms to the area.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
102	40 Medina St, Medina, OH 44256	Commercial	Knowledgeable Party	7/16/2024
APN(s)		Zoning	Utilities	Sale Price
028-19A-20-046		400-Commercial vacant land	Electric & Water	\$77,500.00
				Parcel Size
				0.2803
	Unit Value Indication			
				\$276,490

**Comments**

Vacant land sale located in commercial area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial, which conforms to the area.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
103	716 N Court St, Medina, OH	Commercial	Knowledgeable Party	4/26/2023
APN(s)	44256	Zoning	Utilities	Sale Price
028-19B-14-001		400-Commercial vacant land	Electric & Water	\$450,000.00
				Parcel Size
				0.5329
				Unit Value Indication
				\$844,437

**Comments**

Vacant land sale located in commercial area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial, which conforms to the area.



**Overall Comments / Reconciliation****Comments**

Three comparable sales were analyzed to estimate the value of the subject property. The comparable sales were all commercial sites similar in acreage, highest & best use, and utility access to the subject property. The three vacant land comparable sales are considered arm's length transactions, representing the market value for the subject's area. The comparable sales per acre value presented a range of \$239,111 to \$844,437. More value was assigned to comparable sale #102, because of its proximity to the subject property. It is also the most recent sale, as well. A value of \$276,490/acre was reconciled.

Reconciled Value: **\$276,490 /Acre**

**Part Taken - Land**

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
2-T	0.010	10%	12 months	\$276,490.00	Temporary Easement - $\$276,490 \times 0.010 = \$2,764.9$ . $\$2,764.9 \times 0.10 = \$276.49 \times 1 \text{ year (12 months)} = \$276.49$	<b>\$276.49</b>
Total:						<b>\$276.49</b>

**Part Taken - Improvements**

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
N/A						
Total:						<b>\$0.00</b>

**Cost to Cure**

Parcel # Suffix	Description	Cost to Cure
N/A		
Total:		<b>\$0.00</b>

**Preparers Conclusion****Comments**

The 0.010 acre Temporary Easement required will not degrade the character of the subject property. Highest and best use has not changed due to the the Temporary Easement. There is no damage to the residue. Lawn and gravel area within the Temporary Easement will be replaced in like kind, no compensation is warranted. The Sign in the parking area will not be disturbed.

Total Estimated Compensation: **\$276.49**

**FMVE Conclusion****Comments**

The FMVE has been adjusted to comply with the Ohio Department of Transportation's Minimum Award Policy.

Total FMVE: **\$300.00**

**Signatures****Preparer Signature**

Typed Name: **Naomi Thompson**

Title: **Agent**

Date: **4/10/2025**

**Agency Signature**

Typed Name:

Title:

Date:

Administrative Settlement			
Signature			
Typed Name:		FMVE Amount:	
Title:		Additional Amount:	
Date: Click to enter date.		Total Settlement: \$0.00	
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)			

REQUIRED ATTACHMENTS	
Photographs of the Subject Property	
The Map of Comparable Sales	
The Scoping Check List	



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

**OWNER'S NAME**

Bruce H. Bauer and Sally J. Bauer, Co-Trustees

COUNTY MED

ROUTE MR-262

SECTION 0.29 (Prospect St.)

PARCEL NO. 4-T

PROJECT I.D. NO. 120265

**Subject**

Address/Location	Zoning	Utilities	APN		
290 S Prospect St, Medina, OH 44256	C-2 (Central Business) 455-Commercial garages	Electric & Water	028-19A-21-315		
			Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			0.4970	Acre	Commercial

**Comments**

The larger parcel contains a total of 0.4970 acre gross based upon the right-of-way plan sheet that has been provided and has been supplemented to include any relevant additional parcels, if applicable. This information generally agrees with details as presented by the Medina County Auditor's and Recorder's public information.

The larger parcel is represented by the 1 listed Auditor's Parcel Number. The current use is commercial/industrial which conforms to its current zoning within the city limits of the City of Medina.

**Comparable Sales**

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
101	4030 Carrick Dr, Medina, OH	Commercial	Knowledgeable Party	3/9/2023
APN(s)	44256	Zoning	Utilities	Sale Price
026-06D-31-109		400-Commercial vacant land	Electric & Water	\$505,050.00
				Parcel Size
				2.1122
				Unit Value Indication
				\$239,111

**Comments**

Vacant land sale located in commercial area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial, which conforms to the area.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
102	40 Medina St, Medina, OH	Commercial	Knowledgeable Party	7/16/2024
APN(s)	44256	Zoning	Utilities	Sale Price
028-19A-20-046		400-Commercial vacant land	Electric & Water	\$77,500.00
				Parcel Size
				0.2803
				Unit Value Indication
				\$276,490

**Comments**

Vacant land sale located in commercial area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial, which conforms to the area.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
103	716 N Court St, Medina, OH	Commercial	Knowledgeable Party	4/26/2023
APN(s)	44256	Zoning	Utilities	Sale Price
028-19B-14-001		400-Commercial vacant land	Electric & Water	\$450,000.00
				Parcel Size
				0.5329
				Unit Value Indication
				\$844,437

**Comments**

Vacant land sale located in commercial area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial, which conforms to the area.

**Overall Comments / Reconciliation****Comments**

Three comparable sales were analyzed to estimate the value of the subject property. The comparable sales were all commercial sites similar in acreage, highest & best use, and utility access to the subject property. The three vacant land comparable sales are considered arm's length transactions, representing the market value for the subject's area. The comparable sales per acre value presented a range of \$239,111 to \$844,437. More value was assigned to comparable sale #102, because of its proximity to the subject property. It is also the most recent sale, as well. A value of \$276,490/acre was reconciled.

Reconciled Value:

**\$276,490 /Acre****Part Taken - Land**

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
4-T	0.014	10%	12 months	\$276,490.00	Temporary Easement - $\$276,490 \times 0.014 = \$3,870.86$ . $\$3,870.86 \times 0.10 = \$387.08 \times 1$ year (12 month) = \$388 (rd).	\$388.00
Total:						<b>\$388.00</b>

**Part Taken - Improvements**

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
N/A						
Total:						<b>\$0.00</b>

**Cost to Cure**

Parcel # Suffix	Description	Cost to Cure
N/A		
Total:		<b>\$0.00</b>

**Preparers Conclusion****Comments**

The 0.014 acre Temporary Easement required will not degrade the character of the subject property. Highest and best use has not changed due to the the Temporary Easement. There is no damage to the residue. Concrete with in temporary easement will be replaced in like kind, no compensation is warranted.

Total Estimated Compensation:

**\$388.00****FMVE Conclusion****Comments**

Total FMVE:

**\$388.00****Signatures****Preparer Signature**

Typed Name: Naomi Thompson

Title: Agent

Date: 4/10/2025

**Agency Signature**

Typed Name:

Title:

Date:

Administrative Settlement			
Signature			
Typed Name:		FMVE Amount:	
Title:		Additional Amount:	
Date: Click to enter date.		Total Settlement: \$0.00	
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)			

REQUIRED ATTACHMENTS	
Photographs of the Subject Property	
The Map of Comparable Sales	
The Scoping Check List	

VA  
REV. 04-2020

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

**OWNER'S NAME**

Montrose Land Corporation

COUNTY MED  
ROUTE MR-262  
SECTION 0.29 (Prospect St.)  
PARCEL NO. 5-T  
PROJECT I.D. NO. 120265

**Subject**

Address/Location	Zoning	Utilities	APN		
248 S Prospect St, Medina, OH 44256	I-1 (Industrial) 480-Commercial Warehouse	Electric & Water	028-19A-21-316		
			Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			0.4205	Acre	Commercial
Comments					
<p>The larger parcel contains a total of 0.4205 acre gross based upon the right-of-way plan sheet that has been provided and has been supplemented to include any relevant additional parcels, if applicable. This information generally agrees with details as presented by the Medina County Auditor's and Recorder's public information.</p> <p>The larger parcel is represented by the 1 listed Auditor's Parcel Number. The current use is commercial/industrial which conforms to its current zoning within the city limits of the City of Medina.</p>					

**Comparable Sales**

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
101	4030 Carrick Dr, Medina, OH 44256	Commercial	Knowledgeable Party	3/9/2023
APN(s)		Zoning	Utilities	Sale Price
026-06D-31-109		400-Commercial vacant land	Electric & Water	\$505,050.00
				Parcel Size
				2.1122
				Unit Value Indication
			\$239,111	
Comments				
Vacant land sale located in commercial area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial, which conforms to the area.				
Sale #	Address/Location	Highest and best use	Verification source	Sale Date
102	40 Medina St, Medina, OH 44256	Commercial	Knowledgeable Party	7/16/2024
APN(s)		Zoning	Utilities	Sale Price
028-19A-20-046		400-Commercial vacant land	Electric & Water	\$77,500.00
				Parcel Size
				0.2803
				Unit Value Indication
			\$276,490	
Comments				
Vacant land sale located in commercial area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial, which conforms to the area.				
Sale #	Address/Location	Highest and best use	Verification source	Sale Date
103	716 N Court St, Medina, OH 44256	Commercial	Knowledgeable Party	4/26/2023
APN(s)		Zoning	Utilities	Sale Price
028-19B-14-001		400-Commercial vacant land	Electric & Water	\$450,000.00
				Parcel Size
				0.5329
				Unit Value Indication
			\$844,437	
Comments				
Vacant land sale located in commercial area. Valid arm's length sale found on MLS, confirmed as valid on auditor's website and with Seller's Agent. Neighboring parcels are also commercial, which conforms to the area.				



## Overall Comments / Reconciliation

## Comments

Three comparable sales were analyzed to estimate the value of the subject property. The comparable sales were all commercial sites similar in acreage, highest & best use, and utility access to the subject property. The three vacant land comparable sales are considered arm's length transactions, representing the market value for the subject's area. The comparable sales per acre value presented a range of \$239,111 to \$844,437. More value was assigned to comparable sale #102, because of its proximity to the subject property. It is also the most recent sale, as well. A value of \$276,490/acre was reconciled.

Reconciled Value:

\$276,490 /Acre

## Part Taken - Land

Parcel # Suffix	Net Take Area	% - Acquired	Temporary Take Period	Unit Value	Comments	Total Value
5-T	0.012	10%	12 months	\$276,490.00	Temporary Easement - $\$276,490 \times 0.012 = \$3,317.88$ . $\$3,317.88 \times 0.10 = \$331.78 \times 1 \text{ year}$ (12 Months) = \$332 (rd)	\$332.00
Total:						\$332.00

## Part Taken - Improvements

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
N/A						
Total:						\$0.00

## Cost to Cure

Parcel # Suffix	Description	Cost to Cure
N/A		
Total:		\$0.00

## Preparers Conclusion

## Comments

The 0.012 acre Temporary Easement required will not degrade the character of the subject property. Highest and best use has not changed due to the the Temporary Easement. There is no damage to the residue. Concrete with in temporary easement will be replaced in like kind, no compensation is warranted.

Total Estimated Compensation:

\$332.00

## FMVE Conclusion

## Comments

Total FMVE:

\$332.00

## Signatures

## Preparer Signature



Typed Name: Naomi Thompson

Title: Agent

Date: 4/10/2025

## Agency Signature

Typed Name:

Title:

Date:

Administrative Settlement			
Signature			
Typed Name:		FMVE Amount:	
Title:		Additional Amount:	
Date: Click to enter date.		Total Settlement: \$0.00	
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)			

REQUIRED ATTACHMENTS	
Photographs of the Subject Property	
The Map of Comparable Sales	
The Scoping Check List	



OK  
RCA 25-101-4/28

**City of Medina**  
**Board of Control/Finance Committee Approval**  
**Administrative Code: 141**

*Finance  
Only*

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 4/22/2025

Department: Engineering

Amount: \$30,400.00

B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 108-0610-54411

Vendor: HSH Construction & Excavating (H00235)

Department Head/Authorized Signature: 

Item/Description:

Water Main Improvements at Burgundy Bay. This is the last required improvement per the

MOU between the City and Medina County relating to the transfer of water services to Medina

County (see Ord 122-21, attached). Per the MOU, the City and the County will split these costs

evently, the City share will be \$15,200.

-----  
**FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council

Date to Finance: \_\_\_\_\_

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
  - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

Revised: 4/25/2023

## ORDINANCE NO. 122-21

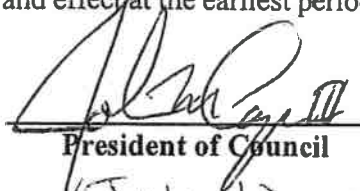
**AN ORDINANCE AUTHORIZING THE MAYOR TO  
EXECUTE A MEMORANDUM OF UNDERSTANDING WITH  
THE MEDINA COUNTY BOARD OF COMMISSIONERS  
RELATIVE TO WATER SERVICE ON STATE ROUTE 18.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners relative to water service on State Route 18 (SR 18).
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the funds to cover this project, in the estimated amount of \$91,000.00 are available in Account No. 108-0610-54411.
- SEC. 4:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** July 12<sup>th</sup>, 2021

**SIGNED:**

  
President of Council

**ATTEST:**   
Acting Clerk of Council

**APPROVED:**

July 13, 2021

**SIGNED:**

  
Mayor

**REQUEST FOR COUNCIL ACTION**

FROM: Patrick Patton

DATE: April 22, 2025

SUBJECT: First Energy Utility Easement

NO. RCA 25-102-4/28

COMMITTEE  
REFERRAL: Finance

Albrecht, Inc. is developing the 11.7 acre property located northwest of the intersection of S. Court Street and Highpoint Drive. An Acme grocery store is currently being constructed on a portion of this property. To accommodate future, additional development, Albrecht is required to construct a southbound deceleration lane on State Route 3.

Currently Ohio Edison has utility poles in the area where the new deceleration lane is to be constructed. In order to accommodate the new lane, several poles will have to be relocated to the west. One of the relocated poles will have to be installed on the City's South Court Street Water Tower site at 1215 South Court.

This request asks that Council approve the attached utility easement to allow that utility pole to be installed on City property.

Thank you for your consideration.

ESTIMATED COST: No Cost

**SUGGESTED FUNDING:**

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: Ohio Edison cannot start the process to relocate these poles until an easement is in place.

**COUNCIL USE ONLY:**

**COMMITTEE RECOMMENDATION:**

Council Action Taken:

Ord./Res. Number:

Date:

## UTILITY EASEMENT AGREEMENT

**THIS UTILITY EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Medina**, a municipal corporation organized and existing under the constitution and the laws of the State of Ohio (“**Grantor**”), whose address is 132 North Elmwood Avenue, Medina, OH 44256, and \_\_\_\_\_, an \_\_\_\_\_ (“**Grantee**”), whose mailing address is \_\_\_\_\_.

### **RECITALS**

1. Grantor is the owner of fee title in and to a parcel of real estate (the “**Water Tower Parcel**”) located in the City of Medina, Ohio (the “**City**”), which parcel is more particularly described on **Exhibit A** attached hereto and made a part hereof.
2. Grantor desires to grant and Grantee desires to receive, upon and subject to the terms and conditions herein provided, certain easements across a portion of the Water Tower Parcel.
3. The parties hereto desire to enter into this Agreement in order to set forth the terms and conditions governing the easements herein granted.

**NOW, THEREFORE**, in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements of the parties hereto, and other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals Incorporated by Reference.** The provisions of the foregoing recital paragraphs are by this reference herein incorporated as if they had been set forth in the text of this Section 1.

a. **Grant of Easements.** Subject to the terms of this Agreement and to all covenants, conditions, and restrictions affecting the Parcels, Grantor grants to Grantee a perpetual, nonexclusive easement (the “**Utility Easement**”) for the purpose of constructing, maintaining, repairing, and replacing overhead lines and related facilities and systems required for the transmission of telecommunications and/or electricity (the “**Utility Infrastructure**”) in, over, through, and across the real property described on **Exhibit B**, attached hereto and made a part hereof (the “**Utility Easement Area**”).

2. **Grantee’s Obligations.** Grantee, at Grantee’s sole cost and expense, shall be solely responsible for the maintenance, repair, and replacement of Grantee’s Utility Infrastructure, except to the extent the Grantee’s Improvements or any portion thereof are damaged by the negligence or intentional misconduct of Grantor, Grantor’s, employees, contractors, or agents. All rights and obligations of Grantee under this Agreement shall be exercised so as to interfere as little as practicable with the operations on the portions of the Water Tower Parcel not lying within the Utility Easement Area and the points of ingress and egress onto or through the Water Tower Parcel. Grantee shall comply with all applicable laws, regulations, and ordinances in exercising its rights under this Agreement.

3. **Tree Trimming and Removal.** Grantee shall have the right, but not the obligation, to trim, cut, and remove trees, brush, and other vegetation within the Utility Easement Area that, in Grantee’s reasonable judgment, interfere with or may interfere with the construction, operation, maintenance, repair, or replacement of the Utility Infrastructure. Grantee shall perform such trimming, cutting, and removal in a manner that minimizes damage to the remaining vegetation and the surrounding property.

4. **Temporary Construction Easement:** Grantor hereby grants to Grantee the temporary right and easement on, over, through, and across the 10-foot-wide strips of real estate) located immediately west of the Utility Easement Area, said strip being shown and identified as “Temporary Construction Easement” on **Exhibit C**, attached hereto and made a part of this Agreement (the “**Temporary Easement Area**”), for the purposes of excavating in and marshalling workers, material and equipment on the Temporary Easement Area to facilitate construction and installation of the Utility Infrastructure within the Utility Easement Area.

5. **Indemnification.** Grantee by its acceptance of the easements granted under this Agreement shall indemnify, defend and hold Grantor harmless against any claims, damages, losses

or expenses arising as a result of Grantee's exercise of the rights granted by this Agreement, but excepting any claims, damages, losses or expenses to the extent caused by the negligence or intentional misconduct of Grantor or Grantor's agents, employees or contractors.

6. **Dedication.** This Agreement and the rights created, granted, and established in this Agreement do not, are not intended to, and shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.

7. **Covenant Running with Land.** This Agreement and rights created, granted, and established Agreement shall run with the land and be binding upon, and inure to the benefit of the respective heirs, devisees, legatees, legal representatives, administrators, assigns, transferees, and successors of Grantor and Grantee.

8. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or upon receipt or refusal of delivery by a nationally recognized overnight courier, addressed as follows:

If to Grantor: City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256

If to Grantee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party.

9. **Amendment to Easement.** This Agreement contains all agreements, express or implied, between Grantor and Grantee and may be amended only by a written instrument in recordable form executed and acknowledged by both Grantor and Grantee.

10. **No Merger.** The easements established and created by this Agreement shall not merge or be otherwise impaired or affected by reason of the common ownership of all or any portion of the parcels benefited and burdened by this Agreement.

11. **Encumbrances.** The grants herein are accepted by Grantee subject to any and all encumbrances, reservations, conditions, covenants, easements, and restrictions, if any, of record or otherwise affecting the use of the Exclusive Easement Areas.

*[Remainder of page intentionally left blank. Signature and acknowledgement pages follow.]*



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their proper officer duly authorized to execute same, upon the dates indicated below.

**CITY OF MEDINA,**

a municipal corporation organized and existing under the constitution and the laws of the State of Ohio

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Greg Huber, Law Director

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO                    )  
COUNTY OF MEDINA            ) ss:

The foregoing was acknowledged before me, a Notary Public, in and for said County by \_\_\_\_\_, who is personally known to me and who is the \_\_\_\_\_ of the CITY OF MEDINA, a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, on behalf of the municipal corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
COUNTY OF SUMMIT            ) ss:

The foregoing was acknowledged before me, a Notary Public, in and for said County by \_\_\_\_\_, who is personally known to me and who is the \_\_\_\_\_ of \_\_\_\_\_, an Ohio corporation, on behalf of the corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Prepared by:  
Jacinto A. Nunez  
Vorys, Sater, Seymour and Pease LLP  
50 S. Main Street, Suite 1200  
Akron, OH 44308

**Exhibit A**

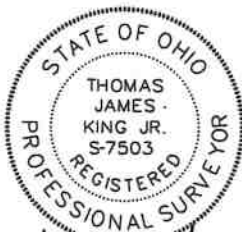
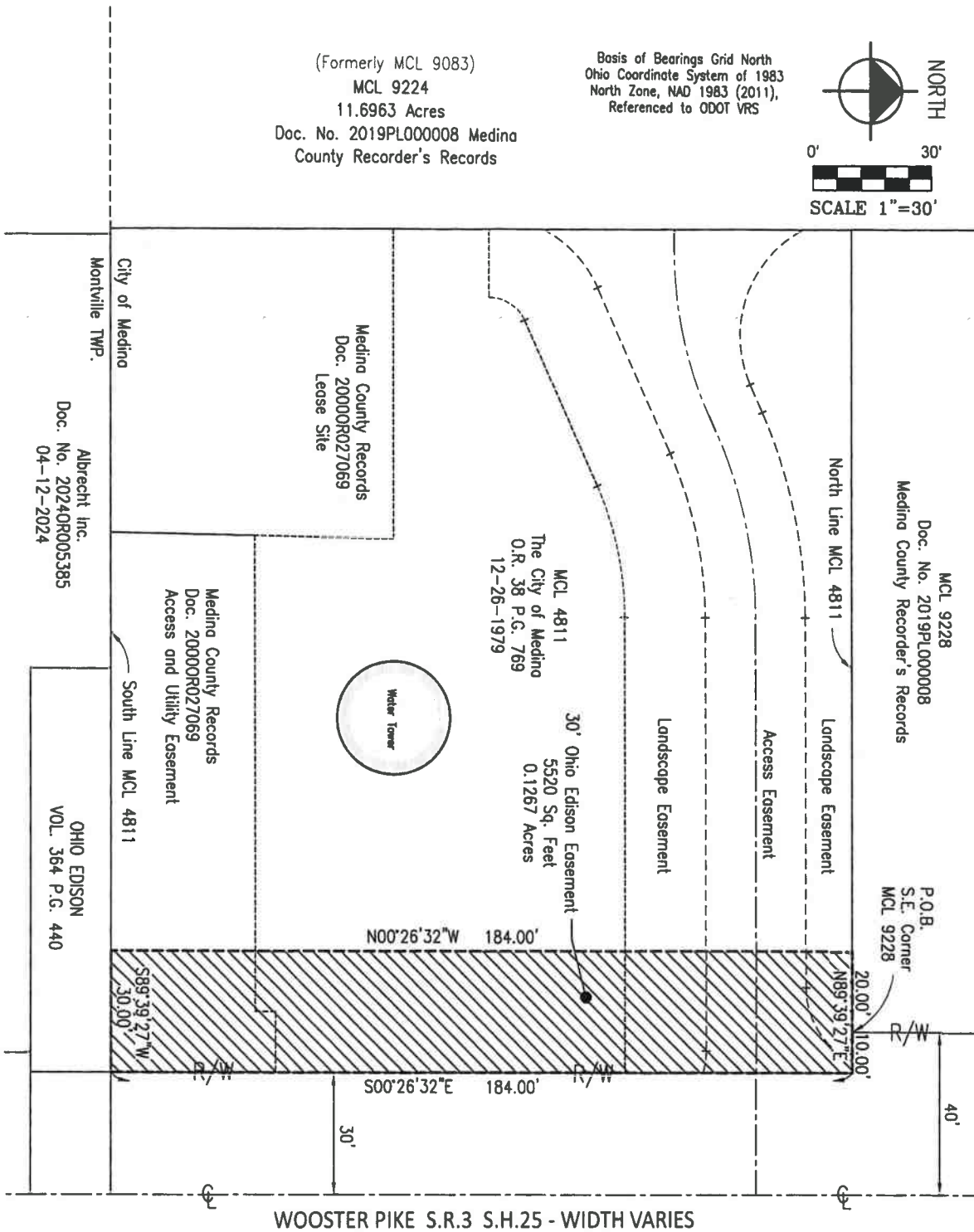
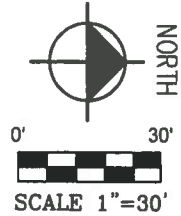
**The Water Tower Parcel**

**Prior Instrument Reference:**

**Parcel Number(s):**

(Formerly MCL 9083)  
MCL 9224  
11.6963 Acres  
Doc. No. 2019PL000008 Medina  
County Recorder's Records

Basis of Bearings Grid North  
Ohio Coordinate System of 1983  
North Zone, NAD 1983 (2011),  
Referenced to ODOT VRS



*Thomas J. King Jr.* 4/21/2025  
Thomas J. King Jr. P.S. #7503 Date



**ALBER & RICE**  
CIVIL + STRUCTURAL + SURVEY  
31913 Cook Road | North Ridgeville | Ohio | 44039  
216-252-7840 Office 216-252-7841 Fax

### OHIO EDISON EASEMENT

LOCATED IN THE CITY OF MEDINA,  
COUNTY OF MEDINA, STATE OF OHIO  
BEING PART OF MCL 4811

JOB NUMBER

2409-20

**Exhibit B**

**Legal Description of the Utility Easement Area**

**Exhibit C**

**Temporary Easement Area**





**ALBER & RICE**

SURVEYING | CIVIL + STRUCTURAL ENGINEERS  
31913 Cook Road | N Ridgeville | OH | 44039

April 21, 2025

**Description of a 0.1267 Acre Ohio Edison Easement**

Located in the City of Medina, County of Medina, State of Ohio and being part of a parcel of land now or formerly owned by The City of Medina, Ohio, by a deed recorded in O.R. 38 Page 769 of the Medina County Recorder's Records and being Medina City Lot No. 4811.

Beginning at the southeast corner of Medina City Lot No. 9228, South Court Village, as recorded in Doc. No 2019PL000008 of the Medina County Recorder's Records, also known as the true place of beginning;

Thence, N 89°39'27" E, along the north line of said Medina City Lot No. 4811, a distance of 10.00 feet to a point;

Thence S 00°26'32" E, along the west right of way line of said Wooster Pike S.R. 3, a distance of 184.00 feet to a point;

Thence S 89°39'27" W, along the south line of said Medina City Lot No. 4811, a distance of 30.00 feet to a point;

Thence N 00°26'32" W, a distance of 184.00 feet to a point;

Thence, N 89°39'27" E, along the north line of said Medina City Lot No. 4811, a distance of 20.00 feet to a point and the true place of beginning;

The above described 0.1267 Acre Easement as delineated by Thomas J. King Jr. P.S. #7503 of Alber and Rice Engineers & Surveyors of North Ridgeville, Ohio in April of 2025.

The basis of bearings for this description is grid north Ohio Coordinate System zone north NAD 1983 (2011) Referenced to ODOT VRS

**REQUEST FOR COUNCIL ACTION**

FROM: Patrick Patton

DATE: April 22, 2025

SUBJECT: Construction Agreement – Highpoint Drive Widening

NO. RCA 25-103-4/28

COMMITTEE  
REFERRAL: Finance

This request asks Council's authorization to enter into a construction agreement with Albrecht, Inc. regarding the Highpoint Drive Widening. As part of their development of the commercial property just north of Highpoint Drive, Albrecht is required to install pavement, storm sewers and sidewalk to accommodate a turning lane into the shopping center.

When completed, this turning lane will become a City owned and City maintained improvement. This agreement requires Albrecht to install the new improvements to the standards of the City of Medina.

Thank you for your consideration.

ESTIMATED COST:

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested:

Yes

Reason:

Abrecht would like to start on this work as soon as possible in order to have the improvements open to the public in conjunction with the opening of the Acme grocery store.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

## CONSTRUCTION AGREEMENT

**TO:** The Mayor and Council of the City of Medina, Ohio

**ATTENTION:** City Engineer

**RE:** [INSERT]

---

Gentlemen:

**ALBRECHT, INCORPORATED** (the developer), agrees and by this writing guarantees the construction and installation of the improvements listed below pursuant to Title Nine of the Code of Ordinances of the City of Medina, Ohio, as amended, within the time authorized for completion and in accordance with all applicable ordinances of the City of Medina.

It is hereby understood and agreed that **ALBRECHT, INCORPORATED**, developer, shall provide the following improvements and facilities to be installed at the developers expense in compliance with the standards and specifications for each of the following various types of improvements:

1. Construction of a west bound deceleration lane on High Point Drive substantially in accordance with the construction documents prepared by Thrasher, and approved by the City Engineer, City of Medina on [INSERT DATE].
2. Construction of Storm Sewers
3. Construction of Pavements
4. Construction of Sidewalks

If the improvements are not completed on or before October 31, 2025, the City, upon proper notice, may complete the improvements and recover full costs and reasonable expenses, provided said costs and expenses are substantiated, thereof from ALBRECHT, INCORPORATED and may appropriate such portion of money or bonds posted for the faithful performance of said works.

In witness whereof, authorized representatives of the parties to this agreement, indicating their party's approval of the terms herein, have signed as of the dates set forth below:

**ALBRECHT, INC.** (DEVELOPER)

BY: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please print of type)

**CITY OF MEDINA, OHIO**

BY: \_\_\_\_\_  
(Signature)

Name: Dennis Hanwell, Mayor, City of Medina

---

STATE OF OHIO:

ss:

MEDINA COUNTY:

Before me, a Notary Public in and for said County, this day personally appeared the above  
named ALBRECHT, INCORPORATED, Developer, by \_\_\_\_\_  
its \_\_\_\_\_, who acknowledged that he/she did sign the foregoing  
instrument and that the same is the free act and deed of said Developer, and the free act and deed of  
himself personally as such officer.

Witness my signature and notarial seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

---

STATE OF OHIO:

ss:

MEDINA COUNTY:

Before me, a Notary Public in and for said County, this day personally appeared the above-  
named CITY OF MEDINA, OHIO, by \_\_\_\_\_,  
its \_\_\_\_\_, who acknowledged that he/she did sign the foregoing  
instrument and that the same is the free act and deed of said CITY OF MEDINA, OHIO, and the free  
act and deed of himself personally as such officer.

Witness my signature and notarial seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM:**

---

**Greg Huber, City of Medina Law Director**



OK Della. RCA 25-104-4/28

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

Finance Only

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 4/21/2025

Department: MCRC

Amount: \$31,913.40

B.O.C. Approval Date:

(Finance Use Only)

Account Number:

574-0351-53315

Vendor:

Health & Fitness Equipment Centers

Department head/Authorized signature:

Item/Description:

Purchase of three Precor Adaptive Motion Trainers via  
Sourcewell Cooperative Purchasing contract #052324-PCR through dealer Health & Fitness  
Equipment Centers. Shipping & delivery is included in quote.  
Includes a trade in credit of \$1,500 for three older 2015 units, one is beyond repair.  
Serial Numbers: AJTEE06150007, AJTEE06150023, A597K1819D009.  
BOC authorization for Mayor to sign the order form, contingent on Law Director approval.

-----

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee:

Date to Finance:

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
  - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

# ORDER FORM

Health and Fitness Equipment Centers  
Commercial / Medical Division  
35665 Curtis Blvd.  
Eastlake, Ohio 44095  
Office 440-946-0839  
Cell 440-479-4835  
Fax 440-946-8449  
www.healthandfitnessohio.com  
Rep: Joel Parks



**HEALTH & FITNESS**  
EQUIPMENT CENTERS

**DELIVER TO:**

Medina Recreation Center  
855 Weymouth Road  
Medina, OH 44256

ckipp@medinaoh.org

**ORDER DATE:**

4/15/2025



**PAYMENT BY:**

Check: \_\_\_\_\_ Amt. Enclosed: \_\_\_\_\_  
Charge: \_\_\_\_\_ Card Type: \_\_\_\_\_  
Account: \_\_\_\_\_ Account No: \_\_\_\_\_  
COD: \_\_\_\_\_  
Credit Card No: \_\_\_\_\_

Customer Purchase Order	
Customer Phone Number	
Direct Inquiries To:	Cheryl Kipp
Delivering Date Requested:	

Payment Policy:

Invoice NET30

STOCK NO.	QTY.	DESCRIPTION	MSRP	UNIT PRICE	LINE TOTAL
PHRCA885BG36K6084	3	Precor AMT® 885 Adaptive Motion Trainer® - Open Stride	\$15,095.00	10,587.00	31,701.00
	3	P84 Console 16" Touchscreen/Smart Watch Connector Trade In Old AMTs		-500.00	-1,500.00
<p>City of Medina Sourcewell Account # 29417</p> <p>Sourcewell Precor Vendor Contract #052324-PCR</p> <div>  <p>Sourcewell</p> </div> <div>  <p>Black Pearl</p> </div>					

**BILL TO:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub total: 30,201.00

Freight: 1,133.40

Delivery and Install: 579.00

Tax Rate: 0.00% Tax: \_\_\_\_\_

Downpayment \_\_\_\_\_

Total due: 31,913.40

Signature: \_\_\_\_\_

NO REFUNDS AFTER 30 DAYS, 15% RESTOCKING FEE, DELIVERY FEES NON-REFUNDABLE, QUOTES ARE VALID FOR 30 DAYS

OK  
2/14/25  
4-23-25

## REQUEST FOR COUNCIL ACTION

**FROM:** Medina Community Recreation Center *JSC*  
**DATE:** April 21, 2025  
**SUBJECT:** American Dream Video Release

**No.** RCA 25-105.4/28  
**Committee:** Finance

### SUMMARY AND BACKGROUND:

The MCRC is respectfully requesting the Mayor to sign a Location Release and Video Content Release for a promotional video to be recorded for Medina Rec by American Dream Media and Tech Holdings and Larry Steinbacher / ADTV. This is a nationally streaming TV show with over 20 million viewers that is hosted by realtors to highlight their communities. Mr. Steinbacher is a Medina resident and he has offered to spotlight Medina Rec Center for one of their local video segments. There will be an interview portion with a few staff members and an overall facility tour shot over a four-hour period one day in May, 2025. The footage is then professionally edited and condensed to a five-minute promotional video to be aired by American Dream TV. The Rec Center receives a copy of the five-minute video to use for promotional purposes. There is no cost for this promotional video or editing service. This opportunity was suggested by Rec Advisory Committee Chairperson Neil Browne at the March 13<sup>th</sup> Rec Advisory Committee meeting. This request was originally sent to Board of Control, and the Law Director recommended we submit for Council approval.

Please refer to the attached release forms.

### Estimated Cost:

#### Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.  
to Account No.
- **NEW APPROPRIATION** needed in Account No.

Emergency Clause Requested: Yes

Reason:

---

### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



PRODUCTION DOCUMENTS  
LOCATION RELEASE

**LOCATION RELEASE**

Medina Recreation Center hereby grant American Dream Media and Tech Holdings, LLC ("Company"), its affiliates, successors, assigns, licensees, and anyone authorized by them (collectively referred to as the "Released Parties"), the irrevocable and unrestricted right to use, reproduce, and distribute any and all photographs, audio recordings, video recordings, and/or other media captured at the location known as **Medina Recreation Center**(the "Material") filmed on **TBD**.

I represent and warrant that I am the owner/landlord or have the authority to grant permission for the use of the location, and I hereby authorize the Company to enter and film/photograph at the location.

I understand and agree that the Material may be used in all forms of media, including but not limited to television broadcasts, cable and digital streaming platforms, advertising, marketing, social media, promotional materials, and any other purposes deemed appropriate by the Company in connection with the television/online production entitled "The American Dream/Operation American Dream."

I hereby waive any right to inspect or approve the finished product wherein the Material appears, including written copy or artwork that may be created in connection therewith, or the use to which it may be applied.

I release and discharge the Released Parties from any and all claims, demands, or causes of action that I may have now or in the future, whether known or unknown, arising out of or in connection with the use of the Material.

I understand that my permission for the Company to film/photograph at the location is voluntary, and I will not receive any financial compensation for the use of the Material.

This Location Release shall be binding upon me and my heirs, legal representatives, and assigns.

I have read and understood the terms of this Location Release and voluntarily agree to them.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



PRODUCTION DOCUMENTS  
VIDEO CONTENT RELEASE AGREEMENT

**VIDEO CONTENT RELEASE AGREEMENT**

I, \_\_\_\_\_ hereby grant and authorize Larry Steinbacher/ADTV the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all video content created by me, to be used in and/or for any lawful purpose.

This authorization extends to all languages, media, formats and markets now known or later discovered.

This authorization shall continue indefinitely, unless I otherwise revoke this authorization in writing.

I waive the right to inspect or approve any finished product in which my likeness appears.

I agree that I have been compensated for this use of my likeness or have otherwise agreed to this release without being compensated. I waive any right to royalties or other compensation arising or related to the use of the video.

I understand and agree that these materials shall become the property of Larry Steinbacher/ADTV and will not be returned.

I hereby hold harmless and release Larry Steinbacher/ADTV from all liability, petitions, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate.

Printed Name: \_\_\_\_\_

## Christy Moats

---

**From:** Larry Steinbacher <lorenz.steinbacher@gmail.com>  
**Sent:** Friday, March 14, 2025 1:59 PM  
**To:** Christy Moats; Browne Neil; Jansen Wehrley  
**Subject:** American Dream TV

Hello All,

Thank you for the introduction Neil.

American Dream TV is a national, Emmy nominated, TV show with over 20 million monthly viewers. It is a streaming show that you can download via Roku, Apple TV or Amazon. As Neil indicated, since I live in Medina I have a keen interest in showcasing our area.

If you are interested, I would love to meet with you sometime next week to further discuss the process. My next openings for filming are in the first week of April or the first week in June.

This a 4 hour shoot which includes not only the interview but a lot of B roll taken by the film crew. It then goes to Las Angeles for editing and we get the final episode back the following month, prior to going live. You can use the episode for your own marketing purposes. There is absolutely no cost to you!

Please let me know if you have any questions.

Larry

On Fri, Mar 14, 2025 at 1:39 PM Neil Browne <[neil.browne90@yahoo.com](mailto:neil.browne90@yahoo.com)> wrote:  
Good afternoon Christy, Jansen, and Larry,

I am writing today Christy and Jansen, as follow up to our meeting discussion yesterday regarding a potential American Dream TV segment that would feature the Medina County Recreation Center (MCRC). My neighbor Larry Steinbacher (cc'ed), has hosted ADTV segments on various Cleveland area/ Medina County businesses and organizations including Historic Medina Square, The Jack Casino, Bunker Hill Golf Course and Castle Noel among others.

I was describing to Larry my experiences as a member of MCRC over the past 20 years, and how the robust amenities serve members of all ages everyday. He told me about his show, that MCRC might be a great fit to be featured on a segment of ADTV.

I told Larry that I would put him in contact with MCRC leadership, to further explore if this is a good fit. He explained that a tentative path forward would be for him to come out and meet with you to identify highlights and speaking points for the segment, then a second visit to MCRC with a film crew to shoot footage of the place and interview one or both of you to tell the story of the rec.

That being said, let me introduce Larry Steinbacher via email. He will provide additional info and details. Please let me know if questions arise or if I can assist.

Thanks, Neil  
(330) 635-5123 mobile



*D. Hanwell*  
*4-23-25*

## REQUEST FOR COUNCIL ACTION

FROM: Mayor Dennis Hanwell  
DATE: April 23, 2025  
SUBJECT: 135 N. Elmwood Lease

No. RCA 25-106-4/28  
Committee: Finance

### SUMMARY AND BACKGROUND:

Respectfully request Council review, discuss, and approve the attached lease between the City of Medina and the Medina Metropolitan Housing Authority that would permit MMHA to renovate and use the Municipal Courthouse for MMHA operations, upon the Municipal Court moving to the 1969 Courthouse on the Square in 2026.

*Reference*  
*RCA 25-026-1/27*

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: No

Reason:

---

### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

## **LEASE**

This Lease is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **CITY OF MEDINA, OHIO**, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor," and **MEDINA METROPOLITAN HOUSING AUTHORITY**, a public body, corporate and politic organized and existing under the laws of the State of Ohio, 120 W. Washington Street, Suite 1-L, Medina, Ohio 44256, as "Lessee."

### **WITNESSETH:**

#### **ARTICLE 1. DEMISED PREMISES**

1.1. Lessor hereby leases to the Lessee the real property situated in the City of Medina, County of Medina, and State of Ohio commonly known as 135 N. Elmwood, Medina, Ohio 44256 (previous site of the Medina Municipal Court), identified as Medina County PPN 028-19A-21-092, containing approximately 0.956200 acres of land including the use of the parking lot, the aerial depiction of which is set forth on Exhibit A, hereinafter called "demised premises."

1.2. Lessor reserves the right to shared use of the entire parking lot located on PPN 028-19A-21-092. The parking lot shall always be available to the public for public parking purposes.

1.3 Lessor shall have the right to store documents and records in the lower level of the building located on the demised premises provided that such storage of documents and records shall not materially limit Lessee's occupancy of the demised premises. Lessor shall have access to its documents and records at all reasonable times and upon prior notification to Lessee. Lessor shall bear the risk of damage or loss to any of the stored documents or records solely, unless such damage or loss is caused by the negligence of Lessee, its employees, or agents.

1.4 Lessee accepts the demised premises "AS IS," "WHERE IS" and "WITH ALL FAULTS" and agrees that neither Lessor nor any of its agents or employees have made any other representations or warranties, either written or oral, express or implied, with respect to the condition, suitability, state of repair or zoning of the demised premises. Lessee waives, releases and forever discharges Lessor, and Lessor's heirs, personal representatives, successors and assigns, of and from any and all suits, legal or administrative proceedings, claims, demands, damages, losses, costs, liabilities, interest, reasonable attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown, that Lessee has or in the future may have against any such persons based upon, or arising directly or indirectly out of, the condition, status, quality, or nature of the demised premises as of the date of possession of this Lease. Lessee agrees to assume all repair, maintenance and renewal obligations with respect to the demised premises after the date of possession with the exception of the parking lot, which the Lessor agrees to continue repair and maintain at Lessor's sole cost and major repairs or replacement to the structural components of the building and roof, the division of cost for which is set forth in Article 10 below.

## **ARTICLE 2. TERM OF LEASE**

To have and to hold for a term of three (3) years to commence within forty-five (45) days after the Lessor informs the Lessee that the demised premises has been vacated by the Lessor; provided however, that the same occurs prior to August 1, 2026. If the Lessor has not vacated the demised premises by August 1, 2026, either party shall have the right to terminate the Lease by providing written notice to the other.

## **ARTICLE 3. RENT**

The parties hereto agree that there shall be no exchange of rent as between the Lessor and the Lessee for the use of the demised premises. Consideration for this agreement shall be established by way of payment from Lessee to Lessor of the sum of One Dollar (\$1.00). The parties, however, state that the rights and responsibilities granted under this Lease, including alterations, improvements, and additions made by Lessee to the demised premises, provide legal consideration for the formation of this Lease, the receipt and sufficiency of which is hereby acknowledged.

## **ARTICLE 4. UTILITIES**

4.1. Lessee covenants and agrees to pay for all public utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, sewer rental, security monitoring costs, and the like, together with all taxes levied or other charges on such utilities. In no event shall Lessor be liable for the quality, quantity, failure, or interruption of such service to the demised premises. To the extent reasonably possible, utilities shall be put into Lessee's name.

4.2. Lessor may, with ten (10) days' written notice to Lessee, discontinue gas, water, electricity, and any or all other utilities, whenever such discontinuance is necessary to make repairs or alterations. Unless the parties otherwise agree, in no event shall utilities be discontinued by Lessor for more than three (3) consecutive business days. No such action by Lessor pursuant to this Section 4.2 shall be construed as an eviction or disturbance of possession or as an election by Lessor to terminate this Lease, nor shall Lessor be in any way responsible or liable for such action.

## **ARTICLE 5. QUIET ENJOYMENT**

Subject to the terms of this Lease, Lessor covenants and agrees that if Lessee is in compliance with the terms hereof and performs all of the covenants and agreements herein stipulated to be performed, Lessee shall, at all times during said term, have the peaceful and quiet enjoyment and possession of said demised premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor.

## **ARTICLE 6. USE OF PREMISES**

6.1. The demised premises shall be occupied and used by Lessee as its main office space for Lessee's staff consistent with the operation of Lessee's mission as a Housing Authority for the County of Medina.

6.2. Lessee shall comply with and cause the demised premises to be in compliance with all laws, ordinances, and regulations, and other governmental rules, orders, and determinations, including but not limited to, the Americans with Disabilities Act, now in force or subsequently enacted, whether or not presently contemplated (collectively "Legal Requirements") applicable to the demised premises or its use and all contracts (including insurance policies), agreements, covenants, conditions and restrictions applicable to the demised premises or the ownership, occupancy or use of same.

6.3. Lessee covenants and agrees that the demised premises shall not be abandoned or left vacant and shall be used in a manner suitable to the purpose for which the building is being leased. In addition, Lessee agrees as follows:

- a. To keep the demised premises in a careful, safe, and proper manner; to keep the outside areas adjoining the demised premises clean of snow, ice, and debris, with the exception of the parking lot which will be plowed and salted by the Lessor, at Lessor's sole cost; and
- b. To prevent the demised premises from being used in any way which would injure the reputation of same or of the building; to prevent the demised premises from becoming a nuisance, annoyance, inconvenience, or damage to others in the neighborhood.

6.4. Lessee covenants and agrees not to use or occupy or suffer or permit said demised premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Lessor over and above the normal cost of said insurance for the type and location of the building of which the demised premises is a part or for the approved purpose as set forth in Article 6.1 above. If the Lessee shall install any electrical equipment that overloads the lines in the demised premises, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of insurance underwriters and governmental authorities having jurisdiction thereof.

6.5. Except as otherwise specifically provided herein, this Lease is a "net" Lease. Lessee shall pay all charges due under this Lease without notice or demand and free from any charges, taxes, assessments, impositions, claims, damages, expenses, deductions, setoffs, counterclaims, abatement, suspension or defense of any kind. Subject to the foregoing sentence, it is the intention of the parties that the obligations of Lessee shall be separate and independent covenants and that the monetary obligations and all other charges payable by Lessee shall continue to be payable in all events, and that the obligations of Lessee shall continue unaffected unless the requirement to pay or perform the same shall have been terminated or modified pursuant to an express provision of this Lease. Except as otherwise specifically provided in this Lease, Lessee shall pay and be responsible to Lessor for all costs, expenses, obligations, liabilities, and acts necessary to and for the proper use, operation, maintenance, care and occupancy of the demised premises.

6.6. All persons using the demised premises will be treated fairly and equally without regard to race, color, religion, sex, familial status, disability, national origin, or source of income.

#### **ARTICLE 7. SIGNS**

Lessee may after Lessor's review and written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, at its sole risk and expense and in conformity with applicable laws and ordinances, erect and thereafter, repair or replace, if it shall so elect, signs on the demised premises provided that Lessee shall remove any such signs upon termination of this lease and repair all damage occasioned thereby to the demised premises.

#### **ARTICLE 8. ALTERATION**

The Lease is executed with the anticipation of Lessee making improvements to the demised premises as consideration for Lessee's occupancy. Lessee covenants and agrees that all alterations, improvements, and/or additions to the demised premises or any part thereof, shall be made with the written consent of the Lessor. All alterations, improvements, and additions to the demised premises shall be made in accordance with all applicable laws, and shall, at once when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor, and shall remain for the benefit of Lessor at the end of the term or the expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted. In the event of making alterations, improvements, and additions as herein provided, Lessee agrees to indemnify and save harmless Lessor from all expense, liens, claims, or damages to either persons or property arising out of or resulting from the undertaking or making of said alterations, additions, and/or improvements.

#### **ARTICLE 9. MECHANIC'S LIEN**

Any mechanic's lien filed as against the demised premises for work claimed to have been done or for materials claimed to have been furnished to Lessee shall be discharged within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

Nothing in this Lease shall be construed as constituting the consent or request of Lessor, express or implied, to any contractor, subcontractor, laborer, materialman or vendor for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition or repair to the demised premises. Lessor gives notice that it will not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding the demised premises or any part or interest in the demised premises through or under Lessee, and that no mechanic's or other lien for any such labor or materials shall attach to or affect Lessor's interest in the demised premises.

#### **ARTICLE 10. MAINTENANCE**

Except as otherwise provided in this Lease, Lessee, at its sole expense, shall keep and maintain the building, roof, structure, mechanical systems and all additions, improvements and all other portions of the demised premises (including, but not limited to, non-major components of all



heating, air conditioning, plumbing and electrical equipment and apparatus and landscaping) in good repair and condition and shall make all repairs, replacements and renewals, foreseen or unforeseen, ordinary or extraordinary, interior or exterior, necessary to put or maintain the demised premises in that state of repair and condition as of the commencement date of this Lease, reasonable wear and tear excepted.

If Lessee fails to commence to make such repairs within thirty (30) days after written notice from Lessor, or fails to complete such repairs within ninety (90) days after written notice from Lessor (except where there has occurred an event of a force majeure nature whereupon such time periods shall be extended as is reasonable under the circumstances or in case of emergency where imminent waste to the demised premises is either occurring or likely whereupon the above time periods shall be shortened to five (5) and thirty (30) days, respectively), Lessor, at its option, may make such repairs and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs, plus a fee of five percent (5%) to cover Lessor's overhead, provided that Lessor has acted in a commercially reasonable manner in connection with the making of and contracting for such repairs.

Notwithstanding any provision in this Lease to the contrary, the Lessor shall repair and maintain the parking lot, at Lessor's sole cost.

Notwithstanding any provision in this Lease to the contrary, Lessee shall pay the first \$5,000 of the cost of any repair or replacement of the roof or a structural component of the building. Lessee shall be responsible to pay a portion of any repair or replacement cost in excess of \$5,000 by dividing the number of months remaining in the lease by the useful life of the replacement or repair. For example, if there is a roof replacement in the first month of the lease with a useful life of 240 months, Lessee shall pay  $35/240$ , or fourteen percent (14%) of the amount over \$5,000; Lessor shall pay the balance.

## **ARTICLE 11. INDEMNITY AND INSURANCE**

11.1. To the extent permitted by law, Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will, at all times, protect, indemnify and save and keep harmless the Lessor against and from all claims, loss, cost, damage, or expense arising out of or from any accident or other occurrence on or about the demised premises causing injury to any person or property, and will protect, indemnify, save, and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

11.2. To the extent permitted by law, Lessee covenants and agrees that it shall indemnify Lessor and save Lessor harmless from any and all claims and judgments for injury to or death to persons (including cost of litigation and attorney fees) made or obtained against Lessor by third parties, based upon injuries to persons arising out of any accident or other occurrence on or about the demised premises or in any manner caused by, incidental to, connected with, resulting or



arising out of this Lease Agreement. The provisions of this Article 11.2 shall not include claims arising as a result of the willful actions or negligence of Lessor, its employees or agents.

11.3. Lessee agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in, upon, or about the demised premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the demised premises during the term of this Lease, such insurance at all times to be in an amount of not less than One Million Dollars (\$1,000,000) for injury to any one person, and not less than Three Million Dollars (\$3,000,000) for injuries to more than one person in one accident. Such insurance shall name the Lessor as an additional named insured and shall be written with a company or companies engaged in business of general liability insurance in Ohio, and there shall be delivered to the Lessor customary insurance certification evidencing such paid up insurance, and such insurance shall not be canceled without at least thirty (30) days' advance notice, in writing, to the Lessor. In the event Lessee fails to furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand.

11.4. Lessee agrees that, at its own cost and expense, it will procure and continue in force insurance covering property damage to the demised premises in an amount not less than one hundred percent (100%) of the replacement cost, the exact amount to be approved by Lessor. Lessee agrees to make Lessor an additional insured on the insurance policy as stated herein. The parties agree to coordinate their efforts for the periodic review of the value of the demised premises so the amount of the property damage insurance may be properly adjusted.

11.5 If Lessee fails to effect, maintain, or renew any insurance as required in this Lease or to pay the premiums for the same, or to deliver to Lessor any required certificates, then in addition to any other remedy available to Lessor, Lessor may (but shall not be obligated to) procure such insurance. Lessee shall reimburse Lessor for all amounts so paid within five (5) days after Lessor notifies Lessee of the payment.

## **ARTICLE 12. REAL ESTATE TAXES AND ASSESSMENTS**

If applicable, Lessee shall pay all real estate taxes and assessments, if any, with respect to the demised premises during the term of this Lease. When the actual bills for real estate taxes, if any, covering the term of this Lease are rendered by the taxing authority, Lessor shall provide the bill to Lessee, and Lessee shall forthwith pay to Lessor the actual amount of taxes due Lessor during Lessee's possession. Lessor agrees to coordinate with Lessee in any application with the taxing authority for the abatement of real property taxes due to Lessee's status as a public body, corporate and politic.

## **ARTICLE 13. DESTRUCTION BY FIRE OR CASUALTY**

If the demised premises shall be totally destroyed by fire or other casualty covered by Lessee's policy of fire and extended coverage during the period of this Lease, then Lessor shall have the option to rebuild or to terminate the Lease. Lessee shall maintain fire and extended coverage insurance on the building and improvements of the demised premises in an amount not

less than one hundred percent (100%) of the replacement cost, the exact amount to be approved by Lessor. Lessor shall be named as an additional insured on the said fire and/or casualty insurance policy. Lessee shall not be liable for fire or casualty costs to the demised premises which exceed the replacement value set forth in the insurance policy. If the demised premises are destroyed during the period of this Lease and Lessor decides to not rebuild, Lessee shall be entitled to a portion of the insurance proceeds equal to the cost of improvements that Lessee can document establishing the amount of money that Lessee spent on improvements to and maintenance of the premises prorated to present dollar value.

#### **ARTICLE 14. WAIVER OF SUBROGATION CLAIMS**

Lessor and Lessee hereby waive any claim of subrogation by an insurer against the other party for loss or damage to their respective real and/or personal property located at or within the demised premises resulting from any of the perils insured against in any fire and extended coverage or property or indemnity insurance carried by either Lessor or Lessee, whether or not negligently caused by the other party; however the parties agree that a waiver of subrogation shall not apply in any case in which the application would result in the invalidation of an applicable policy of insurance.

#### **ARTICLE 15. PROPERTY IN DEMISED PREMISES**

15.1. All fixtures, additions, improvements, and installations provided by Lessee shall at once when furnished or installed be deemed to have attached to the freehold and to have become the property of Lessor and shall not be removed by Lessee during or at the expiration of the term hereof unless Lessee is so directed as hereinbefore provided.

15.2. All Lessee's personal property of every kind or description, which may at any time be in the demised premises, shall be at Lessee's sole risk, or the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever.

#### **ARTICLE 16. HAZARDOUS MATERIALS**

Lessee shall conduct its business and shall cause all persons occupying all or any portion of the premises and all of their respective agents, employees, contractors, and invitees to act in such a manner as to (i) not release or permit the release of any Hazardous Material, and (ii) not create any nuisance or unreasonable interference with or disturbance of Lessor. "Hazardous Material" means any hazardous, explosive, radioactive, or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Ohio, or the United States, including, without limitation, any material or substance which is (A) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," hazardous substance," "hazardous material," "pollutant," or "contaminant" under any law, (B) petroleum or a petroleum derivative, (C) a flammable explosive, (D) a radioactive material, (E) a polychlorinated biphenyl, (F) asbestos or an asbestos derivative, or (G) a carcinogen.

## **ARTICLE 17. ACCESS TO DEMISED PREMISES**

In addition to continuous access to the demised premises to access its storage documents and records with prior notice to Lessee, Lessor shall also have the right to enter upon the demised premises for a period commencing one hundred twenty (120) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers upon providing prior notice to Lessee. During said period, Lessor may place signs in or upon said premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

## **ARTICLE 18. ASSIGNMENT AND SUBLETTING**

Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the demised premises, or to permit any other persons to occupy same without the written consent of the Lessor, which consent may be withheld in its sole discretion.

## **ARTICLE 19. DEFAULT**

19.1. **Default.** Lessor or Lessee shall be in default of this Lease if either fails to perform any duty or obligation imposed by this Lease. Lessee shall be in default if the Lessee fails to perform or observe any other covenant or condition to be performed or complied with by the Lessee pursuant to this Lease and that failure continues for thirty (30) days after written notice from the Lessor to the Lessee.

19.2. **Remedies.** In the event of Lessee's default, Lessor shall have the right to terminate this Lease and regain possession of the demised premises through formal legal proceedings in an action for Forcible Entry and Detainer.

In the event of Lessor's default, in addition to any other right or remedy at law or equity, Lessee shall have the right of injunctive relief or the ability to terminate this Lease, in Lessee's sole discretion.

19.3. **Right to Cure.** Without limiting any other remedy available to Lessor or Lessee by reason of the other party's default, in the event of a default in the performance of any of the obligations set forth in this Lease, the non-defaulting party, at its option (but without any obligation so to do), may do all things as it deems necessary and appropriate to cure the default, perform any obligation of the defaulting party, and expend such sums as may be required.

## **ARTICLE 20. HOLDING OVER**

A holding over beyond the expiration of the term of this Lease shall operate as an extension of this Lease from month to month. The holding over may be terminated by Lessor at the end of any month by giving thirty (30) days' written notice to the Lessee.

## **ARTICLE 21. SURRENDER OF DEMISED PREMISES**

21.1. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the demised premises upon expiration of this Lease, or its earlier termination as herein provided, clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted.

21.2. Lessee shall, at Lessee's expense, remove all property of Lessee as required by Lessor, including exterior signage, and Lessee shall not remove any alterations, additions, and improvements unless approved or required by Lessor, repair all damage to the demised premises to the condition in which it was prior to the installation of the article so removed. Any property not so removed and to which Lessor shall have not made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

## **ARTICLE 22. INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

## **ARTICLE 23. PROVISIONS BINDING**

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties as well as their successors and permitted assigns. Each term and each provision of this Lease to be performed by the Lessee shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment by Lessee, but has reference only to those instances in which Lessor may have given written consent to a particular assignment.

## **ARTICLE 24. REIMBURSEMENT**

All terms, covenants, and conditions herein contained, to be performed by Lessee, shall be performed at its sole expense; and if Lessor shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect, or refusal of Lessee to perform such term, covenants or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor within sixty (60) days of Lessor's written demand.

## **ARTICLE 25. COMPLETE AGREEMENT**

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of Lessor hereto has authority to make or has made any



statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

#### **ARTICLE 26. MEMORANDUM OF LEASE**

The parties hereto agree to execute a Memorandum of Lease, in recordable form and record the same with the Medina County Recorder's Office. The Lessor shall provide the Lessee with a proper legal description for demised premises as approved by Medina County Tax Maps. The cost of recording the Memorandum of Lease shall be split equally between the parties. Within fifteen (15) days following the expiration of the term of this Lease, or earlier termination Lessee shall cooperate with Lessor to cause a release or termination of the Memorandum of Lease to be recorded, the cost of which shall be split equally between the parties.

#### **ARTICLE 27. CONSTRUCTION OF AGREEMENT**

The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by one of the parties, it being mutually acknowledged and agreed that the parties and/or their respective counsel have contributed substantially and materially to the preparation and negotiation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

#### **ARTICLE 28. RIGHTS CUMULATIVE**

The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or its successor), whether pursuant to this Agreement, or to any other agreement, or to law, shall not preclude or waive its rights to exercise any or all other rights and remedies.

#### **ARTICLE 29. NON-WAIVER**

No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party through a duly authorized individual.

Signed and acknowledged by the parties hereto the day and year first above written.

**CITY OF MEDINA,  
an Ohio Municipal Corporation**

By: \_\_\_\_\_  
DENNIS HANWELL  
Its: Mayor

**Medina Metropolitan Housing Authority  
a public body, corporate and politic  
organized and existing under the laws of  
the State of Ohio**

By: \_\_\_\_\_  
James A. Sipos, Executive Director

STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
**DENNIS HANWELL, Mayor of the CITY OF MEDINA**, an Ohio municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
**JAMES A. SIPOS, Executive Director of the MEDINA METROPOLITAN HOUSING  
AUTHORITY** a public body, corporate and politic organized and existing under the laws of the  
State of Ohio.

\_\_\_\_\_  
NOTARY PUBLIC



**Exhibit A**

**Aerial Depiction of the Demised Premises**

028-19A-21-092



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