

FINANCE COMMITTEE AGENDA

September 22, 2025

Finance Committee (5:30 p.m.)

1. Assignment of Requests for Council Action
2. 25-181-9/22 – Zoning Map Amendment – Professional Building
3. 25-182-9/22 – Resolution of Support – Medina County Park District Proposed Levy
4. 25-183-9/22 – Electric Aggregation Program
5. 25-184-9/22 – Expenditure – Lake County Sewer Co. – Street Dept.
6. 25-185-9/22 – 2026 Material Bids
7. 25-186-9/22 – Bids, Job #1160 Blake Avenue Reconstruction
8. 25-187-9/22 – MOU w/Medina County for Job #1160 – Blake Ave. Reconstruction
9. 25-188-9/22 – Preliminary Agreement w/ Wheeling & Lake Erie RR – Blake Avenue
10. 25-189-9/22 – Amend Ord. 97-25, Bids Job #1151 US 42 Resurfacing
11. 25-190-9/22 – Sanitary Sewer Easements – 549 S. Court St.
12. Executive Session: (collective bargaining negotiations/land acquisition)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 25-181-9/22 – Zoning Map Amendment – Professional Building
- 25-182-9/22 – Resolution of Support – Medina County Park District Proposed Levy
- 25-183-9/22 – Electric Aggregation Program
- 25-184-9/22 – Expenditure – Lake County Sewer Co. – Street Dept.
- 25-185-9/22 – 2026 Material Bids
- 25-186-9/22 – Bids, Job #1160 Blake Avenue Reconstruction
- 25-187-9/22 – MOU w/ Medina County – Job 1160 Blake Ave. Reconstruction
- 25-188-9/22 – Preliminary Agreement w/ Wheeling & Lake Erie RR – Blake Avenue
- 25-189-9/22 – Amend Ord. 97-25 – Bids for Job #1151 US 42 Resurfacing
- 25-190-9/22 – Accept Easements – 549 S. Court St.

9/22/25

REQUEST FOR COUNCIL ACTION

No. RCA 25-181-9/22

FROM: Andrew Dutton

Committee: Finance

DATE: 9/12/25

SUBJECT: Professional Building Zoning Map Amendment

SUMMARY AND BACKGROUND:

A Zoning Map Amendment request was submitted to change the zoning of properties at 120 and 124 West Washington Street with Parcel Numbers 028-19A-21-257 and 028-19A-21-256, respectively, from P-F (Public Facilities) to C-2 (Central Business).

The properties are currently owned by the Medina County Board of Commissioners, but will be sold to Uptown West, a private entity.

The Planning Commission reviewed and unanimously (5-0) recommended approval of the request at their regular meeting on 9/11/25.

The review of the Zoning Map Amendment follows Sections 1107.06 and 1107.07, which require a public hearing prior to City Council's decision.

Estimated Cost: \$0

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:



CITY OF MEDINA
Community Development Department
132 N. Elmwood Ave. Medina, OH 44256
Phone: 330-722-9056

September 12, 2025

Anthony Cerny
620 East Smith Road, E2
Medina, OH 44256

Dear Mr. Cerny,

At the September 11, 2025 meeting of the Planning Commission, the Commission considered application **P25-17**: Anthony Cerny requesting Zoning Map Amendment approval to change the zoning of properties at 120 and 124 West Washington Street with Parcel Numbers 028-19A-21-256 and 028-19A-21-257 from P-F (Public Facilities) to C-2 (Central Business).

After discussion, a motion was made to recommend approval of the application to City Council. The motion received the necessary votes of the Commission and the **recommendation was approved**.

This action of the Planning Commission does not constitute approval of a Site Plan, Zoning Certificate, Variance, Building Permit, Engineering Permit, Sign Permit, or other application required by the City of Medina Codified Ordinances.

Please feel free to contact me at (330) 722-9023 or adutton@medinaoh.org if you have any questions or need any further information.

Sincerely,

Andrew Dutton
Community Development Director

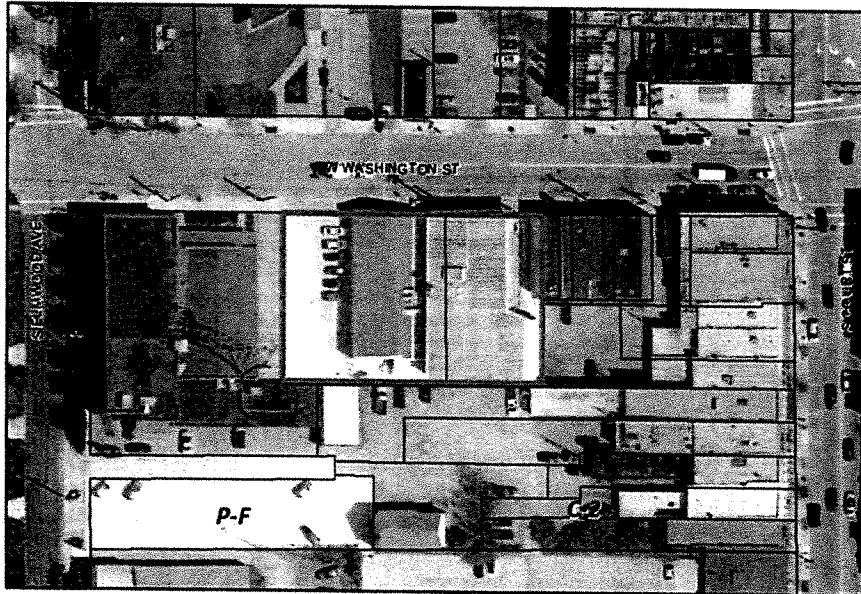
P25-17
West Washington Street Rezoning

Property Owners: Medina County Board of Commissioners
Applicant: Anthony Cerny
Location: 120 and 124 West Washington Street
Request: Zoning Map Amendment to change the zoning of the properties from P-F (Public Facilities) to C-2 (Central Business)

LOCATION AND SURROUNDING USES

The subject site is composed of two properties encompassing 0.50 acres located on the south side of West Washington Street. Adjacent properties are zoned C-2 and contain the following uses:

- North – Bank and Parking
- East – Retail
- South – Parking and Personal Service
- West – Retail and Restaurant



BACKGROUND/PROPOSED APPLICATION

The subject site encompasses two properties with two adjacent buildings. Though the properties are owned by the Medina County Board of Commissioners, per the Medina County Auditor, a sale is pending to Washington Properties.

The applicant is proposing a zoning map amendment to change the zoning of the properties from P-F (Public Facilities) to C-2 (Central Business). At this time, no significant changes are proposed to the buildings or site, which are currently office space.

USES

The chart below indicates permitted (P), conditionally permitted (C), and prohibited (X) uses in the P-F zoning district and the C-2 zoning district:

Use	P-F	C-2
Residential		
Attached Single-Family Dwellings within a Mixed Use Building	X	P*/C^
Assisted Living Facility, Independent Living Facility, or Nursing Home	P	X
Multi-Family Dwellings within a Mixed Use Building	X	P*/C^
Public/Semi-Public		
Cemetery	P	X
Club	X	P
Conservation Use	C	C
Educational Institution	P	X
Educational Institution – Tech. School, Vocational School, College, or Uni.	X	C
Passenger Transportation Agency & Terminal	P	P
Public Utility	P	C
Publicly Owned or Operated Government Facility	P	C
Public or Quasi-Public Owned Park or Recreation Facility	P	X
Religious Place of Worship	X	C
Urban Garden	C	C
Wireless Telecommunication Facility	P	X
Commercial		
Bar or Tavern	X	P
Bed and Breakfast Inn	X	C
Child Day Care Center or Nursery	C	C
Clinic	X	P
Commercial Entertainment	X	P

Use	P-F	C-2
Commercial (Continued)		
Commercial Recreation	X	P
Conference Center, Banquet Facility, or Meeting Hall	X	C
Convenience Retail	X	P
Fitness Facility	X	C
Hospital	X	C
Hotel or Motel	X	C
Major/Minor Motor Vehicle Repair	X	C
Mixed Use Building	C	P*/C^
Motor Vehicle Filling Station	X	C
Motor Vehicle Sales	X	C
Museum	P	C
Office	X	P
Off-Street Parking Lot, Garage or Deck	P	P
Outdoor Dining	X	C
Personal or Professional Services	X	P
Personal or Professional Services w/ Drive Through	X	C
Research & Development Lab	X	C
Restaurant	X	P
Restaurant	X	P
Retail Business	X	P
Short Term Rental	X	P
Other Similar Uses as Determined by the Planning Commission	P	P

* Not including Ground Level Residential Units in the Public Square Area

^Including Ground Level Residential Units in the Public Square Area

DEVELOPMENT STANDARDS

The chart below indicates development standards in the P-F zoning district and the C-2 zoning district:

Standard	P-F	C-2
Minimum Lot Size	None/40 acres for Cemetery	None
Minimum Lot Width at Building Line	None	None
Minimum Lot Frontage	40 ft.	None
Maximum Lot Depth	None	None
Minimum Usable Open Space	None	None
Maximum Building Footprint within the Public Square Area	None	5,000 sq. ft.
Maximum Lot Coverage	60%	None
Maximum Building Size	None	None
Maximum Building Width	None	None
Minimum Front Yard	• 50 ft. • 0 ft. in a Historic District	Buildings shall be constructed at the front lot line unless adjacent to a Residential District, then the Setback Shall be that of the Residential District Plus 1 ft. Additional for each 2 ft. of Building Height over 35 Ft.
Minimum Rear Yard	• 50 ft. for Principal Use or Structure • 0 Ft. in a Historic District • 25 ft. of Yard Must be Landscaped when Adjacent to a Residential District • 20 ft. for Accessory Use or Structure	• None unless adjacent to a Residential District, then the Setback shall be that of the Residential District Plus One Foot Additional for each 2 ft. of Building Height over 35 ft. • 0 Ft. for an Accessory Use or Structure
Minimum Side Yard	• 25 ft. for Principal Use or Structure • 50 ft. if Adjacent to a Res. District • 0 Ft. in a Historic District • 25 ft. of Yard Must be Landscaped when Adjacent to a Residential District • 20 ft. for Accessory Use or Structure	• None unless adjacent to a Residential District, then the Setback shall be that of the Residential District • 0 Ft. for an Accessory Use or Structure
Maximum Height	• 45 ft. for Principal Use or Structure • 15 ft. for Accessory Use or Structure	• 40 ft. for Principal Use or Structure. • However, a maximum height of 60 ft. may be permitted upon Planning Commission review and approval. • 20 ft. for Accessory Use or Structure



COMPREHENSIVE PLAN

The Comprehensive Plan Future Land Use Section designates the site as "Central Business District". The District "should be mixed use development that blends complementary uses including retail, office, and residential in urban or semi-urban development styles". The Description and Development Character page for Central Business District has been included with this report.

COMMUNITY DEVELOPMENT DEPARTMENT STAFF RECOMMENDATION

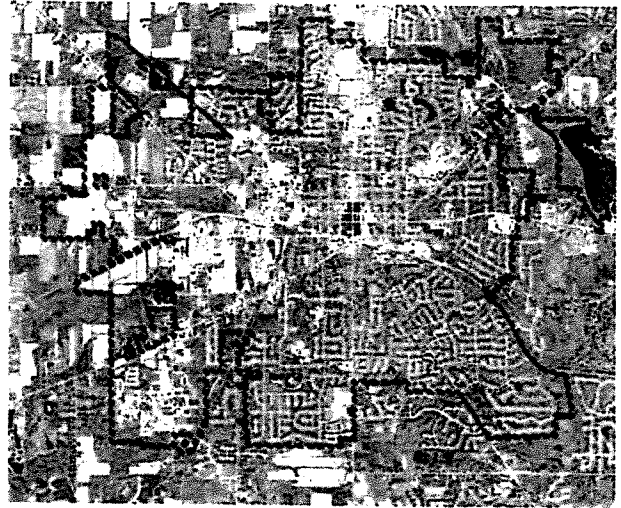
Staff recommends approval of application P25-17 as the proposed C-2 zoning is compatible with adjacent zoning, land uses, and historic development patterns.

CENTRAL BUSINESS DISTRICT

DESCRIPTION

The Central Business District is intended for a mix of uses that serve the regional community, as well as the option to provide multifamily residential. The focus in this district is primarily (60%) commercial.

- **Development Character** should be mixed use development that blends complementary uses including retail, office, and residential in urban or semi-urban development styles. These uses can be integrated vertically in the same building, or horizontally in the same development, and create a live-work-play environment. Public amenities such as outdoor cafes, plazas, and green space provide both residents and visitors areas to relax and socialize.
- **Development Intensity** may range from 10 to 20 units per acre for residential and 10,000 to 30,000 square feet per acre for non-residential uses.
- **Open Space** should be highly connected and create both small and large places for people to gather including plazas, green lawns, and natural areas.
- **Connectivity** should be narrow and incorporate "complete streets" that promote all modes of travel.



DEVELOPMENT CHARACTER

Height	1-4 stories
Front Setback	0-10 ft
Parking	Rear or side of building, screen from street/neighborhood uses
Recommended Development Intensity	• Development intensity 20,000 - 50,000 sf/acre or 10-20 u/a, • Preferred use mix 30% residential and 70% office/retail
Recommended Uses	• Multifamily • Restaurants • Retail / Services • Office • Public • Semi Public



The central business district supports a high-density, walkable community.



M-U

O-C

W WASHINGTON ST

W WASHINGTON ST

S COURT ST

ALLEY

S ELMWOOD AVE

P-F

028-19A-21-256

028-19A-21-257

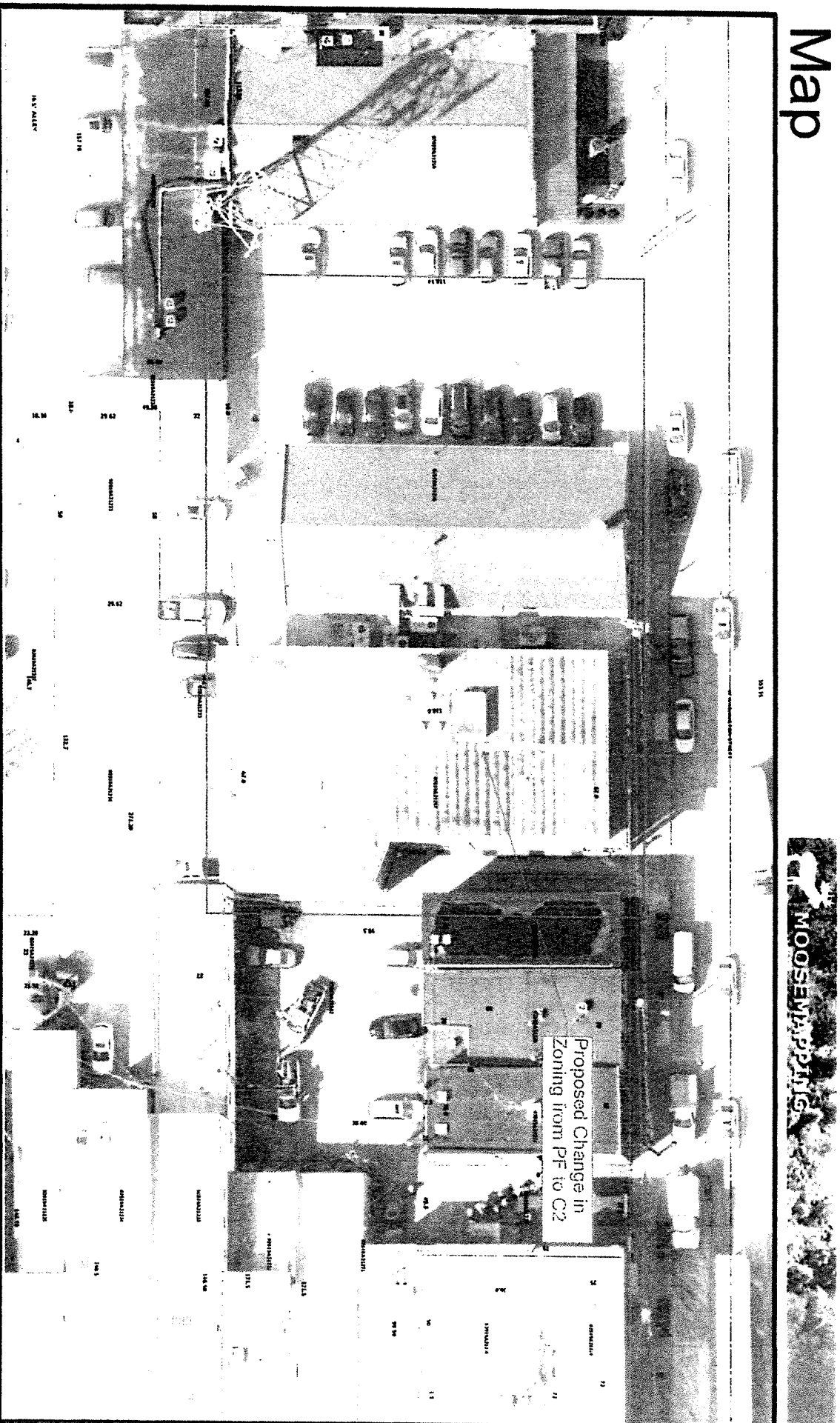
C-2

R-3

P-F



Map



August 14, 2025

City of Medina Planning Commission
C/O Andrew Dutton, Planning Director
132 North Elmwood Avenue
Medina, OH 44256

Re: Change in Zoning
120 - 124 Washington Street
PP - 028-19A-21-256 & 028-19A-21-257

Dear Planning Commission,

Rose Company is purchasing the above referenced facility. The parcels are currently zoned PF - Public Facilities. Since the building will no longer be owned by Medina County, the owners would like to have the zoning reverted back to its original zoning classification of C-2. This will make the zoning classification of the facility consistent with the balance of the buildings within the uptown area.

We appreciate your time and consideration in this matter.

Respectfully Submitted,

Anthony Cerny

2025.08.14

15:22:19-04:00

Anthony J. Cerny
Architectural Design Studios, Inc.

J:\0STUDIOS\0JOBS\25014a_WP_Uptown West Bldg\City of Medina\Change In Zoning\Change in Zoning Letter_250614a_Planning Director.wpd

ROSE COMPANY

REAL ESTATE DEVELOPMENT | INVESTMENT

August 14, 2025

City of Medina Zoning Office
Medina City Hall
132 N. Elmwood Ave.
Medina, Ohio 44256

Re: Zoning change application
Parcels: 028-19A-21-256 and 028-19A-21-257

Dear Zoning Commission Members:

Please accept this letter as written authorization to allow the following party to represent us as property owners with regard to the request for a zoning change for Uptown West (fka the Professional Building) at 120-124 W. Washington, Medina, parcels 028-19A-21-256 and 028-19A-21-257:

Tony Cerny
Architectural Design Studios
620 East Smith Road
Medina, Ohio 44256
330-723-6975
fax 330-723-7129

Please contact me with any questions.

Sincerely,



Brendan Rose

621329

EXECUTIVE TITLE AGENCY CORP. 74-40,225

WARRANTY DEED - Without Dever Clause - No. 103A

The Ohio Legal Blank Co., Cleveland

Know all Men by these Presents That Med Pro Investment Co., ~~and Ohio~~ Limited
Partnership the Grantor
 who claim 3 title by or through instrument _____, recorded in Volume _____, Page _____ County
 Recorder's Office, for the consideration of Ten Dollars
 \$ 10.00 received to its full satisfaction of Medina County Commissioners
 _____ the Grantor
 whose TAX MAILING ADDRESS will be County Administration Building, 144 North
Broadway, Medina, Ohio 44256
 to give, grant, bargain, sell and convey unto the said Grantee its heirs and assigns, the following
 described premises, situated in the City of Medina
 County of Medina and State of Ohio:

PARCEL ONE:

Situated in the City of Medina, County of Medina and
 State of Ohio: And known as being the whole of Lot No.
 Three Hundred Seventy (370) of said City.
 028-19A-21-256

PARCEL TWO:

Situated in the City of Medina, County of Medina and
 State of Ohio: Being part of Lot 32, of said City, and
 bounded and described as follows: Commencing at the
 northwest corner of said lot in the south line of West
 Washington Street; thence south, along the west line of
 said lot, 118.0 feet to the southwest corner of said lot;
 thence east, in the south line of said lot and in the north
 line of lands now owned by Willard A. Stephenson, about
 67.0 feet to the southwest corner of lands now owned by Ida
 Cannon; thence north, along the west line of said Ida Cannon
 lands, to the southwest corner of lands in said lot now owned
 by Fannie W. Mercer; thence continuing north, along the west
 line of said Mercer lands, to the north line of said lot and
 south line of West Washington Street; thence west, along the
 north line of said lot and south line of said street, 67.0
 feet to the place of beginning, be the same more or less, but
 subject to all legal highways.
 028-19A-21-257

PARCEL THREE:

Situated in the City of Medina County of Medina and State
 of Ohio: and known as being parts of Lots Nos. 364, 367 and
 368 in said City bounded and described as follows:
 Beginning in the West line of Lot No. 368 at the intersection
 of the South line of a public alley with the East line of
 South Elmwood Street, said point being South 66.0 feet from
 the Northwest corner of Lot No. 368; thence South along the
 East line of South Elmwood Street 47.8 feet to the North line
 of land now owned by George H. and Gwendolyn C. Helmund;
 thence Easterly, along said Helmund's North line, 168.7 feet
 to the East line of Lot No. 367; thence continuing Easterly in
 the same line 26.0 feet to a point in Lot No. 364; thence
 Northerly parallel to the West line of Lot No. 364, 50 feet;
 thence Westerly, parallel to the South line of said parcel,
 26.0 feet to the West line of Lot No. 364 and the East line of
 said alley; thence Southerly 4.0 feet to the Southeast corner
 of said alley; thence Westerly, along the South line of said
 alley, 168.02 feet to the place of beginning, be the same more
 or less, but subject to all legal highways.
 028-19A-21-254

be the same more or less, but subject to all legal highways.

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code. 10-8-94	
1.50	FEE \$
	EXEMPT ☒
Michael E. Kovack	Medina Co. Auditor

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee its successors ~~and assigns forever~~. And we the said Grantor do for ourselves and our successors ~~and assigns~~ covenant with the said Grantee its successors ~~and assigns~~, that at and until the encasing of these presents, we are ~~well seized of the above described premises, as a good and~~ well seized of the above described premises, as a good and ~~Indefeasible estate in FEE SIMPLE and have good right to bargain and sell the same in manner and~~ form as above written, and that the same are free from all incumbrances whatsoever except restrictions of record and any conditions, reservations, or easements created in conjunction with such restrictions, zoning ordinances, if any, and taxes, assessments, both general and special, for current half of the taxable year, and thereafter and that we will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee its successors ~~and assigns~~, against all lawful claims and demand whatsoever except those noted above.

In Witness Whereof, we have hereunto set our hand, the _____ day of _____, in the year of our Lord one thousand nine hundred and nine ~~four~~ four

Signed and acknowledged in the presence of

MED PRO INVESTMENT CO., LIMITED PARTNERSHIP

Steven D. Soclof

By: Ivan A. Soclof
General Partner

Roberta Wassustrand

STATE OF OHIO

Before me, a Notary Public

Cuyahoga County,

In and for said County and State, personally appeared

the above named Med Pro Investment Co., ~~an Ohio~~ Limited Partnership, by Ivan A. Soclof, its General Partner

who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at Cleveland, Ohio this 30 day of October, A. D. 19 94

STEVEN D. SOCLOF
NOTARY PUBLIC, STATE OF OHIO
My Comm. Expires June 27, 1998

This instrument prepared by Seller.

WARRANTY DEED

FROM

MED PRO INVESTMENT CO.

TO

MEDINA COUNTY BOARD OF

COMMISSIONERS

RECEIVED FOR RECORD

19

at 11 o'clock A.

Recorded 19

In County Records

Volume Page

ENTERED FOR TRANSFER

19

This instrument prepared
by Seller

REQUEST FOR COUNCIL ACTION

From: John Coyne, President of Council

No. 25-182-9/22

Date: September 15, 2025

Committee: Finance

Subject: Resolution of Support – Medina County Park District Proposed Levy

Summary and background:

Medina County Park District would like Council to consider passing a Resolution of Support for their upcoming proposed levy. See attached.

Estimated Cost:

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account:

Emergency Clause Requested: Yes ____ No ____

Reason:

COUNCIL USE ONLY:

Committee Recommendation:

Ord./Res.:

Date:

OFFICIAL QUESTIONS AND ISSUES BALLOT
11/04/2025 GENERAL ELECTION
MEDINA COUNTY

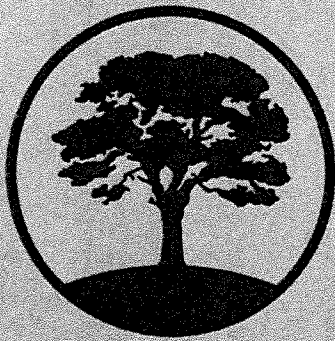
Proposed Tax Levy (Renewal and Increase)

Medina County Park District

A majority affirmative vote is necessary for passage.

A renewal of 1 mill and an increase of 0.25 mill for each \$1 of taxable value to constitute a tax for the benefit of Medina County Park District for the purpose of improving, operating, maintaining, developing, acquiring, and promoting lands for the conservation of natural resources and recreation by the Medina County Park District - including Alderfer-Chatfield Wildlife Sanctuary, Allardale Park, Black River Nature Preserve, Brunswick Lake, Buckeye Woods Park, Carolyn Ludwig Mugarage Park, Chippewa Lake Park, Granger Wetlands Wildlife Sanctuary, Green Leaf Park, Holmesbrook Park, Hubbard Valley Park, Killbuck Lakes, Lake Medina, Letha House Park, Litchfield Wetlands Nature Preserve, Medina Marsh, Plum Creek Park, Princess Ledges Nature Preserve, Rivendell Nature Preserve, River Styx Park, Schleman Nature Preserve, Sharon Nature Preserve, and Zachary A. Weber Riverside Park; multipurpose trails including the Chippewa Inlet Trail, Chippewa Rail Trail, Lake Medina Greenway, Lester Rail Trail, Montville Trail, Plum Creek Greenway, and Wolf Creek Greenway; facilities including Buffalo Creek Retreat, Hidden Hollow Camp, Krabill Lodge, Letha House Lodge, Oenslager Nature Center, Plum Creek Lodge, Susan Hambley Nature Center, and The Lodge at Allardale; and any additional parks, recreational or operational facilities, natural and scenic lands and other properties - that the county auditor estimates will collect \$6,723,000 annually, at a rate not exceeding 1.25 mills for each \$1 of taxable value, which amounts to \$31 for each \$100,000 of the county auditor's appraised value, for 10 years, commencing in 2026, first due in calendar year 2027.

- ☐ **For the Tax Levy**
- ☐ **Against the Tax Levy**



**Medina County
Park District**

2027 to 2036 Strategic Plan

**We are preserving what
people love about
Medina County.**





Medina County Park District

Celebrating 60 Years

The Honorable Kevin W. Dunn, Probate Judge

Kathleen E. Davis, Commissioner
Dennis B. Neate, Commissioner
Jason C. Venner, Commissioner

Nathan D. Eppink, Director
Kenneth P. Stray, Deputy Director

Park District Headquarters
6364 Deerview Lane
Medina, OH 44256

Office hours: 8 a.m. to 4:30 p.m.
Monday through Friday (except holidays)
medinacountyparks.com
parks@medinacountyparks.com
(330) 722-9364 or toll free (844) 722-9364



Zachary A. Weber Riverside Park



Plum Creek Greenway

Locations

Alderfer-Chatfield Wildlife Sanctuary
Allardale Park
Black River Nature Preserve
Brunswick Lake
Buckeye Woods Park
Carolyn Ludwig Mugrage Park
Chippewa Lake Park
Granger Wetlands Wildlife Sanctuary
Green Leaf Park
Holmesbrook Park
Hubbard Valley Park
Killbuck Lakes
Lake Medina
Letha House Park
Litchfield Wetlands Nature Preserve
Liverpool Meadows Nature Preserve (Opening Late '25)
Medina Marsh
Plum Creek Park
Princess Ledges Nature Preserve
Rivendell Nature Preserve (Opening September '25)
River Styx Park
Schleman Nature Preserve
Sharon Nature Preserve
Zachary A. Weber Riverside Park

Multipurpose Hike-Bike Trails

Chippewa Inlet Trail
Chippewa Rail Trail
Lake Medina Greenway (Opening '26)
Lester Rail Trail
Montville Trail
Plum Creek Greenway
Wolf Creek Greenway (Opening '26)

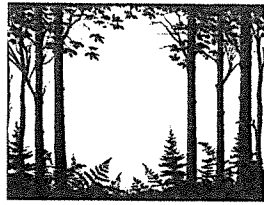
Enclosed Facilities

Buffalo Creek Retreat
Hidden Hollow Camp
Krabill Lodge
Letha House Lodge
Oenslager Nature Center
Plum Creek Lodge
Susan Hambley Nature Center
The Lodge At Allardale

**Medina County Park District seeks to enhance the quality of all life through
education, conservation, and the protection of natural resources.**



**9,000+
ACRES**



23 PARKS

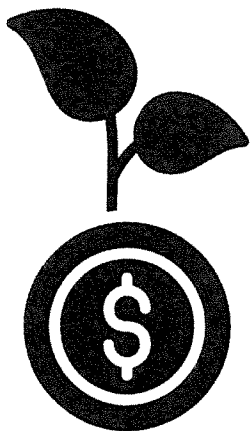


60+ TRAILS

Established April 19, 1965, Medina County Park District (MCPD) has grown to become a local and regional leader in conservation, education, and the protection of natural resources, managing more than 9,000 acres including 23 parks and more than 60 trails. Employees ensure quality outdoor experiences, protect public investments, plant the forests and prairies of tomorrow, and develop the next generation of stewards.

In a statistically significant 2025 poll of Medina County residents*, 95% of respondents agreed that parks, trails, and outdoor activities are important; 93% said MCPD improves the quality of life in our community; and 92% agreed that it's an important time to preserve land in Medina County.

There is no permanent funding for the park district.

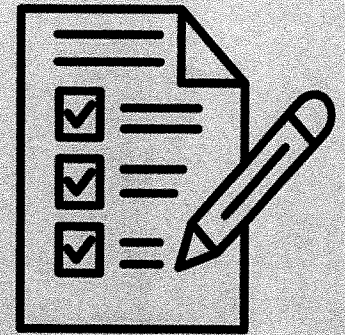


MCPD is a political subdivision of the state, established under Ohio Revised Code Section 1545. Most operational and capital expenses are funded by a small property tax that is assessed in 16 of the county's 17 townships. (Hinckley property owners pay into Cleveland Metroparks.)

The MCPD levy approved by 60% of voters in November 2015 will only fund the district for a 10-year period (2017-2026). However, MCPD will appear on the ballot in the November 2025 General Election.

This document illustrates the progress made since 2017 and what MCPD intends to achieve in the decade to follow.

2025 Survey Results



95%

**of respondents agreed that
parks, trails, and outdoor
activities are important**

93%

**of respondents said MCPD
improves the quality of life
in our community**

92%

**of respondents agreed that
it's an important time to
preserve land in Medina
County.**

**The survey was underwritten by
our nonprofit partner.*



FRIENDS
of Medina County Parks

Achievements Since 2017

- Acquired more than 1,800 acres including our largest-ever gift of land —203 acres in Westfield Center and Westfield Township—to establish Rivendell Nature Preserve
- Entered into a 25-year lease agreement with the city of Brunswick to manage Brunswick Lake as a county park
- Entered into a 50-year lease agreement with the city of Wadsworth to manage Holmesbrook Park as a county park
- On the eastern shore of Ohio's largest inland glacial lake, purchased the former Chippewa Lake Amusement Park in 2020 after more than 40 years of abandonment

The historic property was naturalized in 2024. The first phase of public access will open in late 2025.

- Opened several new parks and preserves throughout the county and, in cooperation with the city of Brunswick, completed three phases of the multipurpose Plum Creek Greenway trail that connects Plum Creek Park with Brunswick Lake
- Completed master plans for Chippewa Lake and Killbuck Lakes
- Renewed leases with valued partners including Cuyahoga Astronomical Association (Letha House Park), Bath Pony Club (Allardale Park), and Northeastern Ohio Live Steamers (Lester Rail Trail)



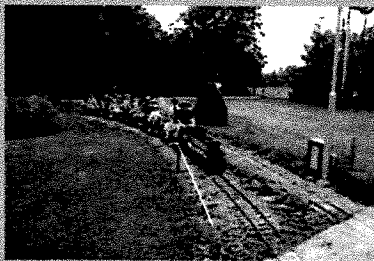
Rivendell Nature Preserve



Chippewa Lake Park



Brunswick Lake Park



Northeastern Ohio Live Steamers



Killbuck Lakes

- With partners, secured more than \$14 million in grants for land acquisition, restoration, and construction

H2Ohio grants were used to design and build wetlands at Litchfield Wetlands Nature Preserve, improve water quality at three sites in the Chippewa Lake Watershed, and purchase and restore the future Harrisville Wetlands site in Harrisville Township. H2Ohio is a water-quality program established by Gov. Dewine and administered by the Ohio Department of Natural Resources.

Clean Ohio grants from the Ohio Public Works Commission were used to acquire land in Granger, Lafayette, Liverpool, Medina, and Sharon townships, the village of Lodi, and the village of Creston in Wayne County (adjacent to existing MCPD land in Westfield Township).

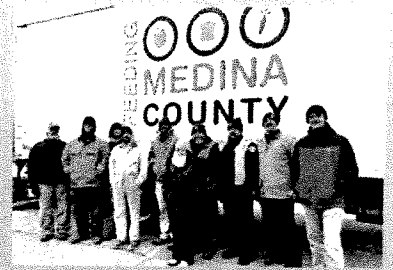
State grants from the Clean Ohio Trails Fund and the Recreational Trails Fund have supported the construction of several trail projects. The federal "American Rescue Plan Act" has benefited the construction of the Wolf Creek Greenway multipurpose trail in Sharon Township and improvements to Main Drive, which bisects the former Chippewa Lake Amusement Park.



Achievements Since 2017

(continued)

- Established new partnerships with the Chippewa Lake Historical Society, Chippewa Yacht Club, Feeding Medina County, Hope Recovery Community, Majestic Equine Connections, Medina County Beekeepers Association, and West Creek Conservancy
- With Friends of Medina County Parks, Inc. and Hope Recovery Community, established the largest known recovery farm in the United States on 16 acres in Medina Township, next to Medina Hospital
- With residents and stakeholders, drafted new watercraft and docking rules for safe use of Chippewa Lake
- Offered thousands of public programs and student field trips
- Rebranded our park rangers as park police who continue to serve as ambassadors and ensure safe, enjoyable visits
- District-wide, continued maintaining and improving our parks, preserves, sanctuaries, trails, picnic areas, and more
- Facilitated countless memory-making events!



Feeding Medina County



Park Rangers Rebranded



Chippewa Yacht Club



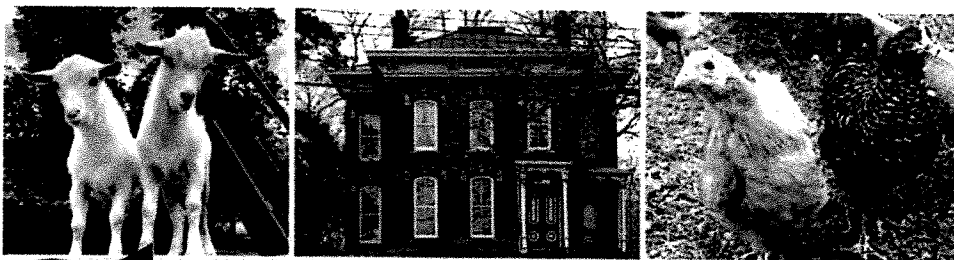
Farm-themed Playscape at Allardale Park



Public Programs



School Programs



Ohio Parks and Recreation Association 2023 Annual Awards of Excellence

The Recovery Farm at Brown-Trump Homestead Wins First-Place Award for Management Innovation



One of three finalists for the 2023 Governor's Award for Parks and Recreation



The Next 10 Years: 2027-2036

Maintain Current Amenities

Through 2037, MPCD will, first and foremost, maintain current amenities. Visitors appreciate our clean, safe parks and trails. This will be achieved in the future by decentralizing some of our maintenance staff to establish several zones throughout the county, adding seven new full-time positions, and hiring more seasonal laborers in the busy summer months.



Secure Grant Funding and Expand Philanthropic Efforts

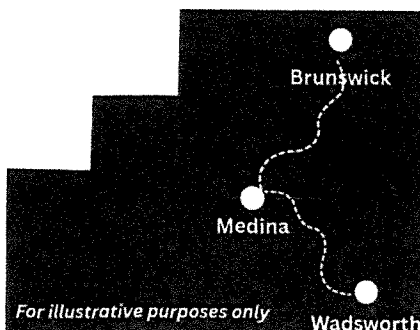
As the district grows, we will continue to leverage local tax dollars to secure grant funding and expand philanthropic efforts with private donors and the business community. Most grants are reimbursable and only cover portions of projects, making local dollars and other funds critical to the district's success.

Preserve Resource-rich Properties

The district's 9,000 acres represent a little more than 3% of Medina County. MPCD will continue to preserve resource-rich properties strategically with local dollars, grants, and support from partners. Additionally, the district will continue to restore natural areas and manage invasive vegetation.



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Connect Medina County's Three Largest Cities

Building on existing public assets, MPCD will begin to plan and design a multipurpose hike-bike trail that connects the county's three cities: Brunswick, Medina, and Wadsworth.

The Next 10 Years: 2027-2036

(continued)

New Areas to Open

The district will open the following new areas:

- Lodi Woods Nature Preserve, behind the Lodi Library on Wooster Street
- Harrisville Swamp Wildlife Sanctuary, on Franchester Road in Harrisville Township
- A new park in Liverpool Township
- A new park in Granger Township



Additional Phases of Current Sites

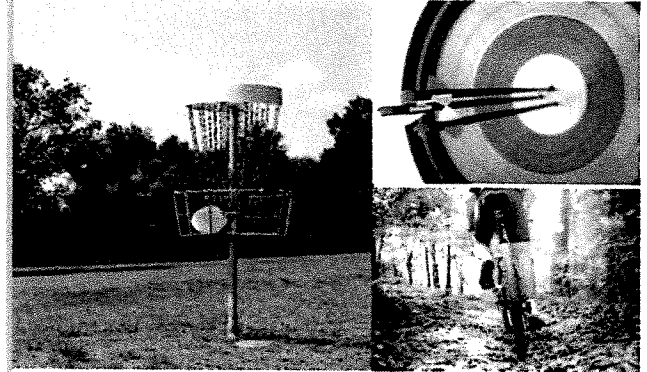
MCPD will open new phases of the following parks and preserves:

- Chippewa Lake Park in Lafayette and Westfield townships
- Killbuck Lakes in Westfield and Harrisville townships
- Rivendell Nature Preserve in Westfield Center and Westfield townships
- Shotwell Gardens at Lake Medina in Medina Township

Brand-new Activities

MCPD will add new activities not currently offered in the district, including:

- Archery
- Disc Golf
- Mountain Biking/Bike Park



Native Plant Nursery

The district will establish a native plant nursery to provide additional educational and volunteer opportunities, and to self-source plants for MCPD sign beds and natural areas.



Public Programs and Fields Trips

Student field trips and public programs will continue to be offered by MCPD naturalists.

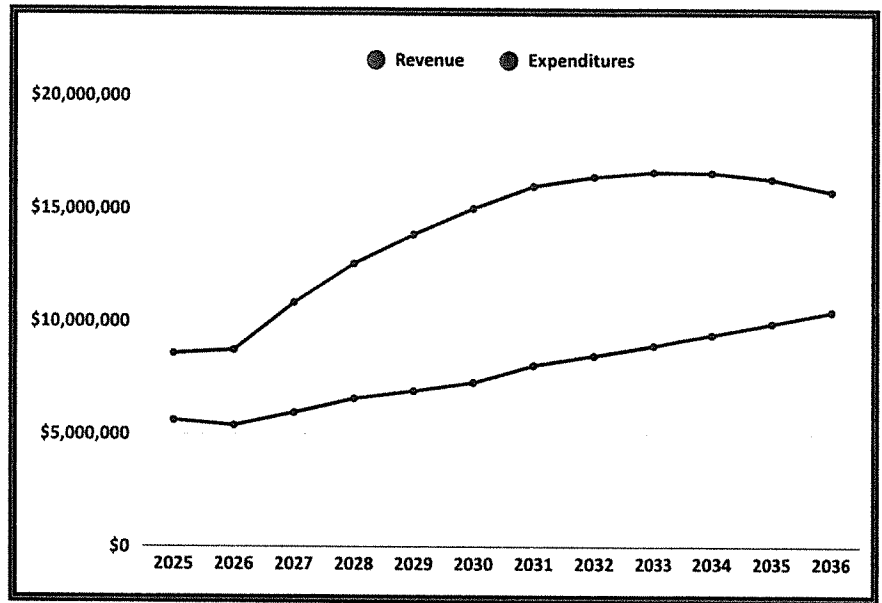


2025-2036 Budget Forecast

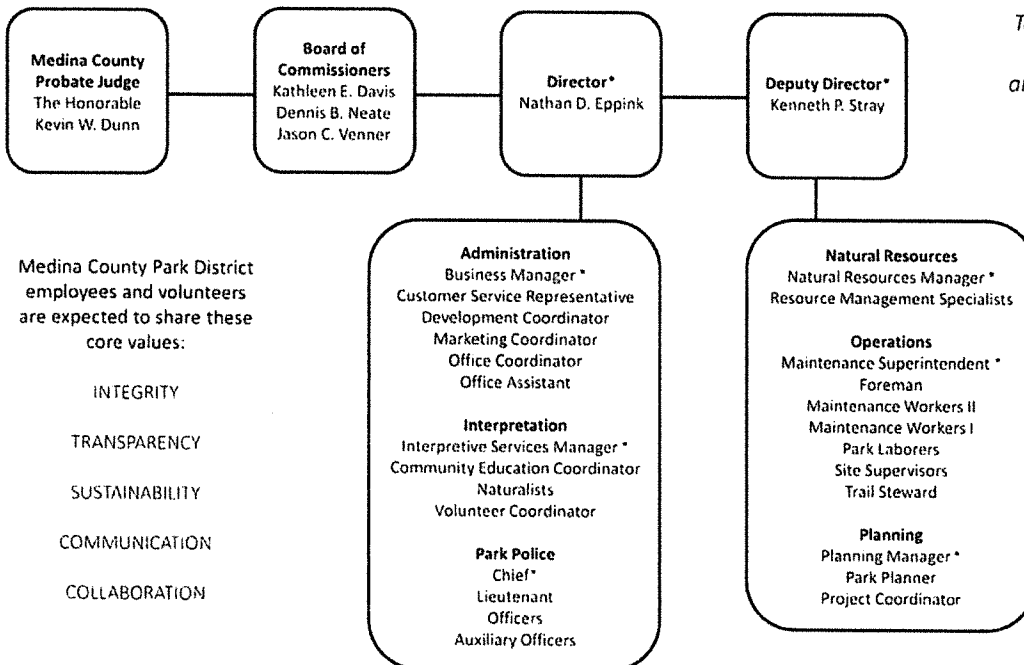
This forecast includes anticipated expenditures and projected revenues (including carryover) with a 10-year renewal-and-increase levy of 1.25 mills first collecting in 2027. Per the Medina County Auditor, this levy will collect \$31 annually for each \$100,000 of appraised property value starting in '27.

A positive carryover balance allows the park district to apply for large reimbursable grants for construction projects, leverage local dollars for land acquisition opportunities, and not just meet—but exceed—expectations.

A more detailed forecast is available by request.



2025 Organizational Chart



*To enhance the quality of
all life through education,
conservation, and the
protection of natural
resources.*

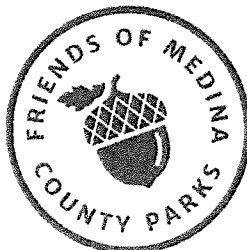


**Medina County
Park District**

*Leadership team

Leaving a Legacy

Everyone can make a meaningful contribution in support of the park district and its efforts to preserve land and build parks and trails for current and future generations.



To learn more about giving opportunities and becoming a member of the district's nonprofit partner, visit friendsofmedinacountyparks.org.

OK
9-16-25

REQUEST FOR COUNCIL ACTION

No. 25-183-9/22

FROM: Nino Piccoli, Service Director

DATE: September 11, 2025

SUBJECT: Electric Aggregation Program

Committee: Finance

SUMMARY AND BACKGROUND:

I hereby respectfully request Council's consideration and authorization to enter into an agreement with Great Lakes Energy Brokers for the purpose of contract negotiation and closing with energy suppliers wishing to bid on the Request for Proposals (RFP) that will be produced by Great Lakes Energy Brokers. The current City of Medina Electric Aggregation contract will expire May 2026.

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:

de Hamond
9-16-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-184-9/22
Finance

FROM: Nino Piccoli Service Director

DATE, September 15, 2025

SUBJECT: EXPENDITURE APPROVAL

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization for a Purchase Order for Lake County Sewer Co. in the amount of \$60,000.00. This expenditure will be used in the Street department for the repairs on the City Storm Sewer system.

Suggested Funding: \$60,000

- Sufficient funds in Account No.
- Transfer needed from Account No. 102-0620-53319 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:

OK
2-H arrived
11-16-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-185-9/22
Committee: Finance

FROM: Nino Piccoli, Service Director
DATE: September 15, 2025
SUBJECT: 2026 Material Bids

SUMMARY AND BACKGROUND:

I hereby respectfully request Council's consideration to advertise and bid for the furnishing of one (1) year's supply of materials for various departments to include the maintenance of the streets and water lines, street salt, City properties, the various chemical supplies for the treatment of drinking water, and water meters.

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:

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: September 16, 2025

SUBJECT: Bids: Job #1160 Blake Avenue Reconstruction

NO. RCA 25-186-9/22

COMMITTEE REFERRAL: Finance

This request is for permission to advertise, bid and award the Blake Avenue Reconstruction. This project will consist of removal and replacement of the existing pavement, water line, storm sewers, sanitary sewers and sidewalk.

The engineer's estimate for this project is \$801,000. The City previously secured approval for a \$485,150 grant from the Ohio Public Works Commission (OPWC) for this project. In addition, Medina County will be responsible for the cost to replace the sanitary sewer. The funding split for construction will be as follows:

- OPWC Grant: \$ 485,150.00
- MCSE Share: \$ 102,810.00
- City (108): \$ 213,040.00
 - TOTAL \$ 801,000.00

In addition to the approval to bid this project, we request Council approval for the following items:

1. The existing pavement width on Blake Avenue varies from 18 to 22 feet. We recommend that Council authorize Blake to be constructed with a 21-foot width. This is the design we used on recent project completed on Prospect Street and S. Harmony.
2. The project as designed includes widened pavement in some areas to accommodate public parking. The narrower width of the street would prohibit on-street parking. The cost to provide this parking lane is estimated at \$20,300.

Thank you for your consideration.

ESTIMATED COST: \$801,000

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number:	380 0674 54414 (OPWC Grant):	\$485,150
	108 0674 54414 (Medina County Share):	\$102,810.
	108 0674 54414 (City Share):	\$213,040

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:

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: September 16, 2025

SUBJECT: Memorandum of Understanding with Medina County for Job #1160 Blake Avenue Reconstruction

NO. RCA 25-187-9/22

COMMITTEE
REFERRAL: Finance

This request asks Council to enter into a Memorandum of Understanding (MOU) with Medina County for Job #1160 Blake Avenue Reconstruction. The MOU will allow the City to complete the work to replace the existing sanitary sewer on Blake and then invoice Medina County for 100% of the cost for the work.

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: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

MEMORANDUM OF UNDERSTANDING

SANITARY SEWER CONSTRUCTION on BLAKE AVENUE in the CITY OF MEDINA

Terms to be contained in a Memorandum of Understanding ("MOU") between the MEDINA COUNTY COMMISSIONERS (County), and the CITY OF MEDINA (CITY).

Section 1: Project Description

The CITY will be completing a reconstruction and replacement of Blake Avenue between Medina Street and Prospect Street in the City of Medina.

The Medina County Sanitary Engineers (MCSE), under an agreement with the City entered into in 2022, operates and maintains a City owned sanitary sewer that extends through the project limits of this project.

MCSE has requested that the CITY replace the existing sanitary sewer and appurtenances with a new sewer and appurtenances as part of the CITY's Blake Avenue Reconstruction project.

Construction is tentatively scheduled to begin in the spring of 2026.

Section II – Consent Statement

Being in the public interest, the COUNTY gives consent to the CITY to complete the replacement of the sanitary sewer in conjunction with the Blake Avenue Reconstruction improvement project.

Section III - Cooperation Statement

The CITY and the COUNTY shall cooperate as follows:

1. The CITY agrees to assume and bear one hundred percent (100%) of the engineering, inspection and project administration costs for this project.
2. The CITY shall submit the completed construction plans to the COUNTY for review and approval prior to commencing this project.
3. The CITY shall modify the plans as requested by the COUNTY with regards to the final sanitary sewer design.
4. The COUNTY agrees to assume and bear one hundred percent (100%) of the construction costs for the sanitary sewer line replacement.
5. The preliminary construction cost estimate for the COUNTY's share of this project is \$100,000.
6. The actual final total share shall be calculated by the CITY upon completion of the project.
7. The CITY shall use the contract unit prices and the final approved contract unit price

- quantities to calculate the final total share due by the COUNTY.
8. The COUNTY shall submit payment for the final total share due to the CITY within sixty (60) days after receiving the invoice from the CITY.

Section IV – Maintenance

The City shall require the contractor to post a two-year maintenance bond to become effective upon completion and acceptance of the project. The County shall, in accordance with the 2022 agreement between the County and the City, assume responsibility for the maintenance of the sanitary sewer and appurtenances installed as part of this project upon the expiration of the contractor's maintenance bond.

MEDINA COUNTY COMMISSIONERS

CITY OF MEDINA, OHIO

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

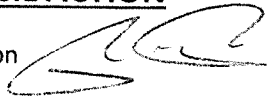
Title: _____

Date: _____

Date: _____

REQUEST FOR COUNCIL ACTION

NO. RCA 25-188-9/22

FROM: Patrick Patton 

DATE: October 7, 2024

COMMITTEE
REFERRAL: Finance

SUBJECT: Wheeling & Lake Erie Railroad Preliminary Engineering Agreement: Blake Avenue

The City's upcoming Blake Avenue Reconstruction project requires that a new storm sewer line to be run along Medina Street and tie into the existing storm system located within Wheeling and Lake Erie Railway's right of way.

In order to secure a permit from the railroad to allow us to make these improvements, the railroad will need to review and approve our plans. They are requiring the City to enter into a public limits crossing agreement with them to compensate them for their review time and for any engineering or design they may have to complete.

Thank you for your consideration.

ESTIMATED COST: \$3,300

SUGGESTED FUNDING:

Sufficient Funds in Account Number: 108-0610-54411

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

PUBLIC LIMITS CROSSING AGREEMENT

No. 084591

Between

CITY OF MEDINA

AND

WHEELING & LAKE ERIE RAILWAY COMPANY

Located in the
City of Medina
County of Medina
State of Ohio

Akron Subdivision
Mile Post 139.80
(Lat.: 41° 8' 14", Lon.: -81° 52' 23")



**PUBLIC LIMITS CROSSING AGREEMENT
No. 084591**

THIS PUBLIC LIMITS CROSSING AGREEMENT, made as of the 5th day of September, 2025, between the **CITY OF MEDINA** an Ohio municipality, having an address of 132 N Elmwood Ave., Medina, OH 44256, hereinafter called "UTILITY" and **WHEELING & LAKE ERIE RAILWAY COMPANY**, a Delaware corporation, having an address of 100 East First Street Brewster, OH 44613, hereinafter called "RAILWAY" or "W&LE" (the "Agreement")

I. PREMISES

RAILWAY (which when used herein shall include any successor or assignee of or operator over its RAILWAY) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of UTILITY, to be kept and performed, hereby permits UTILITY to construct, maintain, repair, alter, renew, and ultimately remove from over or under RAILWAY's track:

[A sewer pipe crossing under the track of RAILWAY at Mile Post 139.80 of the Akron Subdivision (Lat.: 41 8'14", Lon.: -81 52'23"), at S Medina Street, in the City of Medina, County of Medina, and State of Ohio, attached hereto and made a part hereof;]

and in accordance with the application packet attached and approved by the Vice President of Engineering of RAILWAY, or his duly authorized representative, incorporated herein by reference; all and any part thereof being hereafter referred to as the "FACILITIES" shall be under and subject to the following terms, covenants, and conditions as hereinafter recited..

II. TERMS AND CONDITIONS

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

1. RENT/CONSIDERATION.

UTILITY will pay the sum of \$600.00 to RAILWAY for the preparation of this agreement.

2. CONSTRUCTION.

2.1 The FACILITIES shall be located, constructed and maintained in accordance with the construction plans attached hereto and for the purpose as outlined above. No departure shall be made at any time therefrom except upon permission in writing granted by the Vice President of Engineering of RAILWAY, or his duly authorized representative; provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State of Ohio, has by lawful ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned, provided said ruling or general order does not interfere with or adversely impact the safe use or operation of the property of RAILWAY.

2.2 The work of constructing, maintaining, repairing, altering, renewing, or removing the FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Vice President of Engineering of RAILWAY, or his duly authorized representative, and will not interfere with the proper and safe use, operation and enjoyment of the property of RAILWAY. UTILITY, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, arrange with RAILWAY to furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of RAILWAY. In any event, UTILITY shall not enter RAILWAY's right-of-way without first notifying and obtaining permission to enter from RAILWAY.

2.3 In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons, permittees, or UTILITY during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of the FACILITIES of UTILITY, RAILWAY shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of UTILITY, which covenants and agrees to bear the full cost and expense thereof. The furnishing or failure to furnish inspectors, flagmen or watchmen by RAILWAY, however, shall not release UTILITY from any and all other liabilities assumed by UTILITY under the terms of this Agreement.

3. ADDITIONS.

If UTILITY desires or is required, as herein provided, to revise, renew, or alter in any manner whatsoever the FACILITIES, it shall submit plans to RAILWAY and obtain the written approval of the Vice President of Engineering of RAILWAY, or his duly authorized representative, before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto.

4. MAINTENANCE.

4.1 UTILITY shall at all times be obligated to promptly maintain and repair the FACILITIES; and shall, upon notice in writing from RAILWAY and requiring it so to do, promptly make such repairs thereto as may be required by RAILWAY. However, in no event shall UTILITY enter RAILWAY's right-of-way without first notifying and obtaining permission to enter from RAILWAY.

4.2 In the event of an emergency, UTILITY will take immediate steps to perform any necessary repairs, subject to first immediately notifying and obtaining permission to enter from RAILWAY.

5. GOVERNMENT COMPLIANCE.

UTILITY shall comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection with the FACILITIES, without any liability whatsoever on the part of RAILWAY.

6. INDEMNIFICATION.

6.1 IT IS UNDERSTOOD BETWEEN THE PARTIES HERETO THAT THE OPERATION OF RAILWAY AT OR NEAR SAID FACILITIES INVOLVE SOME RISK, AND UTILITY AS PART OF THE CONSIDERATION FOR THIS AGREEMENT HEREBY RELEASES AND WAIVES ANY RIGHT TO ASK FOR OR DEMAND DAMAGES FOR OR ON ACCOUNT OF LOSS OF OR INJURY TO THE FACILITIES (AND CONTENTS THEREOF) OF UTILITY THAT ARE OVER, UNDER, UPON OR IN THE PROPERTY, TRACK, OR FACILITIES OF RAILWAY INCLUDING THE LOSS OF OR INTERFERENCE WITH SERVICE OR USE THEREOF AND WITHOUT REGARD TO WHETHER ATTRIBUTABLE (IN WHOLE OR IN PART) TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE.

6.2 AND UTILITY ALSO COVENANTS AND AGREES TO CAUSE ITS CONTRACTOR(S) TO AT ALL TIMES INDEMNIFY, PROTECT AND SAVE HARMLESS RAILWAY FROM AND AGAINST ALL COST OR EXPENSE RESULTING FROM ANY AND ALL LOSSES, DAMAGES, DETRIMENTS, SUITS, CLAIMS, DEMANDS, COSTS AND CHARGES WHICH RAILWAY MAY DIRECTLY OR INDIRECTLY SUFFER, SUSTAIN OR BE SUBJECTED TO BY REASON OF ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILWAY WHETHER SUCH LOSSES AND DAMAGES BE SUFFERED OR SUSTAINED BY RAILWAY DIRECTLY OR BY ITS EMPLOYEES, PATRONS, OR LICENSEES, OR BE SUFFERED OR SUSTAINED BY OTHER PERSONS OR CORPORATIONS, INCLUDING UTILITY, ITS EMPLOYEES AND AGENTS WHO MAY SEEK TO HOLD RAILWAY

LIABLE THEREFOR, AND WHETHER ATTRIBUTABLE TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE, EXCEPT WHEN PROVED TO BE DUE DIRECTLY TO THE SOLE NEGLIGENCE OF RAILWAY.

6.3 IF A CLAIM OR ACTION IS MADE OR BROUGHT AGAINST EITHER PARTY AND FOR WHICH THE OTHER PARTY MAY BE RESPONSIBLE HEREUNDER IN WHOLE OR IN PART, SUCH OTHER PARTY SHALL BE NOTIFIED AND PERMITTED TO PARTICIPATE IN THE HANDLING OR DEFENSE OF SUCH MATTER.

6.4 To protect, in whole or in part, its primary obligations under the indemnification provisions of this Agreement, UTILITY shall obtain and carry at its own cost contractual insurance in such form as shall be approved by RAILWAY covering the liability assumed by UTILITY herein, in the following amounts: Bodily Injury \$5,000,000 for each person and \$5,000,000 for each incident; Property Damage \$5,000,000 for each incident. UTILITY shall furnish RAILWAY an appropriate certificate or certificates of insurance executed by an authorized representative of the insurer, evidencing the maintenance of the insurance coverage required herein and containing a provision to the effect that the insured will give RAILWAY at least ten (10) days' prior written notice of any cancellation or modification of any such insurance policy. The aforesaid insurance requirement shall not be deemed to limit or relieve the primary liability of UTILITY under the indemnification provisions hereof, but shall be deemed additional security therefor.

6.5 If UTILITY contracts for new construction or structural alterations to the premises, UTILITY shall provide or shall cause its contractor to provide, at no cost to RAILWAY, Protective Liability Insurance designating RAILWAY as a named insured, with a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence subject to a Ten Million Dollars (\$10,000,000.00) aggregate limit for all bodily injury and property damage occurrences during each annual policy period. If the construction or alterations involve an exposure to train operations on tracks of RAILWAY, the protective liability insurance shall be on the AAR-AASHTO Form of RAILWAY Protective Insurance. The original protective liability policy shall be submitted to and approved by RAILWAY's Director Real Estate at 100 East First Street, Brewster, Ohio 44613, prior to commencement of the construction or alterations. Said address shall be the name insured's address for the purpose of all notices from the insurer.

7. UTILITY'S COST.

All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, and removal of the FACILITIES shall be borne by UTILITY.

8. CROSSING OR GRADE RELOCATION.

UTILITY shall at its sole cost and expense, upon request in writing of RAILWAY, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property or facilities of RAILWAY, to another location, to permit and accommodate changes of grade or alignment and improvements in or additions to the facilities of RAILWAY upon land now or hereafter owned or used by RAILWAY to the extent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction.

9. REMOVAL.

Upon the removal or abandonment of the FACILITIES covered hereby, all the rights of UTILITY hereunder shall cease, and this instrument shall become null and void.

10. SUBSIDENCE.

In the event the FACILITIES consist of an underground occupation, UTILITY will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of RAILWAY arising from or as a result of the installation of the FACILITIES for the term of this Agreement and UTILITY agrees to pay to RAILWAY on demand the full cost and expense therefor.

11. ELECTRICAL INTERFERENCE.

In the event the FACILITIES consist of electrical power or communication wires and/or appurtenances, UTILITY shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of the FACILITIES; and if UTILITY should fail to do so, then RAILWAY may do so, and UTILITY agrees to pay to RAILWAY on demand the full cost and expense therefor.

12. TAX ASSESSMENTS.

As part of the consideration of this Agreement, UTILITY covenants and agrees that no assessments, taxes or charges of any kind shall be made against RAILWAY or its property by reason of construction of the FACILITIES of UTILITY, and UTILITY further covenants and agrees to pay to RAILWAY promptly the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against RAILWAY or its property by reason of the construction and maintenance of the FACILITIES of UTILITY.

13. EXCLUSIVE LICENSE.

The rights conferred hereby shall be the privilege of UTILITY only, and no assignment or transfer hereof shall be made without the consent and agreement in writing of RAILWAY being first had and obtained.

14. TERMINATION.

In the event of a breach of any of the covenants, terms and conditions hereof by UTILITY, RAILWAY shall have the right to terminate this Agreement.

15. EFFECTIVE DATE.

This Agreement shall take effect as of the day RAILWAY executes it, subject to the provisions of Paragraph 16.

16. APPROVAL.

This Agreement will not become valid until the method of installation and all related matters have been approved by the Vice President of Engineering of RAILWAY, or his duly designated representative.

17. SPECIFICATION.

In the design, construction, arrangement and maintenance of the FACILITIES, the Rules and Specifications of the Public Utilities Commission of Ohio covering the construction at crossings of underground line of public utilities, shall govern, if applicable; if not applicable, the decision of the Vice President of Engineering of RAILWAY, or his duly authorized representative, shall govern and control.

18. ENTRY NOTICE.

UTILITY agrees to contact the Vice President of Engineering of RAILWAY, or his duly authorized representative, in advance, and receive his approval before entering upon the right-of-way of RAILWAY for any reason. And at the discretion of the Vice President of Engineering of RAILWAY, or his duly authorized representative, UTILITY must schedule flag protection before entering upon the right-of-way of RAILWAY, which is provided by RAILWAY at the expense of UTILITY.

19. FIBER CABLE and SIGNAL CABLES LOCATION.

It is the responsibility of UTILITY to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under the right-of-way of RAILWAY. Any damage to or disruption of any fiber optic cable will be the sole responsibility of UTILITY which will indemnify and hold harmless RAILWAY for any expense resulting there from. Before any construction may commence, Ohio Utilities Protection Services (OUPS) must be contacted, where applicable, at the following number: **1-800-362-2764**. Calling such number or numbers shall not release or otherwise diminish the remaining obligations of UTILITY hereunder. **UTILITY shall contact the Signals and Communications Supervisor of RAILWAY, or his duly authorized representative, to have all signal cables marked and located. RAILWAY is NOT registered with any underground utility notification service and must be contacted directly to ensure all RAILWAY facilities are accounted for, i.e. signal cables, electric services, culverts, conduits, data lines, communication cables, fiber, water lines, gas lines, sewage, storm drains, bridge footers, and pilings, etc. All expenses incurred by RAILWAY for such services will be invoiced to, and paid by, UTILITY.**

20. GENERAL PROVISIONS.

20.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any part of this Agreement.

20.2 This Agreement shall be governed by the laws of the State of Ohio.

20.3 As used in this Agreement, the words, "RAILWAY" and "UTILITY" shall include the respective subsidiaries, directors, officers, agents, and employees of RAILWAY and UTILITY.

20.4 This Agreement is for the exclusive benefit of the parties and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against RAILWAY and UTILITY.

20.5 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

20.6 This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understanding, agreements or representations.

20.7 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

20.8 All words, terms, and phrases used in this Agreement shall be construed in accordance with their generally applicable meaning in the railroad industry.

20.9 Except as otherwise provided in this Agreement, all notices to be sent from one party to the other shall be in writing and mailed by United States certified mail, postage prepaid. Notices directed to RAILWAY shall be addressed to Wheeling & Lake Erie Railway Company, 100 East First Street, Brewster, OH 44613. Notices directed to UTILITY shall be sent to the address first listed above for UTILITY.

III. EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, in duplicate, as of the day and year first above written.

CITY OF MEDINA

WHEELING & LAKE ERIE RAILWAY
COMPANY

Print Name

JONATHAN CHASTEK

Print Name

Signature

Signature

Title

PRESIDENT

Title

Date

Date

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2025, by _____, as _____ of the **City of Medina**, an Ohio
municipality.

(SEAL)

Notary Public

My Commission Expires: _____
Commission No.: _____

STATE OF OHIO §
COUNTY OF STARK §

This instrument was acknowledged before me on the _____ day of _____,
2025, by Jonathan Chastek, as President of **Wheeling & Lake Erie Railway Company**, a Delaware
corporation.

(SEAL)

Notary Public

My Commission Expires: _____
Commission No.: _____

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: September 16, 2025

SUBJECT: Amend Ordinance No. 97-25 Bids: Job #1151 US 42 Resurfacing and Pedestrian Safety Improvements

NO. RCA 25-189-9/22

COMMITTEE
REFERRAL: Finance

This request is for permission to amend Ordinance No. 97-25 which authorized advertising, bidding and awarding the US 42 Resurfacing and Pedestrian Safety Improvements. We bid this project on July 9, 2025; unfortunately, no bids were received.

Upon discussion and review with our consultant and the Ohio Department of Transportation, it was determined that the estimated amount of the project should be increased to reflect more accurate costs for mobilization, maintenance of traffic as well as increased costs due to inflation.

The revised total cost for this project \$2,143,600 which is \$217,600 more than the previous estimate. The City has received two grants for this project, one from NOACA and a second from ODOT. With these grants, the funding for this project will be provided as follows:

- NOACA TIP Award: \$ 902,136 (42.1%)
- ODOT Safety Funds: \$ 500,000 (23.3%)
- City 108 Funds: \$ 741,464 (34.6%)
 - TOTAL: \$2,143,600 (100.0%)

Thank you for your consideration.

ESTIMATED COST: \$2,143,600

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number:	109 0673 54414 (NOACA TIP Share):	\$902,136
	386 0673 54414 (ODOT Safety Funds):	\$500,000
	108 0673 54414 (City Share):	\$741,464

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:

ORDINANCE NO. 97-25

**AN ORDINANCE AMENDING ORDINANCE NO. 81-25,
PASSED APRIL 28, 2025, PERTAINING TO JOB #1151 US 42
RESURFACING PROJECT.**

WHEREAS: Ordinance No. 97-25, passed April 28, 2025, authorized bidding for Job #1151, US 42 Resurfacing and Pedestrian Safety Improvement Project; and

WHEREAS: Ordinance No. 95-21, passed June 14, 2021 failed to failed to state the estimated amount of the contract.

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

SEC. 1: That Ordinance No. 81-25, passed April 28, 2025, is hereby amended to include the following:

\$2,143,600

That the funding for the project, in the estimated amount of ~~\$1,926,000.00~~ is available as follows: \$902,136.00 in Account No. 109-0673-54414, \$500,000.00 in Account No. 386-0673-54414, and ~~\$523,864.00~~ in Account No. 108-0673-54414.

\$741,464

SEC. 2: 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. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: May 12, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: May 13, 2025

SIGNED: Dennis Hanwell
Mayor

REQUEST FOR COUNCIL ACTION

OK
St. Hannell
9-16-25

NO. RCA 25-190-9/22

FROM: Patrick Patton

DATE: September 16, 2025

COMMITTEE
REFERRAL:

Finance

SUBJECT: Sanitary Sewer Easement 549 S. Court Street

this request asks for Council's to accept of three (3) sanitary sewer easement granted to the City by the property owner. The easement information is as follows:

Address	Parcel
229 S. Court Street	029-19A-21-234 and 029-19A-21-235
239 S. Court Street	029-19A-21-333
549 S. Court Street	028-19C-05-334

Per the City's sanitary sewer operating agreement with Medina County, costs for these easements are Medina County's responsibility; there is no cost to the City.

Thank you for your consideration.

ESTIMATED COST: \$0

SUGGESTED FUNDING: n/a

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:



DocId:8569938

TX:8416430

2025OR014624

LINDA HOFFMANN
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
06/22/2025 11:33 AM

REC FEE: 0.00
PAGES: 5
DOC TYPE: EASE

MEDINA COUNTY RECORDER

LINDA HOFFMANN

(DO NOT REMOVE THIS COVER SHEET.
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

NO TRANSFER NECESSARY
8-22-2005 ck DATE
ANTHONY P. CAPRETTA
MEDINA COUNTY AUDITOR

GRANT OF EASEMENT

KNOWN TO ALL MEN BY THESE PRESENTS, that King Real Estate LLC, an Ohio limited liability company, the Grantor(s), for and in consideration of Five Thousand Eight Hundred Dollars (\$5,800.00) and other valuable considerations received to my/our full satisfaction from the CITY OF MEDINA, OHIO, the Grantee, does hereby give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns to have and to hold forever an easement upon real property with the right to enter upon said real property easement to construct, maintain, operate, repair and remove a sanitary sewer main and appurtenances in, through and under the real property described as follows:

Said easement is granted upon parcel number 028-19A-21-234 & 028-19A-21-235

****SEE EXHIBIT A ATTACHED****

Prior Instrument Reference: Instrument No. 1999OR043031, Medina County Recorder's Office.

No structure, buildings, ponds or other utilities of any kind shall be constructed or placed on or in said easement without the written consent of the CITY OF MEDINA, OHIO.

As a part of the consideration for the granting of said easement(s) to the Grantee, the Grantee for its successors and assigns agrees that it will use its best efforts to have the construction of the proposed sanitary sewer main undertaken by a competent sanitary sewer main contractor who shall complete said construction as expeditiously as possible and who shall restore the site of the work as nearly as possible to its original condition and shall maintain it in such condition for a period of one (1) year after completion of said construction. Additionally, the Grantor, its successors and assigns can run private utilities (gas/electric/water) at a future time, below the surface of their property, that will cross the City's sanitary line for future development of the property. The Grantor, its successors and assigns must be a minimum of 5' horizontally and a minimum of 18" vertically from said sanitary sewer line and go through all property permitting and approval processes as required by Medina County.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor(s) for themselves and their heirs, executors and administrators, hereby covenant with said Grantee, its successors and assigns that they are the true and lawful owner(s) of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in the manner aforesaid.

IN WITNESS WHEREOF King Real Estate LLC, an Ohio limited liability company has caused its name to be subscribed by Peter R. King, its duly authorized General Partner, and its duly authorized agent on the 21st day of MAY, 2025.

KING REAL ESTATE LLC, AN OHIO LIMITED
LIABILITY COMPANY

Sign: *Peter R. King*

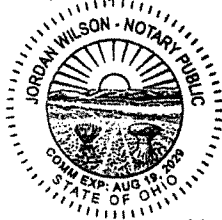
Print: Peter R. King

Title: General Partner

STATE OF OHIO, COUNTY OF Medina SS:

BE IT REMEMBERED, that on the 21st day of May, 2025, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Peter R. King, who acknowledged being the General Partner and duly authorized agent of King Real Estate LLC, an Ohio limited liability company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Peter R. King with regard to the notarial act.

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



Jordan Wilson
NOTARY PUBLIC
My Commission expires: 19 August 2029

This document was prepared by: MCSE, 791 W. Smith Rd., Medina, OH 44256



Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

EXHIBIT A

Legal Description for 20-Foot Wide Sanitary Easement
Project No. 24-125
July 9, 2024

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 364, also being a part of Parcel 3 and Parcel 4 of lands conveyed to King Real Estate LLC by deed dated December 30, 1999 as recorded in Document Number 1999OR043031 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northeast corner of MCL 9423 as shown by plat recorded in Document Number 2024PL000016 of the Medina County Recorder's Records, also being a point on the Western Right-of-Way of South Court Street, having a 66-foot Right-of-Way;

Thence along the Northern line of said MCL 9423, bearing North 89°56'06" West, a distance of 147.65 feet to a point thereon, also being the Southeast corner of MCL 364;

Thence along the Eastern line of MCL 364, bearing North 0°16'33" West, a distance of 35.00 feet to a point thereon, also being the Southeast corner of Parcel 3 of aforesaid lands of King Real Estate LLC;

Thence along the Southern line of Parcel 3 of said lands of King Real Estate LLC bearing South 89°05'18" West, a distance of 8.17 feet to a point thereon and the **TRUE PLACE OF BEGINNING** of the Easement Area herein described;

Thence continuing along the Southern line of Parcel 3 of said lands of King Real Estate LLC, bearing South 89°05'18" West, a distance of 20.00 feet to a point thereon;

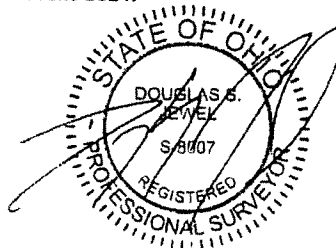
Thence, bearing North 0°03'54" East, a distance of 50.16 feet to a point;

Thence at a right angle, bearing South 89°56'06" East, a distance of 20.00 feet to a point;

Thence at a right angle, bearing South 0°03'54" West, a distance of 49.82 feet to a point on the Southern line of said Parcel 3 of said lands of King Real Estate LLC and the **TRUE PLACE OF BEGINNING** containing 0.0230 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in June 2024.





DocId:85589937

TX:8416430

2025ORD14623

LINDA HOFFMANN
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
09/22/2025 11:33 AM

REC FEE: 0.00
PAGES: 6
DOC TYPE: EASE

MEDINA COUNTY RECORDER

LINDA HOFFMANN

(DO NOT REMOVE THIS COVER SHEET.
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

NO TRANSFER NECESSARY
8/22/2004 DATE
ANTHONY P. CAPRETTA
MEDINA COUNTY AUDITOR

GRANT OF EASEMENT

KNOWN TO ALL MEN BY THESE PRESENTS, that Leslie Traves and Lance S. Traves, wife and husband, the Grantor(s), for and in consideration of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) and other valuable considerations received to my/our full satisfaction from the CITY OF MEDINA, OHIO, the Grantee, do hereby give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns to have and to hold forever an easement upon real property with the right to enter upon said real property easement to construct, maintain, operate, repair and remove a sanitary sewer main and appurtenances in, through and under the real property described as follows:

Said easement is granted upon parcel number 028-19A-21-333

****SEE EXHIBIT A ATTACHED****

Prior Instrument Reference: Instrument No. 2004OR015243, Medina County Recorder's Office.

No structure, buildings, ponds or other utilities of any kind shall be constructed or placed on or in said easement without the written consent of the CITY OF MEDINA, OHIO.

As a part of the consideration for the granting of said easement(s) to the Grantee, the Grantee for its successors and assigns agrees that it will use its best efforts to have the construction of the proposed sanitary sewer main undertaken by a competent sanitary sewer main contractor who shall complete said construction as expeditiously as possible and who shall restore the site of the

work as nearly as possible to its original condition and shall maintain it in such condition for a period of one (1) year after completion of said construction. The connection of the existing sanitary sewer from the building at 239 South Court Street to the proposed sanitary sewer main located in said easement shall be at no cost to the Grantors. The Grantee further agrees to restore the easement site to a similar condition after any future actions to construct, maintain, operate, repair or remove the sanitary sewer main and appurtenances in the easement area.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor(s) for themselves and their heirs, executors and administrators, hereby covenant with said Grantee, its successors and assigns that they are the true and lawful owner(s) of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in the manner aforesaid.

THIS SPACE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Leslie Traves and Lance S. Traves have hereunto set their hands
on the 19 day of February, 2025

Leslie Traves
Leslie Traves

Lance S. Traves
Lance S. Traves

STATE OF OHIO, COUNTY OF Medina. SS:

BE IT REMEMBERED, that on the 19th day of February, 2025, before me
the subscriber, a Notary Public in and for said state and county, personally came the above
named Leslie Traves and Lance S. Traves who acknowledged the foregoing instrument to be
their voluntary acts and deeds. No oath or affirmation was administered to Leslie Traves and
Lance S. Traves with regard to the notarial act.

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



MARIELENA WALLACE
Notary Public, State of Ohio
My Comm. Expires May 02, 2026

Marielena Wallace

NOTARY PUBLIC

My Commission expires: May 02, 2026

This document was prepared by: MCSE
791 W. Smith Rd., Medina, OH 44256



Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

EXHIBIT A

Legal Description for 20-Foot Wide Sanitary Easement
Project No. 24-125
June 28, 2024

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 364, also being a part of Parcel 2 of lands conveyed to Leslie and Lance S. Traves by deed dated April 14, 2004 as recorded in Document Number 2004OR015243 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northeast corner of MCL 9423 as shown by plat recorded in Document Number 2024PL000016 of the Medina County Recorder's Records, also being a point on the Western Right-of-Way of South Court Street, having a 66-foot Right-of-Way;

Thence along the Northern line of said MCL 9423, bearing North 89°56'06" West, a distance of 147.65 feet to an angle point thereon, also being the Southeast corner of MCL 364;

Thence along the Eastern line of MCL 364, bearing North 0°16'33" West, a distance of 19.91 feet to a point thereon and the Southeast corner of Parcel 2 of aforesaid lands of Traves;

Thence along the Southern line of Parcel 2 of said lands of Traves, bearing South 89°05'15" West, a distance of 8.26 feet to a point thereon and the **TRUE PLACE OF BEGINNING** of the Easement Area herein described;

Thence continuing along the Southern line of Parcel 2 of said lands of Traves, bearing South 89°05'15" West, a distance of 20.00 feet to a point thereon;

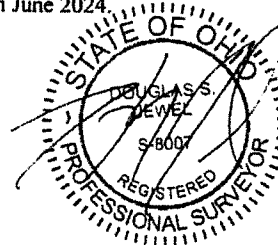
Thence, bearing North 0°03'54" East, a distance of 15.09 feet to the Northern line of Parcel 2 of said lands of Traves;

Thence along the Northern line of Parcel 2 of said lands of Traves, bearing North 89°05'15" East, a distance of 20.00 feet to a point thereon;

Thence, bearing South 0°03'54" West, a distance of 15.09 feet to a point on the Southern line of said Parcel 2 of said lands of King Real Estate, LLC and the **TRUE PLACE OF BEGINNING** containing 0.0069 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in June 2024.



Sanitary Sewer Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE and 00/100) Dollar (\$1.00) and other good and valuable consideration recited herein given to WILLIAM R. BERTEMES and CANDICE A. BERTEMES hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a sanitary sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a SANITARY SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Said easement is granted upon parcel number: 028-19C-05-334

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lots (MCL) 1103 and 1104 as shown by plat recorded in Document Number 2022OR014105 of the Medina County Recorder's Records, further bounded and described in Exhibits A and B:

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement. The Grantee covenants and agrees that it will not use said easement for public right-of-way purposes.

As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee shall observe, maintain, repair, or replace the existing sanitary sewer and appurtenances if any maintenance issues arise. Grantee will be responsible for all excavation, backfill and restoration associated with any such maintenance activities.
2. Grantee will for its successors and assigns agrees that it will use its best efforts to have any future maintenance of the existing sanitary sewer main and appurtenances undertaken by a competent sanitary sewer main contractor who shall complete said construction as expeditiously as possible.
3. Grantee shall replace any existing surface treatment, pavement, patio pavers, lawn, landscaping, shrubbery, or other improvements which may be damaged as a result of future maintenance, repair, or replacement of the sanitary sewer and appurtenances by the Grantee.
4. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

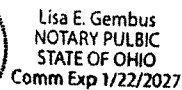
1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way without written consent from the City of Medina; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina and the Board of County Commissioners of Medina County, Ohio and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 549 S. Court Street; Permanent Parcel No. 028-19C-05-334, part of Medina City Lots 1103 and 1104 with the necessary equipment to observe, maintain, repair and or replace the proposed sanitary sewer and appurtenances. The Grantee will complete all

excavation, backfilling, and restoration necessary to observe, maintain, repair or replace the sanitary sewer and appurtenances.

3. Release the City of Medina and the Board of County Commissioners of Medina County, Ohio, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason for the observaton, maintenance, repair or replacement of the sanitary sewer main and appurtenances at the property designated as 549 S. Court Street.; Permanent Parcel No. 028-19C-05-334, part of Medina City Lots 1103 and 1104.
4. Grantor will secure and protect all permanent structures associated with the sanitary sewer in the easement area.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.



IN WITNESS WHEREOF, the undersigned has executed this instrument this 25 day of August, 2025.

Grantor:

Candice A. Bertemes

Signature: Candice A. Bertemes

Print Name: Candice A. Bertemes

State of Ohio)

) SS:

County of Medina)

The foregoing instrument was acknowledged before me this 25 day of August, 2025

The Grantor, CANDICE A. BERTEMES, who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed.

I have signed and sealed this Power of Attorney at Medina, Ohio this 25 day of August, 2025

Notary Signature: Lisa E. Gembus

Print Name: LISA E. GEMBUS

My Commission Expires: 1/22/2027

Notary Seal:



Lisa E. Gembus
NOTARY PUBLIC
STATE OF OHIO
Comm Exp 1/22/2027

This instrument was prepared by:

Gregory Huber, Law Director, City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH 44256

Boundary Description for
Sanitary Easement
Easement Description
0.0354 Acres

Situated in the City of Medina, County of Medina and State of Ohio and known as being part of Lot 1103 and part of the north part of Lot 1104 and is further known as being part of a parcel of land conveyed to William R. & Candice A. Bertemes by deed dated June 29, 2022, and recorded in Instr. No. 2022OR014105 of the Medina County Recorder's Records and is bounded and described as follows:

Beginning at the intersection of South Court Street, 66 foot width; and South Drive, 20 foot width; thence continuing southeasterly along the centerline of said South Court Street, South 00° 28' 45" East, 262.86 feet to a point;

Thence along the northerly line of said William R. & Candice A. Bertemes parcel and the prolongation of said northerly line, North 89° 54' 44" West, 133.79 feet, having passed over the westerly right-of-way line of said South Court Street at 33.00 feet, to a point and is the PRINCIPAL PLACE OF BEGINNING of the premises herein to be described;

1. Thence through said William R. & Candice A. Bertemes parcel, South 03° 53' 45" West, 77.17 feet to a point on the southerly line of said parcel;
2. Thence along the southerly line of said William R. & Candice A. Bertemes parcel, North 89° 54' 46" West, 20.04 feet to a point;
3. Thence through said William R. & Candice A. Bertemes parcel, North 03° 53' 45" East, 77.17 feet to a point on the northerly line of said parcel;
4. Thence South 89° 54' 44" East, with a northerly line of said William R. & Candice A. Bertemes parcel, 20.04 feet to the Principal Place of Beginning, containing 1,543 square feet or 0.0354 acres of land, more or less, according to a survey by Daniel P. Engle, P.S. No. S-8452, for Davey Resource Group in July, 2025. Subject to all highways, easements and covenants of legal record.

Bearings based on Ohio State Plane Coordinate System, North Zone, NAD 1983, ground.



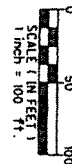
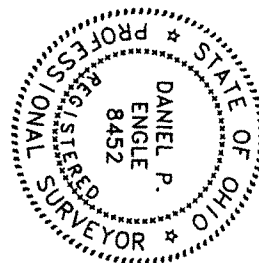
Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
1310 Sharon Copley Rd
PO Box 37
Sharon Center, OH 44274
330-590-8004

SANITARY EASEMENT

SKETCH OF

Situated in the City of Medina, County of Medina and State of Ohio and known as being part of Lot 1103 and part of the north part of Lot 1104 and is further known as being part of a parcel of land conveyed to William R. & Candice A. Bertemes by deed dated June 29, 2022, and recorded in Instr. No. 20220R014105 of the Medina County Recorder's Records.



EASEMENT LINE TABLE			
SEGMENT	LENGTH	DIRECTION	
E1	77.17'	S 03°53'45" W	
E2	20.04'	N 89°54'46" W	
E3	77.17'	N 03°53'45" E	
E4	20.04'	S 89°54'44" E	

