

**ORDINANCE NO. 190-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE CITY RAILROAD DRAINAGE AND CROSSING IMPROVEMENTS PROJECT.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1097, the City Railroad Drainage and Crossing Improvements project in accordance with plans and specifications on file in the office of the Mayor.

**SEC. 2:** That the estimated cost of the project, in the estimated amount of \$411,000.00, is available as follows: \$249,600.00 in Account No. 109-0630-54411, \$106,950.00 in Account No. 108-0610-54411, and \$54,450.00 in Account No. 145-0630-54411.

**SEC. 3:** 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. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** October 11, 2022

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** October 12, 2022

**SIGNED:** Dennis Hanwell  
Mayor

Storm Sewer and Drainage Easement

ORD. 191-22  
Exh. A

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of FOUR THOUSAND SEVEN HUNDRED and 00/100 Dollars (\$4,700.00) and other good and valuable consideration recited herein given to THOMAS D. TROCCHIO and ROZANNE M. TROCCHIO 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 drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a PERPETUAL WATERCOURSE WITH A STORM 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:

Situated in the City of Medina, Medina County, Ohio and known as being part of Lot 1645 in Crestwood Land Company's Crestwood Development No. 1, also known as Sublot 15, as shown on the plat of said development recorded in Volume 6, Page 93 on the 29<sup>th</sup> day of August, 1955 by the Medina County Recorder, further bounded and described as follows:

Commencing at a point at the Grantor's southeasterly property corner and the southwesterly right of way line of Gates Mills Blvd. and the True Point of Beginning of the parcel herein described;

1. Thence South 51 degrees 31 minutes 12 seconds West a distance of 25.00 feet to a point on the Grantor's southeasterly property line;
2. Thence North 38 degrees 28 minutes 48 seconds West a distance of 23.00 feet to a point;
3. Thence North 51 degrees 31 minutes 12 seconds East a distance of 25.00 feet to a point on the southwesterly right of way line of Gates Mills Blvd.;
4. Thence, South 38 degrees 28 minutes 48 seconds East a distance of 23.00 feet to a point on the Grantor's northeasterly property line and the southwesterly right of way line of Gates Mills Blvd. to the True Point of Beginning and enclosing an area of 0.0182 acre, more or less, none of which present road occupied and is from Medina County Auditor's Parcel No. 028-19D-05-280.

Bearings do not match plat and are based on an assumed meridian for reference only. This description was prepared and reviewed under the supervision of Mary E. Kimberlin, P.E., P.S., Registered Surveyor No. 7540, and is based on survey performed by the Euthenics' survey staff in July, 2020.

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 will furnish and install 18 cubic yards (approximately 6 feet wide x 32 feet long x 30 inches deep) of Type "B" rock rip-rap along the existing stream embankment. The rip-rap will be placed starting at the end of the concrete embankment adjacent to the corner of the house, extending southwest along the north side of the stream bank.
2. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES.

3. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
4. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
5. Grantee will secure and protect all permanent structures within the construction zone.
6. 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; 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, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 811 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-280, part of Medina City Lot 1645 with the necessary equipment to remove any obstructions as necessary to allow for the proposed culvert and headwall installation including any rocks, trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed culvert, headwall, appurtenances; to complete grading as necessary for the installation of the culvert and headwall; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 811 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-280, part of Medina City Lot 1645 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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 31<sup>st</sup> day of August, 2022.

Grantor:

Thomas D. Trocchio

Signature: [Signature]  
Print Name: Thomas D Trocchio

State of Ohio )  
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Thomas D. Trocchio, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 31<sup>st</sup> day of August, 2022.



Notary Signature: [Signature]  
Print Name: Sean Patrick Fanning  
My Commission Expires: October 20 2026  
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31 day of August, 2022.

Grantor:

Rozanne M. Trocchio

Signature: [Signature]  
Print Name: Rozanne Trocchio

State of Ohio )  
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Rozanne M. Trocchio, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 31<sup>st</sup> day of August, 2022.



Notary Signature: [Signature]  
Print Name: Sean Patrick Fanning  
My Commission Expires: October 20 2026  
Notary Seal:

This instrument was prepared by:

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

