

FINANCE COMMITTEE AGENDA
Monday, April 25, 2022
Council Rotunda

Finance Committee (6:00 p.m.)

Budget Hearing (2023-2027) – Water Capital Improvement

546-0530 – Water Capital Improvement Fund

1. Assignment of Requests for Council Action
2. 22-097-4/25 – Walmart Community Grant – Fire Dept.
3. 22-098-4/25 – 2022 SPCA Contribution
4. 22-099-4/25 – Increase Finance Dept. Petty Cash from \$125 to \$250
5. 22-100-4/25 – MCDAC Grant Application – Police
6. 22-101-4/25 – Real Estate Purchase Agreement – Airport
7. 22-102-4/25 – Increase Expenditure – Firestorm Gear – Police
8. 22-103-4/25 – Budget Amendments

#2022-015
#2022-017 – Parks Dept.
9. 22-104-4/25 – Amend Ord. 56-17 – Re: Memorial Pool Cabana Rentals
10. 22-105-4/25 – Easement & Contract for Right of Entry – West Smith Reconstruction
11. 22-106-4/25 – Wheeling & Lake Erie Water Line Crossing Agreement – West Smith
12. 22-107-4/25 – Wheeling & Lake Erie Letter Agreement – West Smith
13. 22-108-4/25 – Bids, Ray Mellert Parking Lot Expansion & Dog Park
14. 22-109-4/25 – Amend Code, Chapter 941 – Garbage
15. Executive Session: (employment / imminent litigation)

WATER CAP IMPROVEMENT 2023-2027

Account	Year	Full Year - Expense Actual 2023	Full Year - Expense Actual 2024	2022-2025-Plan	2023-2025-Plan	2023 Request	2024-2025-Plan	2024 Request	2025-2025-Plan	2025 Request	2026-2025-Plan	2026 Request	2027 Request
548 WATER CAP IMPROVEMENT FUND													
030 WATER CAPITAL IMPROVEMENT		1,608,765.45	3,674,038.68	0.00	541,400.00	541,400.00	543,800.00	543,800.00	540,480.00	540,480.00	538,500.00	538,500.00	78,400.00
3 OPERATIONS/MAINTENANCE		3,416.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4 CAPITAL EXPENDITURES		3,416.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
548-030-54412 WTR CAP-EQUIPMENT		97,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
548-030-54413 WTR CAP-EQUIPMENT		10,832.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5 DEBT SERVICE		545,316.63	3,674,038.68	0.00	541,400.00	541,400.00	543,800.00	543,800.00	540,480.00	540,480.00	538,500.00	538,500.00	78,400.00
548-030-55570 PART TO REFUNDED BOND ESCROW AGENT		0.00	2,700,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
548-030-55571 PRINCIPAL PAY-WTR CAP		410,297.88	820,593.38	0.00	455,000.00	455,000.00	475,000.00	475,000.00	480,000.00	480,000.00	505,000.00	505,000.00	68,000.00
548-030-55572 INTEREST PAY-WTR CAP		135,025.00	111,859.11	0.00	86,400.00	86,400.00	88,800.00	88,800.00	50,480.00	50,480.00	31,500.00	31,500.00	11,400.00
548-030-55573 BOND ISSUANCE COSTS-WTR CAP		0.00	41,498.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6 TRANSFER/REIMBURSEMENTS		980,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
548-030-55975 WTR CAP-ADVANCES OUT		980,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

*Total is on top

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 22-097-4/25 – Walmart Community Grant – Fire Dept.
- 22-098-4/25 – 2022 SPCA Contribution
- 22-099-4/25 – Increase Finance Dept. Petty Cash from \$125 to \$250
- 22-100-4/25 – MCDAC Grant Application – Police Dept.
- 22-101-4/25 – Real Estate Purchase Agreement – Airport
- 22-102-4/25 – Increase Expenditure – Firestorm Gear – Police Dept.
- 22-103-4/25 – Budget Amendments
- 22-104-4/25 – Memorial Pool Cabana Rental Rates
- 22-105-4/25 – Easement & Right of Entry Contract – W. Smith Reconstruction
- 22-106-4/25 – Wheeling & Lake Erie Water Line Crossing Agreement – W. Smith
- 22-107-4/25 – Wheeling & Lake Erie Letter Agreement – W. Smith
- 22-108-4/25 – Bids, Ray Mellert Parking Lot Expansion and Dog Park
- 22-109-4/25 – Amend Codified Ordinances – Section 941 - Garbage

4/25/22

OK Dr. Hammett
4.6.2022

REQUEST FOR COUNCIL ACTION

From: Chief Walters

No. RCA 22-097-4/25

Date: April 6, 2022

Committee: Finance

Subject: Walmart Community Grant

Summary and background:

Walmart Medina contacted us on April 6, 2022 and advised they would like to award the Medina Fire Department with a Community Grant on Friday April 15, 2022 in the amount of up to \$5,000. We are requesting permission to accept this grant award opportunity which would be used to purchase new firefighting ventilation fans.

Estimated Cost: \$ 5,000

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account: 107-0110-53315

Emergency Clause Requested: Yes X No

Reason: The grant would be awarded on April 15, 2022.

COUNCIL USE ONLY:

Committee Recommendation:

Ord./Res.:

Date:

REQUEST FOR COUNCIL ACTION

No. RCA 22-098-4/25
Committee: Finance

FROM: Paul Rose, Council-At-Large
DATE: 4/7/22
SUBJECT: 2022 SPCA Contribution

SUMMARY AND BACKGROUND:

Requesting city contribution of \$10,200.00 (2% increase from last year)

Estimated Cost: \$10,200.00
Suggested Funding:

sufficient funds in Account No. 001-0707-52215

- 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.

medina county



CC: ~~Council~~
Paul 11/9/21

Medina County
Society for the Prevention of Cruelty to Animals
8790 Guilford Road, Seville, OH 44273
www.medinacountyspca.com - 330.723.7722
A Non-Profit 501(c)3 Charitable Organization Tax ID#34-1507786

October 29, 2021

President
George "Hub" Marquis

Vice President
Tom Jenkins

Secretary
Sandy Larson

Treasurer
Nicole Florio

Directors
Kathy Foltz
Patrick Hahn
David Johnson
Dawn Marzano
Shaun McWilliams
Nikki Robishaw
Carla Boyle Small

Director of Operations
Tracey Miller

Director of Development
Lisa Jenkinson

Humane Officer
Lisa Jenkinson

Mr. Paul Rose
Council-at-Large
The City of Medina

Dear Mr. Rose:

The Medina County SPCA is the official humane society for Medina County.
As such, we:

- Investigate and prosecute animal neglect and cruelty
- Provide first responder services for animal emergencies
- Assist local law enforcement with animal handling
- Intake sick, injured and unwanted animals to rehabilitate and adopt out
- Provide humane education

The majority of our funding comes from individual donations, fundraising, and adoption fees. Therefore, we do rely on the financial support of local communities to share in the expenditures we incur serving each of them. Per the request of several jurisdictions, we have changed the statistical reporting period to assist in their budgeting process.

For the fiscal period October 1, 2020 through September 30, 2021, we provided the following services to the City of Medina:

Intake of 297 animals originating in your jurisdiction
(More detailed information available on request)

Our average cost of care per animal serviced is \$270.82. That cost multiplied by the number of animals from your jurisdiction (297) results in a total expense of \$80,433.54. In support of the services we have provided to your jurisdiction, we respectfully request a fair share remuneration to defray the associated costs incurred. It is our hope you see value in the role Medina County SPCA plays in your community. I want to sincerely thank you in advance for your consideration and financial support. If you have any questions regarding our services or suggestions on how we can better serve you, please feel free to contact me at 330.723.7722.

With much appreciation,
George "Hub" Marquis (sp)
George "Hub" Marquis
President
Medina County SPCA Board of Directors

REQUEST FOR COUNCIL ACTION

No. RCA 22-099-4/25
Committee: Finance

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: April 14, 2022
SUBJECT: Increase Finance Department petty cash from \$125 to \$250

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to approve the increase of the Finance Department Petty Cash Fund from \$125 to \$250.

The Finance Department currently has \$125 in petty cash. This is generally used for postage, vehicle registrations and meals for the budget hearings. We keep receipts for all items that the petty cash is used for and replenish those funds as needed through Accounts Payable.

It is becoming more difficult to have enough cash on hand for these items partly due to the timing of the Budget hearings and when we issue checks to replenish the funds. The increase would allow us to replenish the funds once a month without needing a special check run.

Estimated Cost: \$125

Suggested Funding:

Sufficient funds in Account No.: 001-0707-53313

Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

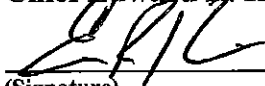
REQUEST FOR COUNCIL ACTION

No. RCA 22-160 -4/25

Committee Finance

**From: POLICE DEPARTMENT
Chief Edward B. Kinney**

Mayor's Initials:



(Signature)

Guidelines: See information on back of form

Date: 4/14/22

Subject: MCDAC Grant Application and Acceptance

Summary and Background: The police department respectfully requests Council's approval of the attached application for the MCDAC grant to fund and support the School Resource Officer program with Medina City Schools, and the acceptance of the funds when applicable. The funds will support the wages for all three officers assigned.

Estimated Cost: \$0.0

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From: n/a **To:**

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No Yes If yes, reason: .

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

Section I. Cover Sheet

Implementing Agency Name: Medina Police Department

Federal Tax ID Number: Contact 34-6001856

Person's Name and Title: Mailing Edward Kinney, Chief of Police

Address: 150 W Friendship St, Medina, OH 44256

Telephone Number: 330-725-7777

Email: ekinney@medinaoh.org

Authorized Fiscal Officer's Name/Title: Mr Keith Dirham, Finance Director

Mailing Address: 132 N Elmwood Avenue, Medina, OH 44256

Telephone Number: 330-722-9050

Email: kdirham@medinaoh.org

Project Director Name/Title: Sgt Sara Lynn

Project Title: 2022 School Resource Officers for Medina City Schools

Mailing Address: 150 W Friendship St, Medina, OH 44256

Telephone Number: 330-725-7777

Email: slynn@medinaoh.org

Project Type: Funding for School Resource Officers

List each Project Location address, contact person, title and phone number:

Medina Senior High School: 777 E Union Street, Medina, OH 44256

Dr. Kristine Quallich: 330-636-3200

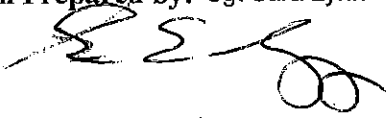
A.I. Root Middle School: 333 W Sturbridge Drive, Medina, OH 44256

Mr. Bryan Farson: 330-636-3500

Claggett Middle School: 420 E Union Street, Medina, OH 44256

Mr. Paul Worsencroft: 330-636-3600

Application Prepared by: Sgt Sara Lynn

Signature: 

Date: 4/12/22

Section II. Project Plan Narrative

Describe the project in detail. Include a general description of the project, the problems you are facing in your community, the needs of your organization, the target population of your project and any project goals and objectives you may have. Please include how you will evaluate the project and any outcome measures you will use at the completion of the project. Attach letter(s) of support from the organizations you collaborate with and your government officials.

A sworn law enforcement officer assigned as a School Resource Officer (SRO) is an integral part of the formation, development, and execution of a comprehensive school safety plan. The primary role of an SRO is to provide a safe learning environment by working collaboratively with various members of the school administration. They also respond to calls for service within the schools, document incidents, and identify at-risk students by their behaviors.

SROs typically have duties such as mentoring students and conducting presentations on youth-related issues. Another role is that of an informal counselor. Youth often look to these officers in the same way they might turn to parents or other adults in their lives. SROs build trust and foster relationships with youth through formal and informal interactions.

When youth are facing challenging issues, such as underage drinking, stressful life situations, or even the illegality of school pranks, students can trust SROs to answer questions and address problems. These relationships also allow SROs to intervene before issues escalate, refer students to appropriate resources (such as mental and behavioral services), and divert them from the juvenile justice system.

The Drug Abuse resistance Education (D.A.R.E.) program is the most comprehensive drug prevention curricula in the world taught in schools. The Surgeon General's 2016 landmark report entitled, "Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health", concluded that alcohol and drug misuse, disorders, and addiction, are pressing public health concerns. As the report states, "The good news is that there is strong scientific evidence supporting the effectiveness of prevention programs and policies." D.A.R.E. is a program the Surgeon General identified as building social, emotional, cognitive, and substance refusal skills. The primary goal of a curriculum-driven prevention programming is to encourage decisions to avoid drugs.

Section III. Project Budget

Total MCDAC Requested Amount of Funding:

Total Cost of Project:

Applicant Cost Share of Project:

Type of Cost	Total Project Cost	MCDAC Requested Amount	Other Source Amount
Salary	\$183,128.40	\$183,128.40	
Benefits	\$90,701.64	\$90,701.64	
Equipment Purchase/Lease			
Other (Please detail any other project costs here):			
Total:	\$273,830.04	\$273,830.04	

The above financial report reflects true and accurate information to the best of our knowledge and belief.

Fiscal Officer:

Keith D. Orr

Date:

4/11/22

Section III: Project Budget

A. Personnel

Position: Medina Senior High School Resource Officer

Name/Vacant: Nicholas MacLarren

Total Hours: 1,560 Hourly Rate: \$39.13 Total Wages: \$61,042.80

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare	.0145	X	\$58,177.02	=	\$843.57
FICA		X		=	
Other Pension (PERS Additional)	.195	X	\$61,042.80	=	\$11,903.35
Health Insurance	\$1,956.06	X	9	=	\$17,604.54
BWC	.03	X	\$61,042.80	=	\$1,831.28
Unemployment		X		=	
Other	\$147.42	X	9	=	\$1,326.78
			Subtotal Fringes	=	\$33,509.52
			Subtotal Salary	+	\$61,042.80
			Personnel Total	=	\$94,552.32

Position: Medina City Middle School Resource Officer

Name/Vacant: Alan Roland

Total Hours: 1,560 Hourly Rate: \$39.13 Total Wages: \$61,042.80

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare	.0145	X	\$58,091.25	=	\$842.32
FICA		X		=	
Other Pension (PERS Additional)	.195	X	\$61,042.80	=	\$11,903.35
Health Insurance	\$1,956.06	X	9	=	\$17,604.54
BWC	.03	X	\$61,042.80	=	\$1,831.28
Unemployment		X		=	
Other	\$218.59	X	9	=	\$1,967.31
			Subtotal Fringes	=	\$34,148.80
			Subtotal Salary	+	\$61,042.80
			Personnel Total	=	\$95,191.60

Section III: Project Budget

A. Personnel

Position: Medina City Middle School DARE Instructor & Resource Officer

Name/Vacant: Raven Ory

Total Hours: 1,560 Hourly Rate: \$39.13 Total Wages: \$61,042.80

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare	.0145	X	\$59,815.29	=	\$867.32
FICA		X		=	
Other Pension (PERS Additional)	.195	X	\$61,042.80	=	\$11,903.35
Health Insurance	\$779.34	X	9	=	\$7,014.06
BWC	.03	X	\$61,042.80	=	\$1,831.28
Unemployment		X		=	
Other	\$158.59	X	9	=	1,427.31
			Subtotal Fringes	=	\$23,043.32
			Subtotal Salary	+	\$61,042.80
			Personnel Total	=	\$84,086.12

Position:

Name/Vacant:

Total Hours: Hourly Rate: Total Wages:

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare		X		=	
FICA		X		=	
Other Pension (PERS Additional)		X		=	
Health Insurance		X		=	
BWC		X		=	
Unemployment		X		=	
Other		X		=	
			Subtotal Fringes	=	
			Subtotal Salary	+	
			Personnel Total	=	

Section III: Project Budget
B. Equipment

Equipment	Purpose	Expense
	Total Equipment Expense:	

Section III: Project Budget
C. Other Expenses

Please detail any expenses that are not include in the personnel or equipment sections.

Other	Purpose	Expense
	Total Other Expense:	



Recognizing Potential-Maximizing Achievement

Medina City Schools

April 7, 2022

Principal
Claggett Middle School
Paul Worsencroft

Principal
A.I. Root Middle School
Bryan Farson

Associate Principal
Claggett Middle School
Kathy Ashcroft
Julie McCabe

Associate Principal
A.I. Root Middle School
Terri Horton

To Whom It May Concern:

It has been our pleasure working with a School Resource Officer and the Medina City Police Department for many years and we have the utmost respect for what it has done for our students here at Medina City Schools.

The program has many benefits as overseen by our SRO. Having an SRO establishes a positive contact with Medina Police as he encounters students on a daily basis in a safe environment. There is absolutely increased safety in and around the school building. Beyond the actual safety, there is also an increased perception of safety, thereby decreasing the probability of inappropriate incidents.

On several occasions, the presence of an SRO has aided in decreasing response times. This includes response time in emergencies such as injuries to students, acute health situations with adults within the building, and suspicious behavior in the immediate vicinity of our building.

Finally, We appreciate that a Law Enforcement Officer can be available on a regular basis as a member of the building safety committee. On this committee, topics of discussion include emergency drills (fire, tornado, intruder, etc.), safety protocols, and the use of and storage location of "trauma bags".

We have hold the position of School Resource Officer within Medina City Schools as vital in continuing to provide a safe location to education our students. Please feel free to contact Paul at 330-636-3602 / worsencp@medinabees.org or Bryan at 330-636-3502 / farsonb@medinabees.org, if you have any questions.

Sincerely,

Paul Worsencroft
Principal
Claggett Middle School
330-636-3602

Bryan Farson
Principal
A.I. Root Middle School
330-636-3502



Recognizing Potential ~ Maximizing Achievement

Medina

April 15, 2022

City School To Whom It May Concern,

The Medina City School District has had a formal agreement in place for several years with the City of Medina to collaborate on the staffing of School Resource Officers (SROs) in the Medina City School District. The staff, students and families regularly speak highly of our School Resource Officers. Their presence, not only in our buildings, but in our community has strengthened the relationship of our students, families, and the community with our police department. They are an invaluable part of our school system.

Superintendent
Aaron J. Sable

Assistant Superintendent
Kristine M. Quallich, Ph.D.

Treasurer
David M. Chambers

Board of Education
Rebecca M. Parkhurst

Ronald D. Ross

Joe Nichols

Jeanne Pritchard

Andrew West

We will continue to work with the Medina Police Department to support these crucial positions within our District. Please feel free to contact me if you have any additional questions.

Sincerely,

Kristine Quallich, Ph.D.
Assistant Superintendent
Medina City Schools
330-636-3092

OK
D. Hanwell
4-14-2022

REQUEST FOR COUNCIL ACTION

No. RCA 22-101-4/25

FROM: Mayor Dennis Hanwell
DATE: April 14, 2022
SUBJECT: Real Estate Purchase Agreement-Airport

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to execute a Real Estate Purchase Agreement for approximately 30.05 acres of land located at 2000 Medina Road, Medina, Ohio; Medina County Permanent Parcel Number 033-12A-03-017 for airport expansion and operations. The purchase includes all land, buildings, improvements, fixtures, appurtenant rights and easements, if any, located on the property. The purchase price is \$550,000.00, as well as other fees yet to be determined, included in the attached Real Estate Purchase Agreement. The agreement has been reviewed and approved by Law Director Greg Huber.

Please see attached Real Estate Purchase Agreement

Estimated Cost: \$550,000.00 plus undetermined fees per contract

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. 301-0050-5441T

301-0707-54411
see RCA 22-103-4/25

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

PURCHASE AGREEMENT

THIS AGREEMENT is entered into by and between **Dave McCarthy the Liquidating Trustee per Order of the Medina County Court of Common Pleas Order in Case No. 18CIV0342** of Rea & Associates, 694 E. Washington Street, Medina, OH 44256 (hereinafter referred to as the "Seller"), and **City of Medina** of 135 N. Elmwood Street, Medina, OH 44256 (hereafter referred to as the "Buyer").

1. In consideration of the mutual promises herein contained, Seller agrees to sell and convey and Buyer agrees to buy and pay for, in accordance with the terms and conditions of this contract, being approximately 30.05 acres located at 2000 Medina Road, Medina, Ohio including all land, buildings, improvements, fixtures, appurtenant rights and easements, located thereon, having Parcel Number 033-12A-03-017 and legal description as attached hereto and referred to as Exhibit "A", all hereinafter being referred to as "Property".
2. Buyer agrees to pay for the Property the sum of Five Hundred Fifty Thousand and 00/100 Dollars (**\$550,000.00**). The purchase price shall be as follows:
 - a. The sum of **\$1,000.00** to be deposited with the Escrow Agent as a earnest money and shall be applied toward the purchase price at the closing; and
 - b. The balance of the purchase price, **\$549,000.00** shall be deposited with the Escrow Agent prior to the closing in the form of an electronic transfer of funds from the Buyer's bank or financial institution.
3. Seller agrees to convey marketable title by Trustee's deed free and clear of all encumbrances except easements and rights of ways of record, leases, restrictions and conditions of record, if any, zoning ordinances and real estate taxes, recoupements and deferred assessments, if any, for the current year and thereafter.
4. An Owner's fee policy of Title Insurance in the amount of the purchase price shall be issued to the Buyer. If any defect in title is discovered prior to the time of the closing and if it is not waived in writing by Buyer, Seller shall have a reasonable extension of time for closing, but in no event more than thirty (30) days from the date Seller is notified of the defect, for removal of said defect.
5. All real estate taxes shall be prorated in escrow, as of the date of title transfer. In prorating taxes, the amount assessed by the Medina County Auditor on the latest available tax duplicate shall be used. The Buyer acknowledges the property is subject to a deferred water/sewer assessment and receives a Current Agricultural Use Valuation ("CAUV") and if the Buyer does not qualify for the deferment of the assessment or continuation of the CAUV valuation, the Buyer will pay the deferred assessments and real estate tax recoupment.

6. The Escrow Agent shall charge to Seller and pay out of the purchase price:

- a. one-half the Escrow fee;
- b. one-half the cost of the Owner's Title Insurance premium;
- c. the cost of the title examination;
- d. amount due Buyer by reason of proration;
- e. the payment of any lien incurred by the Seller;
- f. the preparation of the Trustee's deed and expenses incurred by the Seller; and
- g. the commission due to the Broker under its listing agreement.

The Escrow Agent shall charge to Buyer:

- a. one-half the Escrow fee;
- b. one-half the cost of the Owner's Title Insurance premium;
- c. the cost of a title commitment;
- d. any inspections or appraisals completed by Buyer;
- e. the recording fees for the deed; and
- f. any legal fees/expenses of the Buyer.

7. The parties hereby designate, **Transfer Title Agency, Inc.** a policy issuing agent of Chicago Title Insurance Company whose address is: 748 North Court Street, Medina, Ohio 44256, (330) 725-4214 to be the Escrow and Title Agent for this transaction subject to its Standard Conditions and Acceptance of Escrow.

8. All documents and funds necessary for the completion of this transaction shall be placed in escrow on or before **ninety (90) days from the date of this agreement**. Closing shall take place on or about ninety (90) days from the date of this agreement. Buyer agrees to deliver possession of the premises.

9. Seller represents and warrants to Buyer that:

- (a) Seller has been appointed by the Medina County Common Pleas Court as a Liquidating Trustee in Case Number 18CIV0342 and has the authority to execute this Agreement and perform the obligations of Seller under this Agreement. This Agreement constitutes a legal, valid and binding obligation of Buyer. All action necessary to authorize the execution, delivery and performance of this Agreement by Seller has been taken and such action. If requested by Buyer, Seller shall provide Buyer with a copy of such authorization, certified from the Court;
- (b) Seller is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict Seller's right to enter into and carry out this Agreement;

10. Buyer represents and warrants to Seller that:

- (a) Buyer has the capacity and authority to execute this Agreement and perform the obligations of Buyer under this Agreement. This Agreement constitutes a legal, valid and binding obligation of Buyer. All action necessary to authorize the execution, delivery and performance of this Agreement by Buyer has been taken and such action has not been rescinded or modified. If requested by Seller, Buyer shall provide Seller with a copy of such authorization, certified by a representative of Buyer;
- (b) Buyer is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict Buyer's right to enter into and carry out this Agreement;
- (c) Buyer has completed or waived all inspections of the Property including any right to receive the "Residential Property Disclosure Form" and information regarding Lead Based Paint. Buyer is purchasing the property for future development use and is not purchasing the home for residential purposes as the residence may or may not be habitable.

11. The Parties agree this sale is made and will be made without representations, covenants, and warranties of any kind, whether expressed or implied by the Seller. As a material part of the consideration for this Agreement, the Buyer agrees to take and accept this property on an "AS IS" and "WHERE IS" basis with all the faults, latent and patent. No warranty or representation is made by Seller as to the (a) fitness for any particular purpose, (b) merchantability, (c) condition, (d) absence of defects, or (e) compliance with laws and regulations including safety and the environment.

12. Seller represent Hoff and Leigh is the broker representing the Seller and commissions due in accordance to its listing agreement will be paid at closing. Any other fees which may be due to the Buyer's representative will be paid by the Buyer.

13. This contract shall be governed by the laws of the State of Ohio. The covenants, conditions, and agreements herein shall be binding upon each of the parties hereto, and their respective heirs, devisees, executors, administrators, successors and assigns, and shall be deemed to contain all their terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties, or agreements. **TIME IS OF THE ESSENCE** as to the dates and performance of this Agreement. The terms and conditions to be performed by the Seller shall survive the delivery and acceptance of the deed. Any portion of this contract declared invalid by law will not void the remainder of this contract. This Agreement may be signed in counterparts which will comprise the full Agreement.

14. The legal descriptions of the real estate are attached hereto are incorporated into this agreement.

SELLER

David McCarthy, Liquidating Trustee

David K. McCarthy
By:

BUYER

City of Medina

by:
Its: _____

Sellers' Address:
694 E. Washington Street
Medina, OH 44256

Buyers' Address:
135 N. Elmwood St.
Medina, OH 44256

Phone # 330-661-0227
Email: DAVE.MCCARTHY@REACPA.COM

Phone # _____
Email: _____

dated: 3/22/22

dated: _____

Prepared for Seller by:
Lee Skidmore, Esq,

Exhibit "A"
Legal Description

EXHIBIT

A

situated in the Township of

Beginning at the intersection of Beach Road (T.H. 54) and Medina Road (S.H. 18); thence Westerly in the center of Medina Road (S.H. 18) a distance of 784.93 feet to a point; thence south a distance of 50 feet to a point in the south right of way line of Medina Road (S.H. 18), said point being in the northwest corner of a 5.824 acre parcel now or formerly owned by Spectrum Rental Management Inc. (OR 905-839 02/03/94) and the true place of beginning; thence south an approximate distance of 3881.40 feet to the south line of Lot 3; thence westerly along the south line of Lot 3 to the southeast corner of a 237.4639 acre parcel now or formerly owned by the City of Medina (OR 406-472 10/20/87); thence north along the east line of said City of Medina parcel to a point in the northeast corner thereof, said point being in the south right of way line of Medina Road (S.H. 18) a distance of 484.19 feet to the place of beginning and containing within said boundaries 37.2540 acres more or less, but subject to all legal highways. *thence East

EXCEPTING THEREFROM THE FOLLOWING: Situated in the Township of Sharon, County of Medina and State of Ohio; and known as being part of Sharon Township Lot 3, being further bounded and described as follows:

Beginning at the southeast corner of Sharon Township Lot 3, said point being in the centerline of Beach Road, T.H. 54, 60 feet wide, thence S. 89° 51' 14", along the southerly line of said Lot 3, 780.78 feet to a point; Thence N. 0° 04' 17" E., 1840.25 feet to the principal place of beginning of the parcel described herein; thence N 89° 52' 03" W., 486.51 feet to a point; thence N. 0° 07' 57" E., 644.92 feet to a point; thence S. 89° 52' 03" E., 485.82 feet to a point; thence S. 0° 04' 17" W., 644.92 feet to the principal place of beginning and containing therein 7.1979 acres of land as surveyed in January, 1989, by Thomas A. Cunningham, Registered Surveyor No. 5274. ** Intending to convey, after said exception, 30.0561 acres

Permanent Parcel No(s): 033-12A-03-017

RCA 22-102-4/25
Finale
OK
D. Harnall
4-18-2022

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

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 4/15/2022

Department: Police Department

Amount: \$17,000.00

B.O.C. Approval Date: _____

Account Number: 106-0101-53315

Vendor: Firestorm Gear Increase PO# 22-605

Department head/Authorized signature:


Chief Edward R. Kinney

Item/Description:

Increase the PO for the purchase of 15 Semi-Auto Rifles

Original PO # 22-605 is for \$8,000. Increase amount would raise PO to \$25,000.

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.

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

Thank you.



FIRESTORM GEAR

139 North Court St., Suite A
Medina, OH 44256
(330) 887-2447

Quotation

DATE April 14, 2022

Bill To:

Medina Police Department
Lieutenant Marcum
150 West Friendship St.
Medina, OH 44256

Quotation valid until: June 30, 2022

Comments or special instructions:

None

Description	Quantity	Cost	Total
Daniel Defense Mk18 10.3" SBR Rifles - Semi Auto	15	\$ 1,500.00	\$ 22,500.00
			\$ 22,500.00

If you have any questions concerning this quotation, please contact us at sales@firestormgear.com or (330) 887-2447

THANK YOU FOR YOUR BUSINESS!

(Finance use only)

RCA Number RCA 22-103.4/25
(Council use only)
Finance
NO. 2022-017

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		104-0301-54411	Parks Maintenance - Land Improvements	\$150.00		x
		104-0301-54411	Parks Maintenance - Land Improvements	\$100.00		x
		104-0301-54411	Parks Maintenance - Land Improvements	\$150.00		x
		104-0301-54411	Parks Maintenance - Land Improvements	\$150.00		x
		104-0301-54411	Parks Maintenance - Land Improvements	\$150.00		x
		104-0301-54411	Parks Maintenance - Land Improvements	\$150.00		x
		104-0301-54411	Parks Maintenance - Land Improvements	\$150.00		x
		104-0301-54411	Parks Maintenance - Land Improvements	\$50.00		x
		104-0301-54411	Parks Maintenance - Land Improvements	\$150.00		x

EXPLANATION:
Accept check # 0145 from GSNEO 91196 for Arbor Day Tree planting;
Accept check # 133 GSNEO Troop # 91227 Arbor Day Tree Planting;
Accept check # 102 Girl Scouts of North East Ohio Troop 90614 Arbor Day Tree Planting;
Accept check # 149 Girl Scouts of Northeast Ohio SU 944 Arbor Day Tree Planting;
Accept check # 167 Melissa Snow & Katie J. Fritz GSNEO Troop 91204 Arbor Day Tree Planting;
Accept check # 12770265, 12770266, 12223711, 13114757 The Huntington National Bank Arbor Day Tree Planting

DEPARTMENT HEAD: [Signature] DATE: 4/19/22

MAYOR'S APPROVAL: [Signature] (WHEN NECESSARY)

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 91-22

CLERK OF COUNCIL/DATE

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

ORDINANCE NO. 56-17

AN ORDINANCE ESTABLISHING PROGRAM RATES AND POOL RENTAL RATES FOR THE NEWLY RENOVATED MEMORIAL PARK POOL.

WHEREAS: That the Medina Community Recreation Center and the Parks Department are requesting City Council's approval to establish program and pool rental rates for the newly renovated Memorial Park Pool.

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

SEC. 1: That the Memorial Park Pool Rental Rates and Program Rates shall be as follows:

Memorial Pool Rental Rates

1. Rental of Cabana during pool hours:

- * Rent fenced area including shade structure
- * Daily admission rates apply for all attendees.
- * Shared use of the pool with other patrons
- * Flat rate for one 3-hour block of time:

11:30-2:00
2:30-4:00
4:30-6:00

Flat rate for 3-hour Cabana Rental			
Weekday		Weekend	
Resident	Non-Resident	Resident	Non-Resident
\$25	\$35	\$35	\$45

2. Rental of Pool before or after regular hours:

- * Rent the pool and grounds
- * Exclusive use of the pool during the scheduled rental time
- * Hourly rate during the following hours:

8:30am-10:30am
7:30pm-9:30pm
- * Maximum 2-hour rental
- * Pool Rental Fee: is for the use of the pool
- * Lifeguard Fee: will vary depending on a variety of factors including number of people, ages, length of rental, number of lifeguards required by the state, etc.

Hourly rate for Before or After Hours Pool Rental			
Pool Rental Fee		Lifeguard Fee	
Resident	Non-Resident	Hourly Rate Based on # People	
\$75	\$75	40 People	4 Lifeguards
		50 People	5 Lifeguards
		60 People	6 Lifeguards
		Maximum of 200	7 Lifeguards

Programs

All programming held at the Outdoor Municipal Pool falls under the same programs pricing policy as the rest of the MCRC's existing Aquatics Program Fees for the Medina Community Recreation Center and be included with that ordinance. (Ref. Ord. 57-17)

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: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

REQUEST FOR COUNCIL ACTION

*OK
D. Hamel
4-19-2022*

NO. RCA 22-105-4/25

FROM: Patrick Patton

DATE: April 19, 2022

COMMITTEE REFERRAL: Finance

SUBJECT: Easement and Contract for Right of Entry - West Smith Reconstruction

In order to complete construction of West Smith Road between the State Road and S. Court Street, the City must acquire several easements and/or fee simple right-of-ways. We have received the completed easement packages for one (1) of those properties:

Parcel #	Property Owner	Parcel #	Acquisition	Value
82	Kotecki Family Memorials, LLC	028-19A-21-246	Temporary Easement and Contract for Right of Entry	\$300.
TOTAL				\$ 300.

This requests asks Council to accept the easements submitted herein and to accept the associated Contract for Right of Entry for each property. Thank you for your cooperation.

ESTIMATED COST: \$300

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: YES

Reason: Right of Way acquisition is an important milestone in the ODOT project development process; failure to meet this deadline can delay the project. In addition, since each of these property owners have signed the easement, we would like to complete the process and pay them as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

LPA RE 807
Rev. 10/2017

TE
LPA

TEMPORARY EASEMENT

Kotecki Family Memorials, LLC, an Ohio limited liability corporation, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Medina, Ohio, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 82-T

MED-CR 0004-15.47

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19A-21-246

Prior Instrument Reference: Instrument No. 2008OR023124, Medina County Recorder's Office.

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

The duration of the temporary easement(s) granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

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

IN WITNESS WHEREOF Kotecki Family Memorials, LLC, an Ohio limited liability corporation has caused its name to be subscribed by Edward E. Kotecki, IV, its duly authorized President, and its duly authorized agent on the 12th day of April, 2022.

Kotecki Family Memorials, LLC, an Ohio limited liability corporation

By: [Signature]
Edward E. Kotecki, President

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the 12th day of April, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Edward E. Kotecki, IV, who acknowledged being the President and duly authorized agent of Kotecki Family Memorials, LLC, an Ohio limited liability corporation and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Edward E. Kotecki, IV with regard to the notarial act.

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



JOSEPH E ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2023

[Signature]
NOTARY PUBLIC
My Commission expires: 8/22/2023

This document was prepared by or for the City of Medina on forms approved by the Ohio Attorney General's Office.

EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

QWS

Ver. Date 06/22/2021

PID 112540

**PARCEL 82-T
MED-CR 0004-15.47
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONNECT DRAIN
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 363 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to **Kotecki Family Memorials, LLC**, an Ohio limited liability company by the instrument filed as Document Numbers 2008OR023124.

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

BEGINNING FOR REFERENCE at a point on the existing northerly right-of-way line of Smith Road, on the southerly line of the said Medina City Lot 363, being the southwest corner of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, and being the southeast corner of that tract conveyed to Christopher A. Talbert and Barbara A. Talbert by the instruments filed as Document Numbers 2019OR002510 and 2005OR031228, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+52.00 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence along the westerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract and the easterly line of the said Christopher A. Talbert and Barbara A. Talbert tract, and crossing through the said Medina City Lot 363, **North 00 degrees 18 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45 feet left of the centerline of right-of-way of Smith Road station 101+52.01;

Thence crossing through the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract and continuing through the said Medina City Lot 363, **North 89 degrees 38 minutes 34 seconds East for a distance of 6.25 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+58.27;

EXHIBIT A

LPA RX 887 T

Thence continuing through the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract and the said Medina City Lot 363, **South 00 degrees 21 minutes 29 seconds East for a distance of 15.00 feet** to a point on the said existing northerly right-of-way line of Smith Road, the said southerly line of Medina City Lot 363, and on the southerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+58.27;

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 363, and the southerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, **South 89 degrees 38 minutes 34 seconds West for a distance 6.27 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of **0.0022 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0022 acres), all of which are located within Medina County Auditor's Parcel number **028-19A-21-246**.

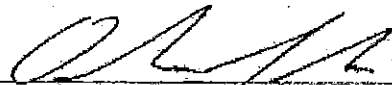
The current source of title to the boundary herein described as of this writing recorded in **Document Number 2008OR023124** in the records of Medina County.

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as **MED - CR 0004 - 15.47 (W SMITH ROAD)** on file with the City of Medina, Ohio.

American Structurepoint, Inc.


Andrew T. Jordan
Registered Professional Surveyor No. 8759



6-22-2021
Date

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 82-T
MED-CR 0004-15.47/112540

The purpose of this Agreement is to allow the City of Medina, Ohio to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the City of Medina, Ohio ["LPA"] and Kotecki Family Memorials, LLC, an Ohio limited liability corporation ["Owner"; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

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

1. LPA shall pay to Owner the sum of \$300.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after _____, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property

described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$300.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$300.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$300.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total, agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

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

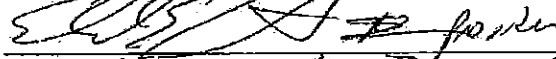
12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

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

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City of Medina, Ohio, and Kotecki Family Memorials, LLC, an Ohio limited liability corporation have executed this Agreement on the date(s) indicated immediately below their respective signatures.

KOTECKI FAMILY MEMORIALS, LLC, AN OHIO LIMITED LIABILITY CORPORATION


By Edward E. Kotecki, Jr. President

Date: April 12, 2022

CITY OF MEDINA, OHIO

Dennis Hanwell
Mayor

Date: _____

STATE OF OHIO, COUNTY OF Medina ss:

BE IT REMEMBERED, that on the ____ day of _____, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, Mayor, the duly authorized representative of the City of Medina, Ohio, who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Medina, Ohio.

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

NOTARY PUBLIC
My Commission expires: _____

This document was prepared by or for the City of Medina, Ohio on forms approved by the Ohio Attorney General's Office.

EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

QWS

Ver. Date 06/22/2021

PID 112540

**PARCEL 82-T
MED-CR 0004-15.47
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONNECT DRAIN
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 363 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to **Kotecki Family Memorials, LLC, an Ohio limited liability company** by the instrument filed as **Document Numbers 2008OR023124**.

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

BEGINNING FOR REFERENCE at a point on the existing northerly right-of-way line of Smith Road, on the southerly line of the said Medina City Lot 363, being the southwest corner of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, and being the southeast corner of that tract conveyed to Christopher A. Talbert and Barbara A. Talbert by the instruments filed as Document Numbers 2019OR002510 and 2005OR031228, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+52.00 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence along the westerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract and the easterly line of the said Christopher A. Talbert and Barbara A. Talbert tract, and crossing through the said Medina City Lot 363, **North 00 degrees 18 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45 feet left of the centerline of right-of-way of Smith Road station 101+52.01;

Thence crossing through the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract and continuing through the said Medina City Lot 363, **North 89 degrees 38 minutes 34 seconds East for a distance of 6.25 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+58.27;

EXHIBIT A

LPA RX 887 T

Thence continuing through the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract and the said Medina City Lot 363, **South 00 degrees 21 minutes 29 seconds East for a distance of 15.00 feet** to a point on the said existing northerly right-of-way line of Smith Road, the said southerly line of Medina City Lot 363, and on the southerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+58.27;

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 363, and the southerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, **South 89 degrees 38 minutes 34 seconds West for a distance 6.27 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of **0.0022 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0022 acres), all of which are located within Medina County Auditor's **Parcel number 028-19A-21-246**.

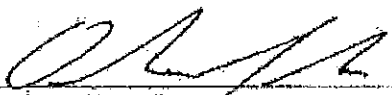
The current source of title to the boundary herein described as of this writing recorded in **Document Number 2008OR023124** in the records of Medina County.

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.


Andrew T. Jordan
Registered Professional Surveyor No. 8759



6-22-2021
Date

EXHIBIT B
To
CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 82-T
MED-CR 0004-15.47 / 112540

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

N/A

REQUEST FOR COUNCIL ACTION

*OK
Dr. Hamon
4.19.2022*

NO. RCA 22-106-4/25

FROM: Patrick Patton *BP*

DATE: April 19, 2022

COMMITTEE REFERRAL: Finance

SUBJECT: West Smith Reconstruction Project, Wheeling & Lake Erie Water Line Crossing Agreement

This requests Council enter into the attached Public Limits Crossing Agreement with the Wheeling & Lake Erie Railway Company in order to allow the City to install a new public water line underneath Wheeling's railroad tracks. This work is being done as a part of the West Smith Road Reconstruction project.

Thank you for your consideration.

ESTIMATED COST: \$450.

SUGGESTED FUNDING: 108-0610-54411

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:

PUBLIC LIMITS CROSSING AGREEMENT

No. 094125

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 140.12

(Lat.: 41.13625538958503, Long.: -81.86695267241093)



PUBLIC LIMITS CROSSING AGREEMENT
No. 094125

THIS PUBLIC LIMITS CROSSING AGREEMENT, made as of the 7th day of April, 2022, 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 water pipeline crossing under the track of RAILWAY at a minimum depth of eight feet (8') below the base of the rails, at Mile Post 140.12 of the Akron Subdivision (Lat. 40.58848, Long. - 81.08228), within the public street limits of W Smith Road, in the City of Medina, County of Medina, and State of Ohio, attached hereto and made a part hereof;]

and in accordance with the drawings attached entitled "MED-SMITH ROAD (2 sheets)", "Pipe Crossing Data Sheet (1 sheet)", and "GENERAL SHORING REQUIREMENTS (1 sheet)", 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 \$450.00 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 AND SHALL 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 OR ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, OR REMOVAL OF THE FACILITIES IN, ON, ABOUT OR FROM THE

PREMISES, TRACK, OR FACILITIES 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 WITHOUT REGARD TO WHETHER ATTRIBUTABLE (IN WHOLE OR IN PART) TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE.

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

JONTHAN CHASTEK
Print Name

Signature

Signature

Title

PRESIDENT
Title

Date

Date

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, 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 _____, 2022, by Jonathan Chastek, as President of **Wheeling & Lake Erie Railway Company**, a Delaware corporation.

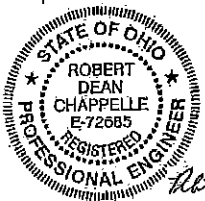
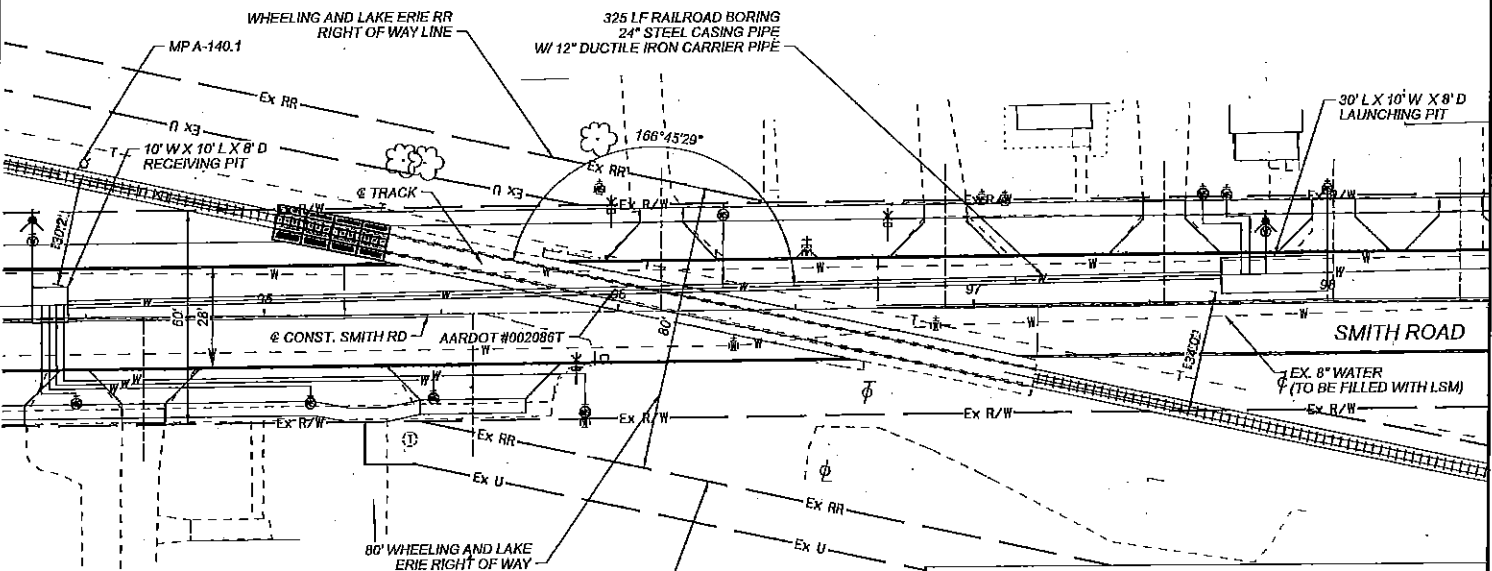
(SEAL)

Notary Public

My Commission Expires: _____
Commission No.: _____

MED-SMITH ROAD

MODEL: Dsgn PAPER92E: 11x8.6 (in.) DATE: 3/16/2022 TIME: 2:41:44 PM USER: rchappelle
 C:\2019\015486G_Design\112540_Smith\400-Engineering\RR\W\LE Permitt\112540_Smith_BU002.dgn



SCALE: 1" = 40' HORIZ
 1" = 10' VERT

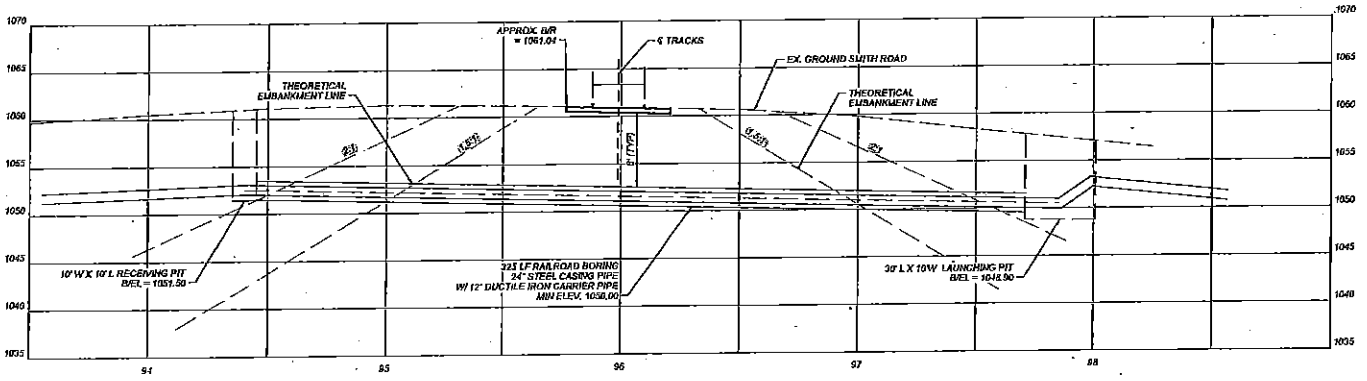
PROJECT: WEST SMITH ROAD
 FOR: CITY OF MEDINA WATER DEPARTMENT
 LOCATION: CITY OF MEDINA, MEDINA COUNTY, OHIO
 RAIL CROSSING: AARDOT #002086T
 DIVISION: AKRON SUBDIVISION
 SCALE: AS NOTED
 DATE: Revised - 3.21.22
 DRAWING NO. 1

AMERICAN
STRUCTUREPOINT
 ENGINEERING

PLATE 1 - PLAN

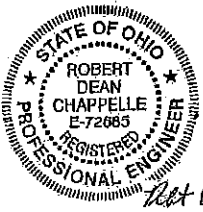
MED-SMITH ROAD

MODEL: Design PAPER SIZE: 11x8.5 (in) DATE: 3/18/2022 TIME: 2:42:34 PM USER: rdhays@le
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Influence zones revised per "General Shoring Requirements - UP Railroad" provided by the W&LE (3.15.2022). A PDF of this document is included with the revision for reference.

SCALE: 1" = 60' HORIZ
 1" = 15' VERT



Robert D. Chappelle

PROJECT: WEST SMITH ROAD
 FOR: CITY OF MEDINA WATER DEPARTMENT
 LOCATION: CITY OF MEDINA, MEDINA COUNTY, OHIO
 RAIL CROSSING: AARDOT #002086T
 DIVISION: AKRON SUBDIVISION
 SCALE: AS NOTED

DATE: Revised - 3.21.22
 DRAWING NO. 2

AMERICAN
 STRUCTUREPOINT
 DESIGN AGENCY

PLATE 2 - SECTION

Pipe Crossing Data Sheet

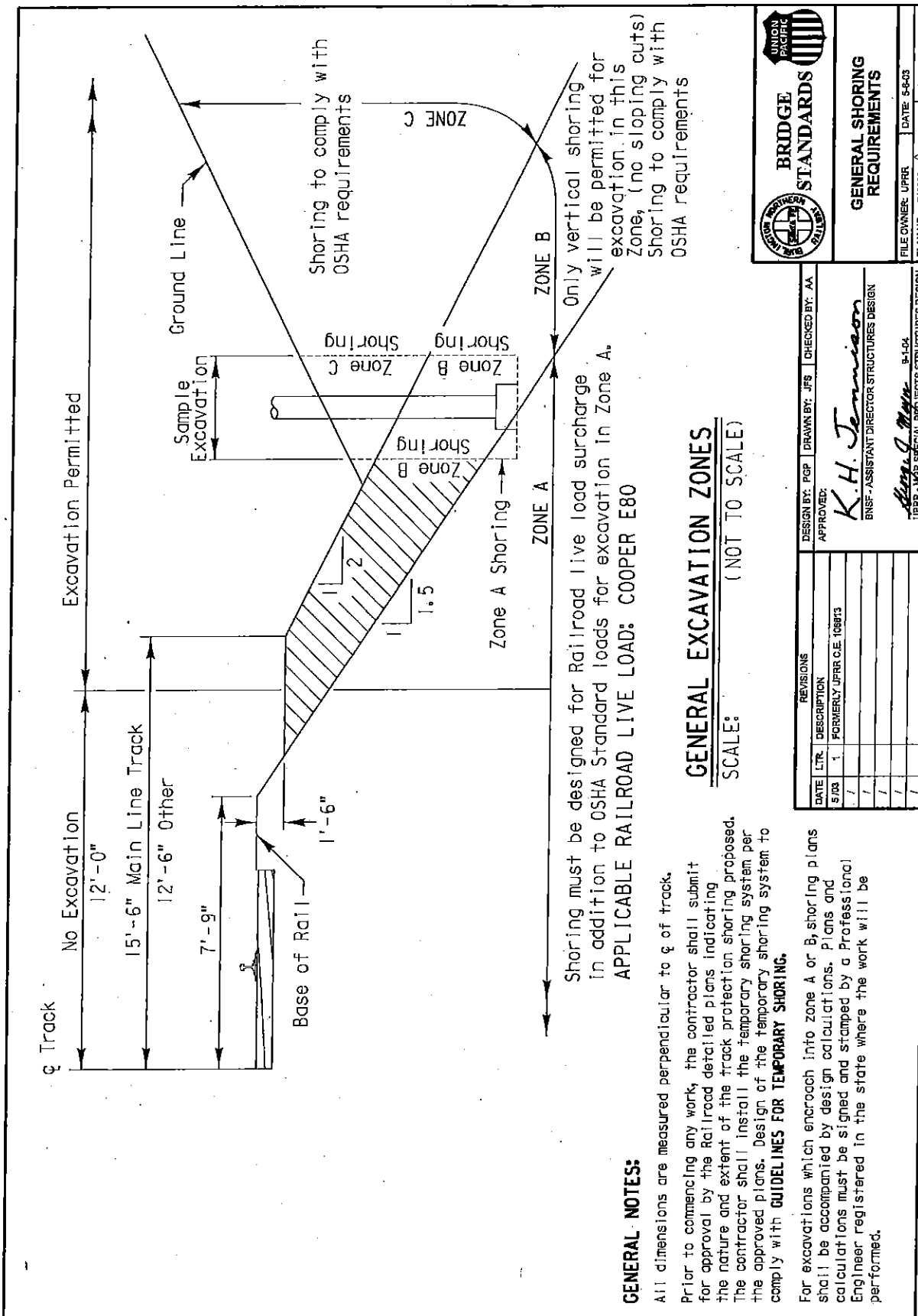
	Carrier Pipe	Casing Pipe
Contents to be handled	water	carrier pipe
Outside Diameter	13.2"	25"
Pipe Material, minimum yield strength	Ductile Iron Class 52 42,000 psi	Steel, 35000 psi
Specification and grade	Class 52, ANSI spec A21.51, Class 6	ASTM A53, GRADE B
Wall thickness	0.6"	0.5"
Actual Working pressure	150 psi min	N/A
Type of Joint, butt welded, fusion welded, interlocking, coupling or band, bolted, stab joint, glued or chemically bonded	Interlocking	Butt Welded
Coating	bituminous asphalt	N/A
Method of installation	N/A	Boring
Seals: Both ends: <input checked="" type="checkbox"/> One end: <input type="checkbox"/> Type: mortar or concrete bulkhead		
Bury: Base of rail to top of casing 8 feet 0 inches (meters)		
Bury: (Not beneath tracks) 8 feet 0 inches (meters)		
Bury: (Roadway ditches) N/A feet inches (meters)		
Type, size and spacing of insulators or supports hardwood blocks, spacing 7' or 3 sets of 3 per pipe length		
Distance C.L. track to face of jacking/receiving pits <u>see note A</u> Revised - 3.21.22		
Bury: Base of rail to bottom jacking/receiving pits 9' feet inches (meters)		
Cathodic protection? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Note A:

Jacking pit = 34 feet 0 inches
 Receiving pit = 30 feet 3 inches

PLATE IV

Information to be shown on plan section of
 drawings.



GENERAL NOTES:

All dimensions are measured perpendicular to ϕ of track.
 Prior to commencing any work, the contractor shall submit for approval by the Railroad detailed plans indicating the nature and extent of the track protection shoring proposed. The contractor shall install the temporary shoring system per the approved plans. Design of the temporary shoring system to comply with **GUIDELINES FOR TEMPORARY SHORING.**
 For excavations which encroach into zone A or B, shoring plans shall be accompanied by design calculations. Plans and calculations must be signed and stamped by a Professional Engineer registered in the state where the work will be performed.

Shoring must be designed for Railroad live load surcharge in addition to OSHA Standard loads for excavation in Zone A.
APPLICABLE RAILROAD LIVE LOAD: COOPER E80

GENERAL EXCAVATION ZONES
 SCALE: (NOT TO SCALE)

Only vertical shoring will be permitted for excavation in this zone, (no sloping cuts)
 Shoring to comply with OSHA requirements

BRIDGE STANDARDS
GENERAL SHORING REQUIREMENTS
 FILE OWNER: UPRR | DATE: 8-03
 PLAN NO.: 710000 | SHEET: 1 OF 1
 UPRR - M&R SPECIAL PROJECTS STRUCTURES DESIGN | B-104
 UPRR - M&R SPECIAL PROJECTS STRUCTURES DESIGN

DATE	REVISIONS	DESIGN BY:	DRAWN BY:	CHECKED BY:
5/03	1. FORMERLY UPRR C.E. 108873	PGP	JFS	AA
/				
/				
/				
/				

APPROVED: *K.H. Jenkinson*
 BNSF - ASSISTANT DIRECTOR STRUCTURES DESIGN

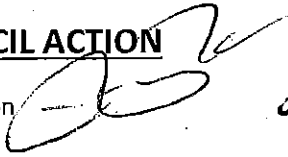
Figure 1

REQUEST FOR COUNCIL ACTION

*OK
DD Johnson
4-19-2022*

NO. RCA 22-107-4/25

FROM: Patrick Patton



COMMITTEE

DATE: April 19, 2022

REFERRAL:

Finance

SUBJECT: West Smith Reconstruction Project, Wheeling & Lake Erie Letter Agreement

This requests Council enter into the attached Letter Agreement with the Wheeling & Lake Erie Railway Company in order to allow the City to enter onto and make improvements within Wheeling's right of way on West Smith Road. This work is being done as a part of the West Smith Road Reconstruction project.

Thank you for your consideration.

ESTIMATED COST: No costs.

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:

April 12, 2022

Mr. Jeffery A. Davis, Jr.
Wheeling & Lake Erie Railway
100 E. First Street
Brewster, OH. 44613

Agreement No. _____

**SUBJECT: West Smith Road Construction
Wheeling & Lake Erie Railway Company
City of Medina, Medina County, OH.**

**Agency Reference: MED CR 0004 15.47 (West Smith Road)
PID No. 112540**

AARDOT No. 002086T

WLE Reference: Akron Subdivision Subdivision Mile Post MP A-140.1

Dear Jeff:

The proposed work is for the **CR 0004 15.47 (West Smith Road)** improvements adjacent to the existing at-grade crossing of WLE track in the **City of Medina, Ohio** at Subdivision Mile Post **MP A-140.1** includes full depth pavement replacement, concrete curb, sidewalk, waterline installation, and associated infrastructure improvements. Additional work to be coordinated with the W&LE railroad separate from PID 112540 includes the installation of additional concrete grade crossing panels to the north side of the curb line, to facilitate a smooth transition for the new sidewalk. Limits of the concrete panels as coordinated with the WLE railroad are included in the final plans for PID 112540. The proposed work for the road reconstruction and the separate grade crossing panel improvements are at the referenced location in the **City of Medina in Medina County**. The proposed work does not impact, affect, or alter any of the existing grade crossing signal equipment or detection. All work is independent of any railroad owned, operated, or managed signal and/or communication systems.

- 1) No work will commence until the Railway has approved the City's final plans for the project. All work will be performed in accordance with the approved plans, specifications and the attached Special Clauses in the Proposal.
- 2) During the performance of the work, temporary construction clearances of 22'-0" vertically above the top of rail and 13'-0" horizontally from the centerline of a track shall be maintained to any form work, false work or other temporary obstruction.
- 3) The City's Contractor will not be allowed to commence work on, over or alongside Railway property until the following conditions have been met:
 - a) The City has received notice from the Railway that the required insurance is satisfactory.
 - b) The City has received written authorization from the Railway to begin work on Railway property. The written authorization will include the name and telephone number of the local representative who must be contacted to arrange for flag protection.

c) All obligations of the City provided for in this agreement which require the expenditure of funds by the City shall terminate at the end of the future biennium, being June 30, 2025. If construction covered under said agreement is not completed by June 30, 2025, it is the expressed intention of the parties to renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2025 and ending no later than June 30, 2026; until such time as construction covered under said agreement is complete. Said renewal is conditioned upon the City determining future appropriations will permit the City to renew said obligations.

d) Contingent upon meeting requirements indicated above, the company shall permit the City and/or its contractor to enter upon lands owned or operated by the company to permit the construction and/or maintenance referenced herein.

4) Upon receipt of a Letter of Authorization received from the City, the Railway shall proceed with, and the City shall reimburse for all necessary force account work to accommodate the project, including but not limited to flagging and construction engineering. The City shall reimburse the railroad for applicable construction and engineering costs, based upon project billings rendered from the railroad in accordance with 23 CFR 140. The railroad shall render its billings to the City within 90 days in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records and substantiating data for such costs as may be necessary.

If you agree with the terms of this letter, please indicate your concurrence by signing in the space below and return one copy of this letter to me.

Sincerely,

Dennis Hanwell
Mayor, City of Medina

Accepted by Wheeling & Lake Erie Railway

By: _____

Title: _____

Date: _____

REQUEST FOR COUNCIL ACTION

OK
Art Harnock
4-19-2022

NO. RCA 22-108-4/25

FROM: Jansen Wehrley, Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: April 19, 2022

SUBJECT: Bids: Ray Mellert Parking Lot Expansion and Dog Park

This request is for permission to advertise, bid and award the Ray Mellert Parking Lot Expansion and Dog Park. This project will consist of increasing parking adjacent to N. Huntington Street by adding concrete parking areas north of the existing parking lot. In addition, a new enclosed dog park will be constructed within the park area.

The engineer's estimate for this project is as follows:

- Parking Lot Expansion= \$142,000.
- Dog Park = \$ 70,000..
- Total Project Cost = \$212,000.

The City has received a State of Ohio Capital Grant for this project. The Grant will pay 50% of the costs of the project, less 2% for administrative costs, up to a maximum of \$103,880. Funding for the project will be as follows:

- State Capital Grant = \$103,880.
- General Purpose Capital = \$ 75,000.
- Ward 3 Open Space = \$ 33,120.
- Total Project Cost = \$212,000.

The Engineering Department and Environmental Design Group has completed preparation of all design documents, including all necessary construction drawings and specifications.

ESTIMATED COST: \$212,000.

SUGGESTED FUNDING: General Purpose Capital (\$75,000) and Ward 3 Open Space (\$33,120)

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: The state grant requires us to be under contract by June 30, 2022; in order to accomplish this we will need to begin the bid process by the end of May, 2022.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

*ok
attached
4-29-2022*

REQUEST FOR COUNCIL ACTION

No. RCA 22-109-4/25

FROM: Nino Piccoli -Service Director

Committee: Finance

DATE: April 14, 2022

SUBJECT: Garbage Section 941.01-941.06

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization to consider and allow the necessary changes to Ordinance 941- Garbage to reflect current charges, practices and policies utilized in Sanitation operations.

Estimated Cost: \$0.00

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:

941.01 DEFINITIONS AND INCINERATOR SPECIFICATIONS.

(a) As used in this chapter:

(1) "Garbage" means that accumulation of animal, vegetable and other matter that results from the preparation, consumption, decay or storage of meats, fish, fowl, fruits, vegetables and all other food substances or other organic matter subject to rapid bacterial action and decay.

(2) "**Rubbish**" means that accumulation of material, such as paper, cardboard, rags, straw, felt, leather, wearing apparel, packing material, sweepings, small pieces of wood, crockery, glassware, ashes, tin, small metal objects and other refuse, dirt or other nonorganic matter which can be reduced in size so that it can be transported in and by vehicles that are provided by the City for that purpose.

(3) "Dwelling unit" means any separate and self-contained place of human habitation occupied or intended for occupancy by one or more persons, including, without limiting the generality of the foregoing, each separate and self-contained place of habitation in two-family residences, multiple-family residences, apartment buildings and those flats and apartments maintained incidentally but separately in nonresidential buildings.

(4) "Contract **rubbish** hauler" and "salvage dealer" means those licensed by the City.

(5) "Ordinary collection" means any residential or nonresidential **rubbish** and/or garbage collected on the regularly scheduled day in accordance with guidelines established by the Director of Public Service.

(6) "Properly prepared residential garbage and/or **rubbish**" means all residential waste materials according to the provisions of this chapter.

(7) "Properly prepared **rubbish** and/or garbage" means all that is contained within the closed lid of an approved sanitation collection container. All additional **rubbish** and/or garbage around the container is subject to additional charges.

(8) "Sanitation truck hopper" means the rear of the sanitation truck where garbage and/or **rubbish** is loaded for compaction and transport with a volume of 2.7 $\frac{1}{2}$ yards capacity in uncompacted loose form.

(9) "Special pick-up" means any residential **rubbish** and/or garbage collected other than the normal scheduled collection day.

(b) The following specifications are prescribed for garbage incinerators. A garbage incinerator shall:

(1) Be of a type tested, approved and listed by the American Gas Association in their current Directory of Approved Gas Appliances and Listed Accessories and shall be installed in accordance with the provisions of the National Building Code, current edition or other current standards of the American Insurance Association. If activated electrically, it shall be approved by and bear evidence of Underwriters' Laboratories, Incorporated approval.

(2) Operate so as to completely consume wet or dry garbage by burning it to ash without causing noise, offensive or noxious odors, vapors or gases, and without the discharge or emission into the atmosphere of sparks, ash or the powdered residue of the substance which has been burned.

(3) Comply with Ohio and United States Environmental Protection Agency regulations.

(Ord. 50-89. Passed 4-24-89.)

941.02 STORAGE OF GARBAGE; CONTAINERS.

(a) Every owner, tenant, lessee or occupant of any single-family residence, two family residence, multifamily residence, flat, apartment, hotel, restaurant, eating place, boarding house, store, school, church or any other dwelling unit, industry or place of business premises where garbage is or may be accumulated or produced, shall provide and keep within a building on the premises or within twenty-five feet therefrom, suitable and sufficient receptacles that meet the requirements of this chapter, without the escape of odors, containing all garbage that accumulates on such premises between the regular garbage collection dates. Any and all such garbage produced or accumulated by such owner, tenant, lessee or occupant shall be stored by him in such receptacles during the interim between regular garbage collection dates. Such receptacles shall be so placed that they are readily accessible for removal and emptying of the garbage therefrom by the collectors at the front line of the premises for each scheduled collection, and at all other times where they will not be a public nuisance or in any degree offensive.

When the placing of such receptacles at the front line of a premises causes a public nuisance or otherwise causes undesirable health problems or hazards, the Director of Public Service may advise the owner, tenant, lessee or occupant that scheduled collection will be made at or from other designated parts of the premises.

(b) All garbage, as defined in Section 941.01(a)(1), shall be drained of free water and wrapped in paper before it is placed in the can or receptacle.

(c) If suitable and sufficient containers of a size larger than one cubic yard are not provided, nonresidential and residential garbage and **rubbish** shall be placed in a plastic bag, securely tied, be of a minimum 1.5 mil thickness and not exceed thirty-five pounds or thirty gallons when filled. Suitable and sufficient metal and/or plastic containers may be used to store properly prepared garbage and/or **rubbish** and shall have two handles, a tight fitting lid and not exceed forty gallons in volume or thirty-five pounds in weight.

(d) Garbage may be reduced by finely grinding or shredding and flushing with water into the sanitary sewer system of the City, or by burning it at any time within properly constructed incinerators within buildings. Unless otherwise specifically provided for herein, the incineration of garbage, or the flushing of the same into the sanitary sewer system shall not excuse the owner, tenant, lessee or occupant from the collection charges provided for hereinafter.

(e) No person shall bury garbage within the corporation limits of the City.

(f) No person shall throw or deposit garbage upon any public or private property within the corporate limits of the City.

(g) No person shall permit rats or mice or other animals to live in or feed upon garbage.

(h) No person other than City employees shall collect garbage within the corporate limits or deposit garbage on any City landfill.
(Ord. 50-89. Passed 4-24-89.)

941.03 STORAGE OF RUBBISH; CONTAINERS.

(a) Every owner, tenant, lessee or occupant of any two-family residence, flat, apartment, hotel, motel, restaurant, eating place, boardinghouse, store, school, church, industry or place of business or any other premises where **rubbish** is produced shall provide and keep within a building, on such premises or within twenty-five feet therefrom suitable and sufficient metal containers for receiving and holding between collections all garbage and **rubbish** that accumulates on such premises. The containers shall be placed at the front line of the premises in time for the scheduled collection. All **rubbish** produced or accumulated by such owner, tenant, lessee or occupant shall be stored in such containers.

(b) Whenever the placing of containers at the front line of premises causes a public nuisance or otherwise causes undesirable health problems or hazards, the Director of Public Service may advise the owner, tenant, lessee or occupant that scheduled collections will be made at or from other designated parts of the premises.

(c) If suitable and sufficient containers of a size larger than one cubic yard are not provided, nonresidential and residential garbage and **rubbish** shall be placed in a plastic bag, securely tied, be of a minimum 1.5 mil thickness and shall not exceed thirty-five pounds or thirty gallons when filled. Suitable and sufficient metal and/or plastic containers may be used to store properly prepared garbage and/or **rubbish** and shall have two handles, a tight fitting lid and not exceed forty gallons in volume or thirty-five pounds in weight.

(d) Unless otherwise specifically provided for herein, the incineration of **rubbish** or use of contract **rubbish** haulers shall not excuse the owner, tenant, lessee or occupant from the collection charges provided for hereinafter to be defined as the minimum monthly charge.

(e) No person shall throw or deposit any **rubbish** upon any public or private property within the corporate limits of the City unless in compliance with the procedures described in this chapter.
(Ord. 50-89. Passed 4-24-89.)

941.04 COLLECTION DISTRICTS.

For the purpose of the collection of garbage and/or **rubbish**, as defined in Section 941.01, the Director of Public Service shall divide the City into as many districts as he deems necessary for the convenient collection thereof and he shall fix a day or days in each week on which garbage and/or **rubbish** will be collected by the City. The Director may arrange for collections of garbage and/or **rubbish** more often than once each week, if in his opinion and experience, such special collections are deemed proper for the maintenance of health and sanitation.
(Ord. 50-89. Passed 4-24-89.)

941.05 LICENSING OF COLLECTORS; FEE; REGULATIONS.

(a) **Rubbish** or industrial waste may be collected within the City in loose form or in containers of not less than eight cubic yards in size or in stationary compactors, by any person, firm or corporation after first obtaining a license from the Director of Public Service.

The license fee shall be two hundred dollars (\$200.00) per year and shall permit such person, firm or corporation to collect **rubbish** and industrial waste from a list that shall be submitted by the person, firm or corporation prior to the fifth day of each month. This list shall include the name and address of any person, firm or corporation by which the licensed hauler or dealer is employed.

(b) The Director shall inspect the equipment of all contract **rubbish** haulers and salvage dealers at intervals not to exceed six months, and shall suspend or revoke any license that has been issued when the contract **rubbish** hauler or salvage dealer is using equipment that is unsightly, inadequate to prevent the presence of rodents or vermin, or is inadequate to prevent **rubbish**, waste or salvage from being scattered on the streets or elsewhere in the City.

The Director may suspend or revoke the license of any person, firm or corporation who fails to submit the monthly report of his employers or who otherwise fails to comply with the provisions of this section.

(Ord. 50-89. Passed 4-24-89.)

941.06 COLLECTION RATES.

(a) Nonresidential and Residential with Containers. The City shall charge each school, church, industry, commercial establishment, place of business or other nonresidential building, or multifamily dwelling of four units or more that has assigned approved container collection of one cubic yard or larger on the basis and at the rate as follows:

(1) Container charges (monthly).

Number of Pick-ups per Week (\$5.50 per cubic yard)

Volume	1	2	3	4	5	6
1 cubic yard	\$22.00	\$44.00	\$66.00	\$88.00	\$110.00	\$132.00
2 cubic yards	44.00	88.00	132.00	176.00	220.00	264.00
3 cubic yards	66.00	132.00	198.00	264.00	330.00	396.00
4 cubic yards	88.00	176.00	264.00	352.00	440.00	528.00
5 cubic yards	110.00	220.00	330.00	440.00	550.00	660.00
6 cubic yards	132.00	264.00	396.00	528.00	660.00	792.00
7 cubic yards	154.00	308.00	462.00	616.00	770.00	924.00
8 cubic yards	176.00	352.00	528.00	704.00	880.00	1056.00

Containers of a size not specified shall be charged at a rate prorated in the manner prescribed above.

(2) Additional hourly charges shall be assessed to customers for failure to provide City workers reasonable access to **rubbish** or garbage to be collected or in any other way

impeding the process of efficient collection. Time shall be assessed at a rate of ~~sixty~~ [redacted] dollars (~~\$60.00~~) [redacted] per hour.

(b) Residential and Nonresidential Without Container Collection.

(1) A minimum monthly pick-up charge of fourteen dollars (\$14.00) per dwelling unit as defined by Section 941.01(a)(3) shall apply to all multifamily residential accounts of three units or less and to all nonresidential accounts that are not serviced by an approved collection container of one cubic yard or more. Multi-family residential accounts of four units or larger have the option of installing an approved collection container according to the plans and specifications on file from the Director of Service. All accounts that are serviced by an approved collection container of one cubic yard or larger shall be billed according to the container charges as defined in subsection (a)(1) hereof.

(2) Any residential special pick-up defined as a collection requested other than the regularly scheduled day shall have an additional ten dollars (\$10.00) charge.

(3) Unless otherwise specified in subsection (a)(1) hereof, the City shall charge each single-family residential and multifamily residential dwelling unit of three units or less fourteen dollars (\$16.00) per month for the pick-up of all garbage and normal household **rubbish** which is properly prepared as described in Section 941.01 (a).

(c) Other Charges (Nonresidential and Residential).

(1) A. For the producers of nonresidential or residential multi-family units of three or less, garbage and/or **rubbish** other than defined or as described in subsections (a) and (b) hereof requiring pick-up by the City Sanitation Department, a charge of five dollars and fifty cents (\$5.50) per cubic yard shall be assessed. Not properly prepared garbage and/or **rubbish** for residential units of three or less shall be charged at a rate of five dollars and fifty cents (\$5.50) per cubic yard. Cubic yardage shall be determined by sanitation truck hopper loads. There shall be a minimum charge of one cubic yard. For producers of garbage and/or **rubbish** in quantities larger than twenty-eight uncompacted cubic yards per pick-up, a partial truck load rate shall apply as follows:

Description (Panels)	Volume Compacted (Cubic Yards)	Flat Rate
1	6.2 [redacted]	\$135.00 [redacted]
2	12.4 [redacted]	270.00 [redacted]
3	18.6 [redacted]	405.00 [redacted]
4	24.8	540.00
5	31.0	675.00

Additional charges may be assessed if access to loading or other delays cause undue time to be expended in the collection prices as defined by subsection (a)(2) hereof.

(Ord. 146-05. Passed 6-13-05.)

B. 1. Roll off container rate schedule:

(Pull rates shall be set based upon location of required disposal site regardless of the number of pulls per week.)

\$100.00 - Medina Paper Recycling (20 minute round-trip)

\$125.00 [REDACTED] - Medina County Central Processing Facility (45-60 minute round-trip)

\$150.00 [REDACTED] - Zollinger sand and gravel (75-90 minute round-trip)

\$175.00 - Norton Environmental [REDACTED] [REDACTED] (105-120 minute round-trip)

\$200.00 Strongsville Transfer [REDACTED]

[REDACTED]

\$150.00 [REDACTED] - [REDACTED] (45-60 minute round-trip)

\$175.00 [REDACTED] - [REDACTED] (105-120 minute round-trip)

[REDACTED]

Accounts needing special consideration shall be set by the Board of Control. (Special consideration could be special handling, disposal site at a location further away, etc.)

(Ord. 210-05. Passed 9-12-05.)

2. Roll off container rental rate schedule: Accounts needing special consideration, such as special handling, disposal site at location further away, etc. shall be set by the Board of Control on the request of the Service Director. At no time shall the recommended rate be less than the cost of service.

[REDACTED]

(2) A. For multifamily residential accounts of four units or larger, the collection of special **rubbish** items including refrigerators, washers, dryers, stoves, hot water heaters, trash compactors, furnaces, couches, chairs, mattresses, box springs or other similar **rubbish** items shall be charged at the rate of ~~five dollars and twenty-five cents (\$5.25)~~ **five dollars and fifty cents (\$5.50)** per cubic yard. Charges shall be levied according to the

volume when placed in the truck hopper. A one-yard minimum charge shall apply to all special pick-up **rubbish**.

B. In observance of "Earth Week", local civic groups who register with the Service Director may have the materials they collect to help clean up the environment collected by the City at no charge during the month of April.

(3) A. Long term container rental schedule: The City shall charge each customer that specifically contracts with the City for the long term rental (in excess of two weeks) of a sanitation collection container the rental rate set forth below. Charges for partial monthly usage shall be prorated after rounding forward to the end of a service week. Customers who contract for use of a sanitation collection container for two weeks or less shall be charged in accordance with the schedule set forth in subsection (c)(3) hereof. Containers are available to qualified accounts based on availability. Long term rental customers shall be charged for collection according to the schedule set forth in subsection (a)(1) hereof. There shall be no minimum charge or maximum rental time for long term customers, however, the City reserves the right to withdraw any container at its discretion.

<u>Rear Load Containers</u>	<u>Monthly Rental</u>
<u>Volume (Cubic Yards)</u>	
1-8	\$ 8.00 \$ 10.00
<u>Front Load Containers</u>	<u>Monthly Rental</u>
<u>Volume (Cubic Yards)</u>	
1-8	\$ 6.00

~~B. Temporary container rental schedule: The City shall charge each customer that specifically contracts with the City for the temporary placement (two weeks or less) of a sanitation collection container the following rental and collection rates. Containers are available to qualified accounts on availability.~~

<u>Container</u> <u>Volume</u> <u>(cubic</u> <u>yards)</u>	<u>Rental</u> <u>Fee</u>	<u>Minimum</u> <u>Charge</u> <u>(pick up)</u>	<u>Additional</u> <u>(1st Pick up</u> <u>Charges</u>
1	\$ 10.00	\$ 5.50	\$5.50 per cubic yard
2	10.00	11.00	-
3	10.00	16.50	
4	10.00	22.00	
6	10.00	33.00	
8	10.00	44.00	

~~C. All single family residential container rentals shall be treated as temporary placements.~~

(4) Claims by the City or users of the service for reclassification shall be reviewed by the Board of Control. Copies of their conclusions shall be on file for review.

(5) Grass clippings shall not ~~be collected by the City and may not~~ be mixed with normal household **rubbish** or garbage ~~or with any other yard waste~~. Yard waste shall be separated from normal household **rubbish** and placed in approved metal or solid plastic containers not to exceed forty gallons in size or thirty-five pounds in weight. Containers shall have a secure handle(s) and solid bases. Yard waste may not be placed in paper boxes or paper or plastic bags.

(6) Tree limbs, brush and branches shall be cut to lengths between forty-eight and sixty inches. The limbs, brush and branches shall be tied into manageable bundles not exceeding twenty-four inches in diameter or thirty-five pounds in weight. These materials shall be collected by the City on the collection day ~~immediately following each~~ scheduled **rubbish** collection day. Yard waste such as limbs, trunks, stumps, etc. in excess of eight inches in diameter or thirty-five pounds in weight will not be picked up.

The City shall annually collect, at no charge, decorative evergreen trees and branches during the two to three-week period immediately following December 25.

(Ord. 146-05. Passed 6-13-05.)

(d) Customers Outside City Limits. Commercial hauling is permitted outside the corporate City limits in an area not-to-exceed the geographic boundaries of the four adjacent townships at a ten percent (10%) premium.

(Ord. 164-08. Passed 8-25-08.)

941.07 CHARGES A LIEN; DISCONNECTION OF WATER.

(a) Billing. The monthly charges provided for above shall be made directly against the real estate (premises) and the owners thereof, except that such charges may be billed directly to the current tenant, lessee or occupant. The City shall bill such charges monthly and allow at least ten days for payment.

(Ord. 56-96. Passed 3-25-96.)

(b) Each charge for the collection and disposal of garbage and/or **rubbish** that is levied pursuant to the provisions of this chapter shall be made a lien on the premises to which service was rendered after the expiration of thirty days from the last date on which such charge could have been paid without penalty, by the certification of such unpaid charge with penalty by the Director of Finance to the County Auditor for collection. It shall be placed on the tax duplicate, with interest and penalties allowed by law, and be collected as other Municipal taxes.

(c) In the event of failure to pay the billing for garbage and/or **rubbish** collection and disposal service, the City shall suspend or discontinue sanitation and water services to the delinquent premises until all unpaid billings have been paid in full. In the event of discontinuance of water service, the charge for restoration of service shall be collected.

(Ord. 50-89. Passed 4-24-89.)

(d) If the holder of the delinquent account has more than one account with the City of Medina, the delinquent accounts may be consolidated and the full amount owed billed to the current account.

(Ord. 39-10. Passed 2-22-10.)

941.08 SANITATION FUND.

The charges levied pursuant to this chapter shall be collected by the Utility Department and shall be deposited with the Director of Finance, and all money so deposited shall be credited to a separate and distinct fund, which shall be known as the Sanitation Fund. When appropriated by Council, such appropriation shall be subject to the order of the Director of Public Service and shall be used only by him solely for the payment of the costs and expenses of the operation, maintenance, repair and management of the Department of Sanitation. When new equipment or land is needed, the Director shall certify the facts to Council for appropriate action as to a special appropriation from the Fund.

(Ord. 50-89. Passed 4-24-89.)

941.99 PENALTY.

Whoever violates any provision of this chapter shall be fined not more than one hundred dollars (\$100.00). Each violation shall be a separate offense. Each day of a violation shall constitute a separate offense.

(Ord. 50-89. Passed 4-24-89.)