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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

FRIDAY, OCTOBER 13, 2023, 3:45 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING GYMNASIUM
524 Broad Street

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Meeting Minutes**
- V. [Public Participation](#)**
- VI. Administrative Items**
 - A. Personnel Consent Items
 - 1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2023-2024 school year, with a license effective date of July 1, 2023, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)
 - a) Supplemental Contracts
 - (1) Chad Williams, Varsity Softball Coach
 - b) Casey Kirven, Theater Tech
 - c) Volunteers
 - (1) Nicole Holbrook
 - (2) Beth Hoover
 - (3) Nina Rytwinski
 - (4) Jennifer Sterpka

B. Action Consent Items

1. Recommendation to approve the Storm Water Detention/Retention Basin Easement Agreement between the City of Wadsworth and the Wadsworth City School District Board of Education
2. Recommendation to approve the Water Main and Fire Hydrant Easement Agreement East between the City of Wadsworth and the Wadsworth City School District Board of Education
3. Recommendation to approve the Water Main and Fire Hydrant Easement Agreement West between the City of Wadsworth and the Wadsworth City School District Board of Education

VII. Adjournment

In accordance with State and Federal law, the District will provide reasonable accommodations to persons with disabilities who wish to attend and/or participate in school events. Such individuals should notify the Superintendent if they require a reasonable accommodation.

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
October 13, 2023
Agenda Detail Sheet**

VI. Administrative Items

B. Action Consent Items

- 1-3. **City of Wadsworth Easement Agreements:** The Easement Agreements (3) between the City of Wadsworth and the Wadsworth City School District Board of Education being recommended for approval are necessary for the new intermediate school building.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 9, 2023

The Wadsworth City Board of Education met in Regular Session on Monday, October 9, 2023, at **7:00 P.M** at James R. McIlvaine Performing Arts Center, 625 Broad Street.

ROLL CALL

Present **Batey, Gordon, McComas, Kramer, Stevens**

Absent

Administrators 13

Staff 5

Visitors 57

Student Liaison Tyler Blum

23-10-112 APPROVAL OF BOARD MINUTES

The motion was made by **Gordon**, seconded by **McComas**, to approve the following Board of Education Meeting Minutes:

Special Meeting September 26, 2023

VOTE: Yea - Gordon, McComas, Kramer, Stevens, Batey

Nay - None

Motion Carried,

STUDENT/STAFF RECOGNITION

STUDENT	GRADE	SCHOOL
Connor Ross	04	Franklin
Griffin Dunwald	04	Isham
Aric Criss	04	Lincoln
Emma Meisterics	04	Overlook
Tobyn Hummer	04	Valley View
Dominic Boarman	05	CIS
Colby Nicholson (will be recognized at November BOE meeting)	08	WMS
Owen Ripplinger	12	WHS Career-Technical
Tanner SirLouis	12	WHS

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Discussion: November 2023 BOE Meeting will be November 20, 2023.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 9, 2023

- B. Discussion: Student fees.
- C. September 22 Staff Professional Development Day.

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

23-10-113 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Batey**, to adopt the Personnel Consent Items from the October 9, 2023, Regular Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Resignations

- a) Ginger Hawanchak Classified Employee (eff. 09/29/23)
- b) Michael Irwin Boys' Varsity Asst. Track Coach (suppl.)
- c) Bianca Fortney Winter Freshman Cheerleading Coach (suppl.)

2. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2023-2024 school year, with a license effective date of July 1, 2023, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the Board.)

a) Non-Teaching Employees

- | | | |
|--------------|------------------------|-----------------|
| Barbara Mick | Student Attendant | (eff. 10/09/23) |
| Amanda Moore | Special Education Aide | (eff. 10/09/23) |
| Renee Kozma | Student Attendant | (eff. 10/09/23) |

b) Classified Substitutes

- | | |
|-----------------|-----------------|
| Katy Croft | (eff. 09/28/23) |
| Kayla Caplinger | |
| Joseph Darcey | (eff. 10/05/23) |
| Lisa Freno | |
| Donna Kilbert | (eff. 10/05/23) |
| Dominic Lobello | |

RECORD OF PROCEEDINGS

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- c) Kirk Kresowaty High School Security Monitor Substitute
- d) Supplemental Contracts
 - Kristy Doyle WMS Cheerleading Asst. Coach (Vol.)
 - Samantha Herman Varsity Asst. Swim Coach
 - Peggy Galata Winter Freshman Cheerleading Coach (suppl.)
- e) Event Workers
 - Pam Csaky
 - Danielle Gaugler
 - Debbie Lake
 - Samantha Quallich
- f) Volunteers
 - Emily Hoff
 - Cheree Johnston
 - Juanita Kollar
 - Haley Mack
 - Amanda McFarland
 - Alesia Riffle
 - Breanna Shank
 - Nina Shultz
 - Bethany Wagoner
 - Angela Watters
 - Staci Wittig
 - Nancy Buchanan
 - Robyn Foisy
 - Laura Gargus
 - Kendra Gundakunst
- g) WHS Formal Dance Monitors (\$50)
 - Dave Derrig
 - Danielle Gaugler
 - Kelly Gnap
 - Jackie Knorr
 - Debbie Lake
- h) Certified Substitutes
 - Brooke Wightman

RECORD OF PROCEEDINGS

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3. Recommendation to approve unpaid leave for Natalie Melchiorre from the end of her allowable sick leave through May 31, 2024.
4. Recommendation to approve unpaid leave for Ashley Bonenfant from the end of her allowable sick leave through April 5, 2024.
5. Recommendation to amend the unpaid leave for Lindsay Rohrbach from the end of her allowable sick leave through March 1, 2024.
6. Recommendation to approve unpaid leave for Dianna Culbertson from the end of her allowable sick leave through June 2, 2024.

VOTE: Yea – McComas, Kramer, Stevens, Batey, Gordon
Nay – None

Motion Carried,

23-10-114 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Batey**, to adopt the Action Consent Items from the October 9, 2023, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve a second reading and adoption of Board of Education Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students.
2. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, 3317.08, and 3313.841 O.R.C. between the Brunswick Board of Education and the Wadsworth City Schools Board of Education for the 2023-2024 school year. **(ATTACHED)**
3. Recommendation to approve the Complimentary Pass Resolution for the 2023-2024 school year. **(ATTACHED)**
4. Recommendation to approve the Agreement between The Goodwill Industries of Akron, Ohio and the Wadsworth City School District Board of Education for the period of September 11, 2023 through May 31, 2024.. **(ATTACHED)**

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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5. Recommendation to approve the Service Agreement between Cornerstone Psychological Services and the Wadsworth City School District Board of Education for the period of September 29, 2023 through October 9, 2024. **(ATTACHED)**
6. Recommendation to approve the Non-Public Title 1 Interagency Agreement between Barberton City Schools, Sacred Heart of Jesus School, and the Wadsworth City School District Board of Education for the 2023-2024 school year. **(ATTACHED)**
7. Recommendation to approve the Bilingual School Psychologist Services Estimate. **(ATTACHED)**
8. Recommendation to approve the Memorandum of Understanding between the Wadsworth Educational Support Personnel Association OEA/NEA and the Wadsworth City School District Board of Education. **(ATTACHED)**
9. Recommendation to approve the following Agreements of Articulation with The University of Akron: **(ATTACHED)**
 - a) College of Business & Four Cities Compact
 - b) College of Business & Wadsworth City School District Board of Education
10. Recommendation to approve the following Agreements of Articulation between The University of Akron College of Health and Human Sciences and the Wadsworth City School District Board of Education, on behalf of the Four Cities Compact: **(ATTACHED)**
 - a) Pharmacy Technician Program
 - b) Exercise Science Program
 - c) Allied Health Program
 - d) Advancement to Nursing Program
11. Recommendation to approve the Room and Event Contract between Kalahari Resorts & Conventions and the Wadsworth City School District Board of Education. **(ATTACHED)**

VOTE: Yea – Kramer, Stevens, Batey, Gordon, McComas
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 9, 2023

ITEMS OF THE TREASURER

23-10-115 Upon the recommendation of Treasurer Beeman, the motion was made by **Batey**, seconded by **McComas**, to adopt the Action Item of the Treasurer from the October 9, 2023, Regular Meeting, as presented:

A. ACTION ITEM

1. Recommendation to accept the September financial reports as presented and subject to audit.

VOTE: Yea – Stevens, Batey, Gordon, McComas, Kramer
Nay – None

Motion Carried,

LEGISLATIVE UPDATE

KRAMER: Stated 187 will be up for a hearing on the House floor on Wednesday, October 11.

BEEMAN: Provided an update on HB 187 and the potential impact on local government. HB 187 is a bill to phase in the increased assessed valuation because of reappraisal or a triennial update. The companion bill is SB 153.

Proposed HS 247 will change school boards from being nonpartisan.

KRAMER: Provided an update on the change of the Ohio Dept. of Education to the Department of Workforce and Education and the ongoing litigation.

Reminded everyone to vote.

BOARD MEMBER ITEMS

TYLER

BLUM: Mentioned that last week WHS had a pep rally and homecoming. This week the Football team travels to Maryland. The choir concert is later this week. Senior leaf raking day is November 2. The choir is going to Chicago later this month. Many clubs have started. FASFA night for college financing is later this month. No school this Friday.

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GARY

MCCOMAS: Wished the football team safe travels to Maryland. Good luck to the volleyball team as they enter districts and to all other teams as they finish their season.

JULIE

BATEY: Mentioned Senior Leaf raking day. WHS PTO is looking for food donations to feed the seniors prior to the senior leaf raking day. Career talks are held at WHS monthly and provide a great opportunity for our HS students to explore different careers. CIS is beginning their character strong education. Recognized that October is anti-bullying month and all the great programs occurring in our buildings this month to support this initiative.

AMANDA

GORDON: Excited to see the articulation agreements with The University of Akron and our collaboration for these programs. Wished the football team the best of luck in Maryland.

LINDA

KRAMER: Recognized all our fall athletes for their success this fall.

JILL

STEVENS: Congratulated the fall sports teams and enjoyed all the senior nights. Hoped everyone had a great homecoming weekend. Thanked all of the band volunteers that continue to operate our concession stands. Recognized the 8th grade volleyball team that greeted MS students this morning.

EXECUTIVE SESSION

WHEREAS, a public board of education may hold an executive session only after a majority of a quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

A. ***To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:***

1. Appointment
2. ***Employment***
3. Dismissal
4. Discipline

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- 5. Promotion
 - 6. Demotion
 - 7. Compensation
 - 8. Investigation of charges/complaints (unless public hearing requested).
- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. ***Matters required to be kept confidential by Federal law or rules or State statutes.***
- F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2 and E as listed above.

EXECUTIVE SESSION

23-10-116 The motion was made by **Gordon**, seconded by **McComas**, to enter Executive Session at **8:10** p.m.

VOTE: Yea – Batey, Gordon, McComas, Kramer, Stevens
Nay – None

Motion Carried,

EXECUTIVE SESSION recessed at **9:21** p.m.

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Date: October 9, 2023

ADJOURNMENT

23-10-117 The motion was made by **McComas**, seconded by **Gordon**, to adjourn at **9:21** p.m.

VOTE: Yea – Gordon, McComas, Kramer, Stevens, Batey
Nay – None

Motion Carried,

(Signed) _____
Jill Stevens, President

(Attested) _____
Douglas D. Beeman, Treasurer

STORM WATER DETENTION / RETENTION BASIN EASEMENT

AGREEMENT made on October_____, 2023_____ between Wadsworth City School District Board of Education of Wadsworth, Ohio_____, hereinafter called OWNERS and the City of Wadsworth, Ohio; having its principal office at 120 Maple Street, Wadsworth, Ohio; hereinafter called CITY. The parties agree as follows:

SECTION ONE

CONVEYANCE OF EASEMENT

In consideration of one dollar and other valuable consideration to them paid, receipt of which is hereby acknowledged, OWNERS hereby grant and convey to the CITY, its successors and assigns forever, an easement for the inspection of a storm water detention/retention basin and appurtenances, the location of said easement being described as follows:

See Attached Exhibit A - Legal Description

See Attached Exhibit B - Easement Drawing

See Attached Exhibit C – Detention Basin Maintenance Agreement

SECTION TWO

CONSTRUCTION AND MAINTENANCE

The storm water detention/retention basin and appurtenances to be constructed within the easement as described above shall be constructed by the OWNERS who will benefit from the detention/retention basin. The OWNERS shall maintain the basin including outlet control structure and appurtenant piping. The OWNERS shall mow the

basin on a regular basis, shall repair erosion problems in the embankment, shall remove debris and maintain in accordance with the Detention Basin Maintenance Agreement, and shall prevent the basin from becoming a nuisance or odor problem.

The CITY shall have a right-of-way to enter that portion of the subject property, which is more fully and adequately described above, for the sole purpose of inspecting the storm water detention/retention basin and appurtenances.

OWNERS shall not erect any buildings, fences, structures or obstruction of any type upon the easement, described in Section One above, without the written consent of the Director of Public Service of the CITY.

In the event that the CITY exercises this easement after initial construction for access and actually enters the subject property or causes its employees, agents, or independent contractors to enter the subject property for any of the limited purposes stated above, the CITY will restore the OWNER'S property, except buildings, fences or other structures located within the easement, to as good a condition as it was before such action. If buildings, fences or other structures, that are located within the easement, must be moved, the OWNER is responsible for the movement of said obstructions. If the obstructions are not cleared by the OWNER after receiving reasonable written notice, the City may move the buildings, fences or other structures and will not be responsible for any replacement of, or damage to, said buildings, fences or other structures.

SECTION THREE

TITLE OF OWNERS

OWNERS expressly represent that they are the owners of the described premises and have the legal right to grant to the CITY the easement described herein.

SECTION FOUR
EASEMENT TO RUN WITH THE LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns. Permanent Parcel Number: _____.

IN WITNESS WHEREOF, the OWNERS have executed this Easement Agreement at Wadsworth, Ohio; the day and year first above written.

WADSWORTH CITY SCHOOL DISTRICT

BY: _____

ITS: _____

STATE OF OHIO)

MEDINA COUNTY)

Before me, a notary public in and for said County and State, personally appeared the above named _____ (insert name) who is the _____ (insert title) of Wadsworth City School District who acknowledged that he/she signed the foregoing instrument and that the same is his/her free act and deed.

IN WITNESS WHEREOF, I have set my hand and official seal at Wadsworth, Ohio, on the _____ day of _____, 2023.

Notary Public

My commission expires: _____

ACCEPTANCE OF EASEMENT

THIS EASEMENT accepted by the City of Wadsworth, Ohio, this _____ day of _____, _____ pursuant to Ordinance No. **15-039**.

APPROVED:

CITY OF WADSWORTH

By _____
Robert J. Patrick
Director of Public Service

Prepared by: City of Wadsworth

EXHIBIT "A"



**Diversified
Engineering Inc.**
CONSULTING ENGINEERS & SURVEYORS

DESCRIPTION OF A DETENTION POND EASEMENT

Situated in the City of Wadsworth, County of Medina and State of Ohio, being a Replat of Lot 9639, 1867, 8859 & 8860, being the centerline of a 16' Watermain easement being 8' east and west of the following described centerline as follows:

Commencing at a Found 5/8" I. Pin (Lewis Land) at the Northwest corner of Morningview Ridge Subdivision, Replat No. 1 as recorded in Plat Doc. 2008PL000043; thence North 28°12'49" West, a distance of 4.72 feet to the **Point of Beginning** for the following Detention Pond Easement;

- Course No. 1 thence South 32°05'22" West, a distance of 54.28 feet to a point;
- Course No. 2 thence South 48°41'24" West, a distance of 74.75 feet to a point;
- Course No. 3 thence South 89°41'26" West, a distance of 29.52 feet to a point;
- Course No. 4 thence North 07°32'26" West, a distance of 152.84 feet to a point;
- Course No. 5 thence North 67°24'48" East, a distance of 32.05 feet to a point;
- Course No. 6 thence North 74°29'40" East, a distance of 97.58 feet to a point;
- Course No. 7 thence South 90°00'00" East, a distance of 82.66 feet to a point;
- Course No. 8 thence South 75°26'09" East, a distance of 73.04 feet to a point;
- Course No. 9 thence South 54°27'33" East, a distance of 6.63 feet to a point;
- Course No. 10 thence North 35°32'27" East, a distance of 14.55 feet to a point;
- Course No. 11 thence South 54°44'08" East, a distance of 20.00 feet to a point;
- Course No. 12 thence South 35°32'27" West, a distance of 34.24 feet to a point;
- Course No. 13 thence South 69°54'56" West, a distance of 75.69 feet to a point;
- Course No. 14 thence South 77°08'14" West, a distance of 83.70 feet to the **Point of Beginning**.

This description was made from a survey by David J. Kroger, P.S., Ohio Registration No. S-8329, for Diversified Engineering Inc., in June 8, 2023, but subject to all legal roads, highways, rights of way, easements and leases of record.

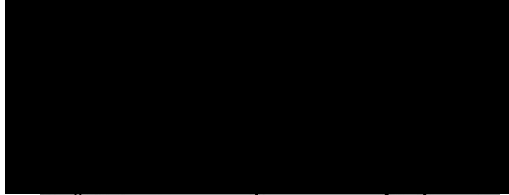


Diversified Engineering Inc.

CONSULTING ENGINEERS & SURVEYORS

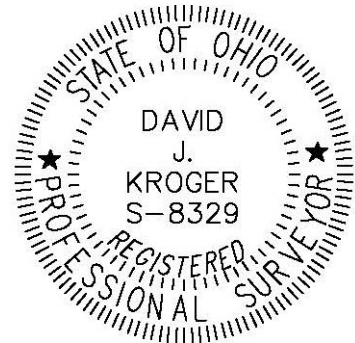
m The Basis of Bearing is Ohio State Plane Coordinates, North Zone, NAD 1983.

All iron pins set are 30 inch X 3/4 inch round steel bars with plastic caps stamped "RLS 8329".



10/9/2023

David J. Kroger, P.S. Professional Surveyor No. S-8329 Date



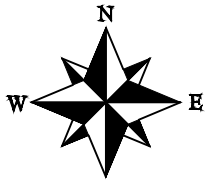
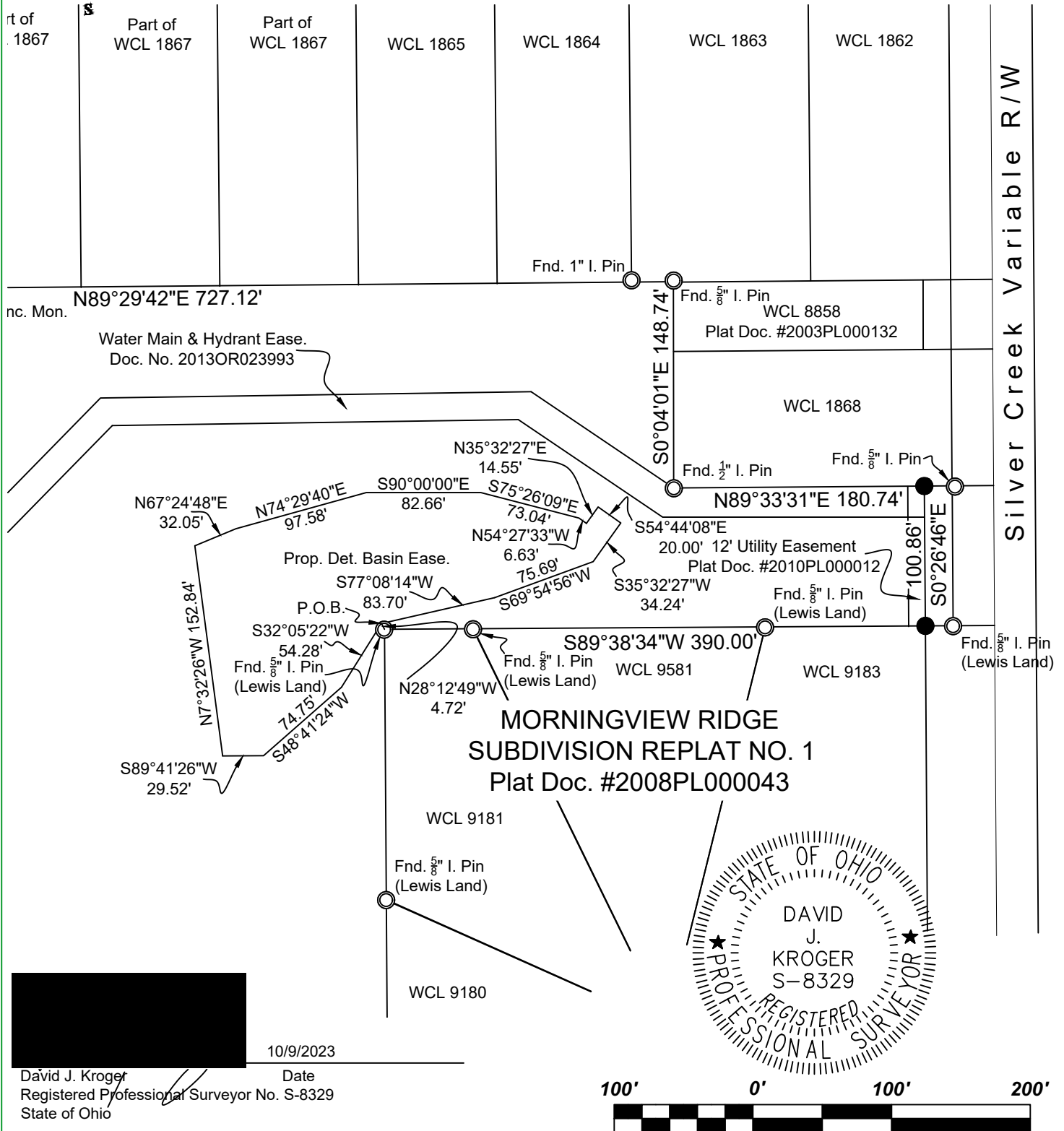


EXHIBIT "B"

Situated in the City of Wadsworth, County of Medina and State of Ohio, being a Replat of Lot 9639, 1867, 8859 & 8860



C:\Civil 3D Projects\AEZ\DEI Jobs\ENG-2251\ENG-2251 City Plat.dwg, 10/9/2023 11:34 AM

David J. Kroger
Registered Professional Surveyor No. S-8329
State of Ohio

10/9/2023

ISSUE DATE 10/9/23 SCALE 1" = 100'
SURVEYED BY DJK DATE 6/18/23
DRAWN BY DJK DATE 10/9/23
CHECKED BY DJK DATE 10/9/23

FILE ID: ENG-2251 CITY PLAT



Diversified Engineering Inc.
CONSULTING ENGINEERS & SURVEYORS

175 RAY AVENUE, N.E.
NEW PHILADELPHIA, OH 44663
Phone: (330) 364-1631 Fax: (330) 364-4031
e-mail: dei@div-eng.com Web: www.div-eng.com

PLAT OF SURVEY

Detention Basin Easement

120 Maple Street
Wadsworth, Ohio 44281

SHEET NO:

1 / 1

EXHIBIT "C"

DETENTION BASIN LONG TERM MAINTENANCE AGREEMENT

This Detention Basin Long Term Maintenance Agreement, made this ____ day of October _____ 2023, by and between the **Wadsworth City School District Board of Education** (hereafter referred to as the Owner) and the **City of Wadsworth, Ohio** (hereafter referred to as the City), provides as follows:

WHEREAS, the Owner is responsible for certain real estate shown as Tax Map No. _____ (**parcel number**) that is to be developed as the new intermediate school and referred to as the Property; and,

WHEREAS the Owner is providing a storm water management system consisting of the following storm water management practices **storm water utility piping, structures, orifices, headwall, overall grading, micropool, forebay, and landscaping** as shown and described on the attached **Sheets C300 Grading Plan, C608 Hydrodynamic Separator Details and C609 Detention Basin Details** ; and,

WHEREAS, to comply with the Codified Ordinances of the **City of Wadsworth, Ohio** Comprehensive Storm Water Management, pertaining to this project, the Owner has agreed to maintain the storm water management practices in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

A. FINAL INSPECTION REPORTS AND AS BUILT CERTIFICATION

The Owner shall certify in writing to the City within 30 days of completion of the storm water management practices that the storm water management practices are constructed in accordance with the approved plans and specifications. The Owner shall further provide As Built Certifications of the locations of all access and maintenance easements and each storm water management practice, including those practices permitted to be located in, or within 50 feet of, water resources, and the drainage areas served by each storm water management practice.

B. MAINTENANCE PLANS FOR THE STORM WATER MANAGEMENT PRACTICES

1. The Owner agrees to maintain the storm water management practices in accordance with approved Maintenance Plans listed in #2 below and in a manner that will permit the storm water management practices to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved Comprehensive Storm Water Management Plan. This includes all pipes and channels built to convey storm water to the storm water management practices, as well as structures, improvements, and vegetation provided to control the quantity and quality of the storm water.
2. The Owner shall provide a Maintenance Plan for each storm water management practice. The specific Maintenance Plans for each storm water management practice are generally as follows:

Maintenance of Water Management Ponds

- (a) Stormwater Pond Maintenance. To be completed MONTHLY and AFTER HEAVY STORM EVENTS.
 - (1) Remove floating debris.
 - (2) Remove woody vegetative growth from pond area including embankments.
 - (3) Remove trash and/or accumulated sediment.
 - (4) Remove obstructions in orifices and/or outlets.
 - (5) Remove debris from overflow spillway and grates.
 - (6) Mowing of turfgrass lawn embankments during the growing season (April – November).
- (b) Stormwater Pond Maintenance. To be completed ANNUALLY.
 - (1) Repair erosion to outfall or spillway.
 - (2) Repair and/or replace damaged structures, such as catch basins, risers, pipes, and headwalls.
 - (3) Repair animal burrows and/or other leaks in the dam structures.
 - (4) Mow embankments and remove woody vegetation on embankments.
 - (5) Inspect and remove invasive plants.
 - (6) Mowing of native species areas (except micropool and forebay) one during the fall (October-November).

- (7) Dredge pond between 5 and 7 years or as required to maintain the required design elevation per the approved plans, and then thereafter on a 15-year cycle or as necessary to retain design capacity.

Maintenance of Hydrodynamic Separator

- (a) Stormwater Separator Maintenance. To be completed SEMI-ANNUALLY (spring and fall), more often if found necessary.
 - (1) Inspect and measure depth of sediment.
 - (2) When sediment is found to be 9" deep from bottom of manhole (3'-3" down from water surface).
 - i. Remove floating debris.
 - ii. Remove hydrocarbons.
 - iii. Remove sediment.
3. The Owner shall perform all maintenance in accordance with the above Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as reasonably requested in writing by the City .

C. INSPECTION AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES

1. The Owner shall submit Inspection Reports in writing to the **City** engineer within 30 days after each inspection. The reports shall include the following:

The date of inspection; _____

Name of inspector; _____

The condition and/or presence of:

(i) _____

(ii) _____

(iii) _____

(iv) _____

(v) _____

(vi) _____

(vii) _____

(viii) Any other item that could affect the proper function of the Facility.

4. The Owner grants permission to the **City** to enter the Property and to inspect all aspects of the storm water management practices and related drainage whenever the **City** deems necessary. The **City** shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.

5. The Owner shall make or begin making all repairs within ten (10) days of their discovery through Owner inspections or through a request from the **City**. If repairs will not occur within this ten (10) day period, the Owner must receive written approval from the **City** engineer for a repair schedule.
6. In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the storm water management practices, or if the Owner fails to maintain the storm water management practices in accordance with the approved design standards and Maintenance Plan, or, in the event of an emergency as determined by the **City** in its sole discretion, and after providing reasonable written notice to the Owner, to enter the property and take whatever steps reasonably necessary to correct deficiencies and to charge the cost of such repairs to the Owner. The Owner shall reimburse the **City** upon demand, within thirty (30) days of receipt thereof for all actual cost reasonably incurred by the **City**, but subject to the legal requirements for appropriation of funds governing the Owner.. Nothing herein shall obligate the **City** to maintain the storm water management practices. Nothing herein shall require the Owner to spend or appropriate public funds in a manner not permitted by law or perform any duties or obligations it is not legally permitted to perform.

D. FUNDING

The Owner is responsible for funding the inspection, operation, and maintenance of the storm water management practices listed in this Agreement.

E. PROHIBITION OF ALTERATIONS

The Owner is prohibited from altering the design of the BMP(s) without prior written approval from the City of Wadsworth Engineer.

F. INDEMNIFICATION

1. Intentionally omitted.
2. The parties hereto expressly do not intend by this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Inspection and Maintenance Agreement.

3. This Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the Property.
4. The current Owner shall promptly notify the **City** when the Owner legally transfers any of the Owner's responsibilities for the storm water management practices. The Owner shall supply the **City** with a copy of any document of transfer, executed by both parties.
5. Upon execution of this Agreement, it shall be recorded in the Medina County Recorder's Office.

IN WITNESS WHERE OF, the Owner has caused this Inspection and Maintenance Agreement to be signed in its names by a duly authorized person.

(Sign) Individual Owner

(Please type)

By: _____
Appropriate Community official

Prepared by: The City of Wadsworth

CIVIL / MEPFP ENGINEER
THORSON BAKER ASSOC.
3030 W. STREETSBO ROAD (RT. 303)
RICHFIELD, OH 44286

STRUCTURAL ENGINEER
STUDIO NYL
2995 BASELINE ROAD UNIT 314
BOULDER, CO 80303

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4567 WILLOW PARKWAY
CLEVELAND, OH 44125

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363 WEST ERIE, SUITE 400
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141 WEST JACKSON BLVD, SUITE 2080
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 800 EAST NORTHWEST HIGHWAY, SUITE 208
 MT. PROSPECT, ILLINOIS 60056

ARCHITECTURAL CONSULTANT
BSHM ARCHITECTS, INC.
1020 GOODALE BLVD.
COLUMBUS, OHIO 43212

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1020 GOODALE BLVD.
COLUMBUS, OHIO 43212

NOT FOR CONSTRUCTION

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1	9/29/2023	ISSUE FOR BID
No.	Date	Issue

Project Number	
Drawn	
Checked	
Proj. Arch./Eng.	



WADSWORTH CITY SCHOOLS -
INTERMEDIATE SCHOOL

675 BROAD STREET
WADSWORTH, OH 44281

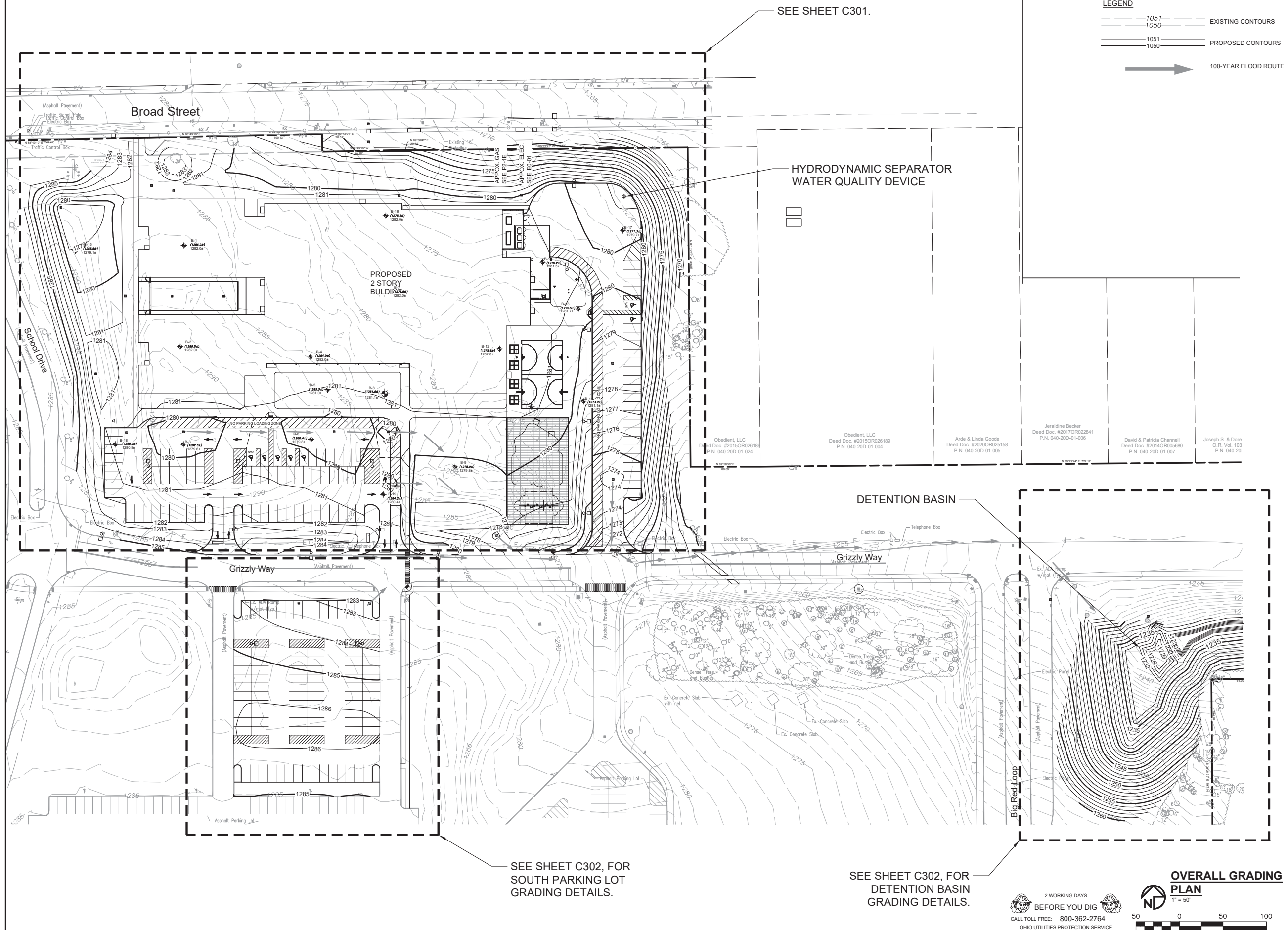
Project Name

OVERALL GRADING PLAN

Sheet Name

Drawing No.

C300



SEE SHEET C302, FOR
DETENTION BASIN
GRADING DETAILS.

OVERALL GRADING

PLAN

$$1'' = 50'$$


50 0 50 100



2 WORKING DAYS



 BEFORE YOU DIG 
CALL TOLL FREE: 800-362-2764
OHIO UTILITIES PROTECTION SERVICE

Project Information			
Project Name	WIS	Option #	A
Country	UNITED STATES	State	Ohio
		City	wadsworth

Contact Information			
First Name	BOB	Last Name	HOWELL
Company	Thorson Baker + Associates	Phone #	330-659-6688
Email	RHOWELL@THORSONBAKER.COM		

Design Criteria			
Site Designation	HDS 1	Sizing Method	Net Annual
Screening Required?	Nc	Drainage Area (ac)	0.63
Groundwater Depth (ft)	10 - 15	Pipe Invert Depth (ft)	5 - 10
Multiple Inlets?	No	Grate Inlet Required?	Yes
Required Particle Size Distribution?	No	90° between two inlets?	N/A
Runoff Coefficient	0.80	Rainfall Station	122 - Cleveland Airport, OH
		TC (Min)	10

Treatment Selection			
Treatment Unit	CASCADE SEPARATOR	System Model	CS-4

NOTE:
REQUIRED AVE. ANNUAL RUNOFF TREATMENT > 90%
NET ANNUAL TREATMENT EFFICIENCY = 93.2%



SECTION (_____)
STORM WATER TREATMENT DEVICE

1.0 GENERAL

- This item shall govern the furnishing and installation of the Cascade Separator™ by Contech Engineered Solutions LLC, complete and operable as specified herein, in accordance with the requirements of the plans and contract documents.
- The Contractor shall furnish all labor, equipment and materials necessary to install the storm water treatment device(s) (SWTD) and appurtenances specified in the Drawings and these specifications.
- The manufacturer of the SWTD shall be one that is regularly engaged in the engineering design and production of systems deployed for the treatment of storm water runoff for at least five (5) years and which have a history of successful production, acceptable to the Engineer. In accordance with the Drawings, the SWTD(s) shall be a Cascade Separator™ device manufactured by:

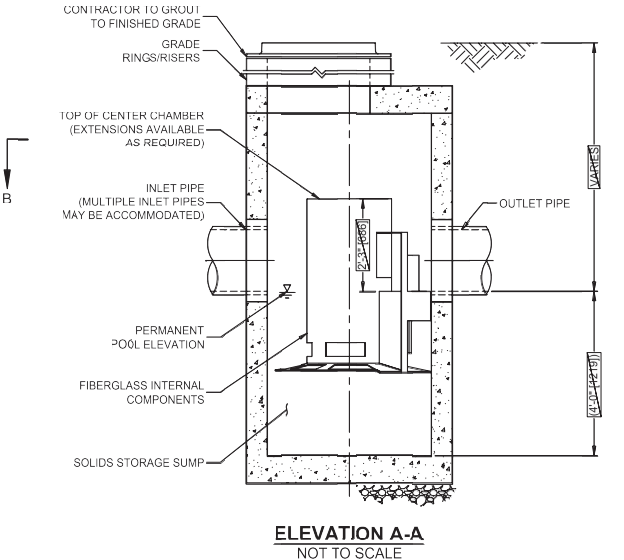
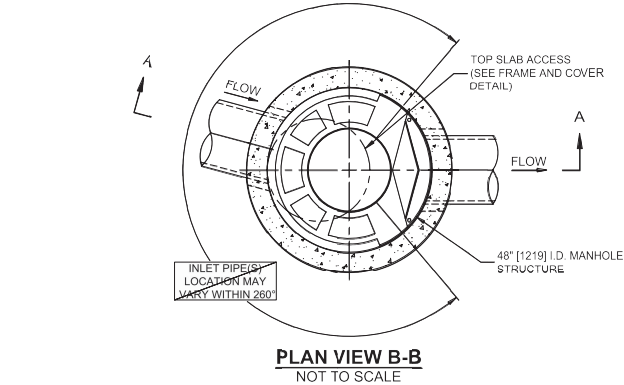
Contech Engineered Solutions LLC
9025 Centre Pointe Drive
West Chester, OH, 45069
Tel: 1 800 338 1122

1.4 Related Sections

- Section 02240: Dewatering
- Section 02260: Excavation Support and Protection
- Section 02315: Excavation and Fill
- Section 02340: Soil Stabilization

- All components shall be subject to inspection by the engineer at the place of manufacture and/or installation. All components are subject to being rejected or identified for repair if the quality of materials and manufacturing do not comply with the requirements of this specification. Components which have been identified as defective may be subject for repair where final acceptance of the component is contingent on the discretion of the Engineer.
- The manufacturer shall guarantee the SWTD components against all manufacturer originated defects in materials or workmanship for a period of twelve (12) months from the date the components are delivered to the owner for installation. The manufacturer shall upon its determination repair, correct or replace any manufacturer originated defects advised in writing to the manufacturer within the referenced warranty period. The use of SWTD components shall be limited to the application for which it was specifically designed.

- The SWTD manufacturer shall submit to the Engineer of Record a "Manufacturer's Performance Certification" certifying that each SWTD is capable of achieving the specified removal efficiencies listed in these specifications. The certification shall be supported by independent third-party research.



CASCADE
separator™

CASCADE SEPARATOR DESIGN NOTES

THE STANDARD CS-4 CONFIGURATION IS SHOWN. ALTERNATE CONFIGURATIONS ARE AVAILABLE AND ARE LISTED BELOW. SOME CONFIGURATIONS MAY BE COMBINED TO SUIT SITE REQUIREMENTS.

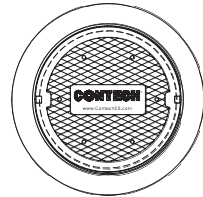
CONFIGURATION DESCRIPTION

GRATED INLET ONLY (NO INLET PIPE)

GRATED INLET WITH INLET PIPE OR PIPES

CURB INLET ONLY (NO INLET PIPE)

CURB INLET WITH INLET PIPE OR PIPES



FRAME AND COVER
(DIAMETER VARIES)
NOT TO SCALE

SITE SPECIFIC
DATA REQUIREMENTS

STRUCTURE ID		MH - (1)	
WATER QUALITY FLOW RATE (cfs [L/s])		0.93	
PEAK FLOW RATE (cfs [L/s])		1.91	
RETURN PERIOD OF PEAK FLOW (yrs)		10	
RIM ELEVATION		1278.75	
PIPE DATA:	INVERT	MATERIAL	DIAMETER
INLET PIPE 1	1274.56	HDPE	12"
INLET PIPE 2			
OUTLET PIPE	1273.56	HDPE	12"

NOTES / SPECIAL REQUIREMENTS:

GENERAL NOTES

- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
- FOR SITE SPECIFIC DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.contechES.com
- CASCADE SEPARATOR WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
- CASCADE SEPARATOR STRUCTURE SHALL MEET AASHTO HS20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 2' [610], AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M308 AND BE CAST WITH THE CONTECH LOGO.
- CASCADE SEPARATOR STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C478 AND AASHTO LOAD FACTOR DESIGN METHOD.
- ALTERNATE UNITS ARE SHOWN IN MILLIMETERS [mm].

INSTALLATION NOTES

- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
- CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CASCADE SEPARATOR MANHOLE STRUCTURE.
- CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
- CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S). MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
- CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.



9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7999 FAX

CS-4
CASCADE SEPARATOR
STANDARD DETAIL

SWTD's treatment efficiency as captured pollutants accumulate. In order to not restrict the Owner's ability to maintain the SWTD, the minimum dimension providing access from the ground surface to the sump chamber shall be 16 inches in diameter.

- The SWTD shall be designed to capture and retain Total Petroleum Hydrocarbons generated by wet-weather flow and dry-weather gross spills and have a capacity listed in Table 1 of the required unit.

- The SWTD shall convey the flow from the peak storm event of the drainage network, in accordance with required hydraulic upstream conditions as defined by the Engineer. If a substitute SWTD is proposed, supporting documentation shall be submitted that demonstrates equal or better upstream hydraulic conditions compared to that specified herein. This documentation shall be signed and sealed by a Professional Engineer registered in the State of the work. All costs associated with preparing and certifying this documentation shall be born solely by the Contractor.

4.0 EXECUTION

- The contractor shall exercise care in the storage and handling of the SWTD components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be borne by the contractor.

- The SWTD shall be installed in accordance with the manufacturer's recommendations and related sections of the contract documents. The manufacturer shall provide the contractor installation instructions and offer on-site guidance during the important stages of the installation as identified by the manufacturer at no additional expense. A minimum of 72 hours notice shall be provided to the manufacturer prior to their performance of the services included under this subsection.

- The contractor shall fill all voids associated with lifting provisions provided by the manufacturer. These voids shall be filled with non-shrinking grout providing a finished surface consistent with adjacent surfaces. The contractor shall trim all protruding lifting provisions flush with the adjacent concrete surface in a manner, which leaves no sharp points or edges.

- The contractor shall removal all loose material and pooling water from the SWTD prior to the transfer of operational responsibility to the Owner.

TABLE 1: Storm Water Treatment Device Storage Capacities

Cascade Model	Minimum Sump Storage Capacity (yd ³)	Minimum Oil Storage Capacity (gal)
CS-4	0.70	141.0
CS-5	1.09	269.3
CS-6	1.57	475.9
CS-8	2.79	1128.0
CS-10	4.36	2203.2
CS-12	6.28	3807.1

END OF SECTION

- No product substitutions shall be accepted unless submitted 10 days prior to project bid date, or as directed by the Engineer of Record. Submissions for substitutions require review and approval by the Engineer of Record, for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report (hydrology/hydraulic, water quality, stormwater pollution) modifications that would be required by the approving jurisdictions/agencies. Contractor to coordinate with the Engineer of Record any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.

2.0 MATERIALS

- Housing unit of stormwater treatment device shall be constructed of pre-cast or cast-in-place concrete, no exceptions. Precast concrete components shall conform to applicable sections of ASTM C 478, ASTM C 857 and ASTM C 858 and the following:
 - Concrete shall achieve a minimum 28-day compressive strength of 4,000 pounds per square-inch (psi);
 - Unless otherwise noted, the precast concrete sections shall be designed to withstand lateral earth and AASHTO H-20 traffic loads;
 - Cement shall be Type III Portland Cement conforming to ASTM C 150;
 - Aggregates shall conform to ASTM C 33;
 - Reinforcing steel shall be deformed billet-steel bars, welded steel wire or deformed welded steel wire conforming to ASTM A 615, A 185, or A 497.
 - Joints shall be sealed with preformed joint sealing compound conforming to ASTM C 990.
 - Shipping of components shall not be initiated until a minimum compressive strength of 4,000 psi is attained or five (5) calendar days after fabrication has expired, whichever occurs first.
- Internal Components and appurtenances shall conform to the following:
 - Hardware shall be manufactured of Type 316 stainless steel conforming to ASTM A 320.
 - Support brackets shall be manufactured of 5052 Aluminum
 - Fiberglass components shall conform to applicable sections of ASTM D-4097
 - Access system(s) conform to the following:
 - Manhole castings shall be designed to withstand AASHTO H-20 loadings and manufactured of cast-iron conforming to ASTM A 48 Class 30.

3.0 PERFORMANCE

- The SWTD shall be capable of achieving an annualized weighted reduction of at least 80% of the OK-110 particle distribution having particles ranging from 53 microns to 217 microns with a d₉₀ of approximately 110 microns unless otherwise stated.
- The SWTD shall be designed with a sump chamber for the storage of captured sediments and other negatively buoyant pollutants in between maintenance cycles. The minimum storage capacity provided by the sump chamber shall be in accordance with the volume listed in Table 1. The boundaries of the sump chamber shall be limited to that which do not degrade the

140 South Dearborn Chicago, IL 60603
Tel: 312 357 1771 Fax: 312 357 1909

www.holabird.com

CIVIL / MEPFP ENGINEER
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3030 W. STREETSBORO ROAD (RT. 303)
RICHFIELD, OH 44286

STRUCTURAL ENGINEER
STUDIO NYL
2995 BASELINE ROAD UNIT 314
BOULDER, CO 80303

FOODSERVICE CONSULTANT
TRIMARK
4567 WILLOW PARKWAY
CLEVELAND, OH 44125

THEATRICAL CONSULTANT
SCHULER SHOOK
363 WEST ERIE, SUITE 400
CHICAGO, IL 60654

ACOUSTICAL ENGINEER
THRESHOLD ACOUSTICS
141 WEST JACKSON BLVD, SUITE 2080
CHICAGO, ILLINOIS 60604

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ARCHITECH CONSULTING, INC.
800 EAST NORTHWEST HIGHWAY, SUITE 208
MT. PROSPECT, ILLINOIS 60056

ARCHITECTURAL CONSULTANT
BSHM ARCHITECTS, INC.
1020 GOODALE BLVD.
COLUMBUS, OHIO 43212



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8	5/19/2023	SITE PACKAGE - PERMIT REVISIONS
6	5/2/2023	SITE PACKAGE - BULLETIN 01
5	5/2/2023	SITE PACKAGE - PERMIT REVISIONS
2	4/21/2023	BUILDING PACKAGE - ISSUED FOR BID & PERMIT
1	3/31/2023	SITE PACKAGE - ISSUE FOR BID
No.	Date	Issue

Project Number	
Drawn	
Checked	
Proj. Arch/Eng.	



WADSWORTH CITY SCHOOLS -
INTERMEDIATE SCHOOL

649 BROAD STREET
WADSWORTH, OH 44281

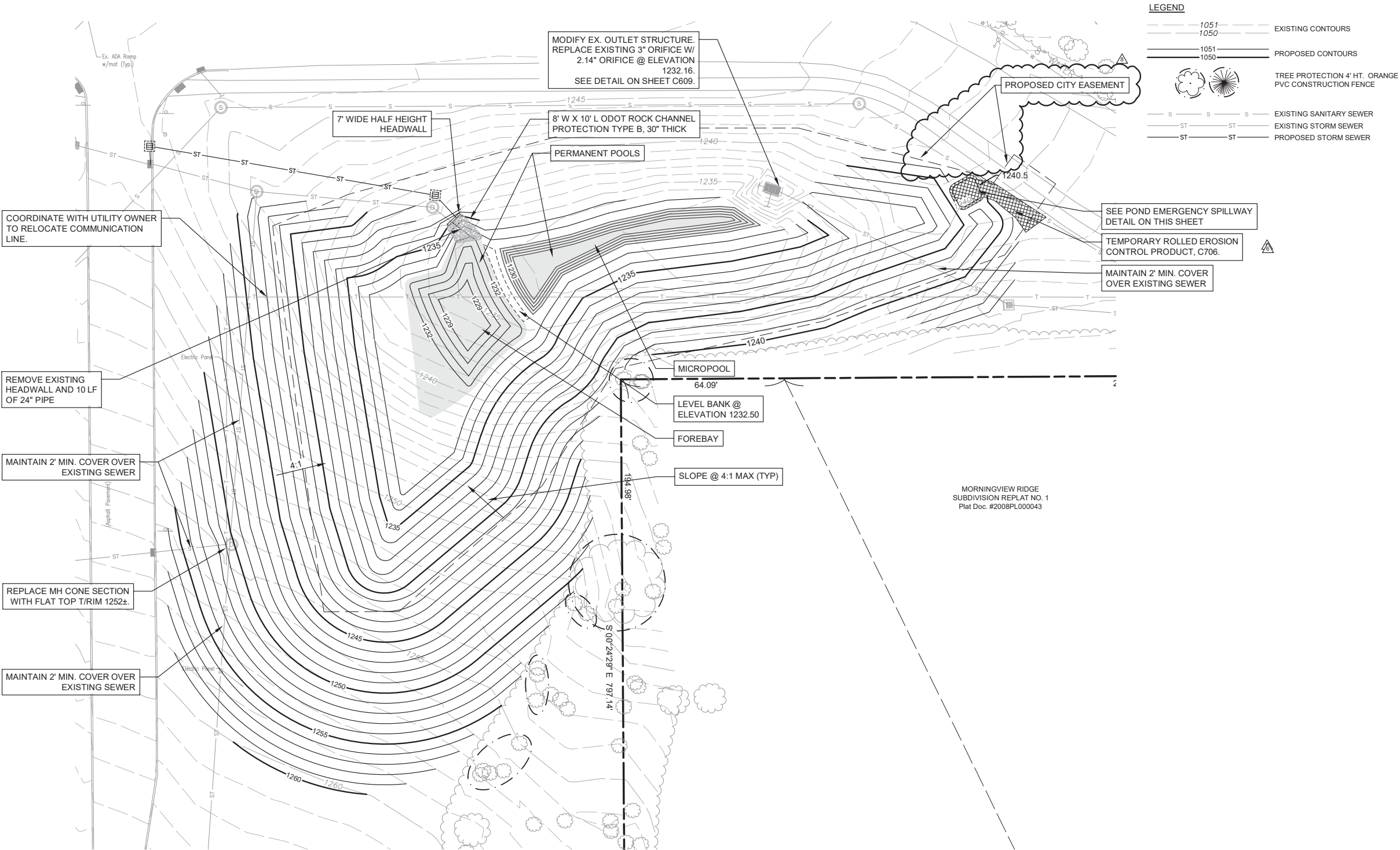
Project Name

HYDRODYNAMIC
SEPARATOR DETAILS

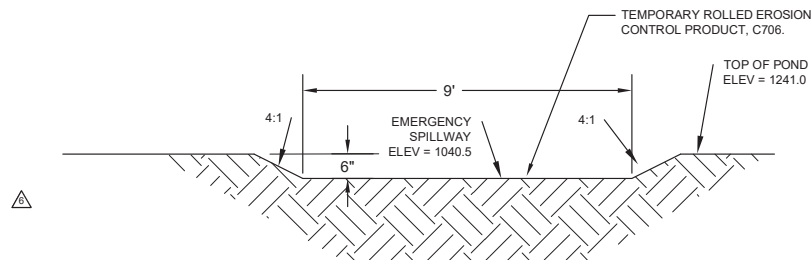
Sheet Name

Drawing No.

C608



ENLARGED BASIN #2 DETAIL
1" = 20'



POND EMERGENCY EARTH SPILLWAY DETAIL
N.T.S.

LEGEND

1051
1050
1051
1050

EXISTING CONTOURS
PROPOSED CONTOURS

TREE PROTECTION 4' HT. ORANGE
PVC CONSTRUCTION FENCE

S S S
ST ST
ST ST

EXISTING SANITARY SEWER
EXISTING STORM SEWER
PROPOSED STORM SEWER

HOLABIRD & ROOT

140 South Dearborn Chicago, IL 60603
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1020 GOODALE BLVD.
COLUMBUS, OHIO 43212

STATE OF OHIO
REGISTERED PROFESSIONAL ENGINEER
ROBERT J. HOWELL
E-51885

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Project Number	
Drawn	
Checked	
Proj. Arch./Eng.	

WADSWORTH CITY SCHOOLS - INTERMEDIATE SCHOOL

649 BROAD STREET
WADSWORTH, OH 44281

Project Name

DETENTION BASIN DETAILS

Sheet Name

Drawing No. **C609**

DETENTION BASIN DETAILS
1" = 20'

20 0 20 40

2 WORKING DAYS
BEFORE YOU DIG
CALL TOLL FREE: 800-362-2764
OHIO UTILITIES PROTECTION SERVICE

WATER MAIN AND FIRE HYDRANT EASEMENT

Full Maintenance by Owner

AGREEMENT made on June_____, 2023_____ between Wadsworth City School District Board of Education of Wadsworth, Ohio_____, hereinafter called OWNERS and the City of Wadsworth, Ohio; having its principal office at 120 Maple Street, Wadsworth, Ohio; hereinafter called CITY. The parties agree as follows:

SECTION ONE

CONVEYANCE OF EASEMENT

In consideration of one dollar and other valuable consideration to them paid, receipt of which is hereby acknowledged, OWNERS hereby grant and convey to the CITY, its successors and assigns forever an easement for the flushing, operation, and inspection of a water main, fire hydrants and/or appurtenances, excluding water service connections; hereinafter called the WATER SYSTEM, the location of said easement being described as follows:

SKETCH OF EASEMENT ATTACHED AS EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT ATTACHED AS EXHIBIT B

SECTION TWO

CONSTRUCTION AND MAINTENANCE

The WATER SYSTEM to be constructed within the easements as described above shall be constructed by the OWNERS who will benefit from the WATER SYSTEM. The CITY shall flush, operate and inspect the WATER SYSTEM at its sole cost and expense. The CITY will notify the OWNERS of any necessary repairs to the WATER SYSTEM and determine a reasonable time to complete said repairs, as dictated by the severity of the hazard. Subject to the City's approval, the OWNERS are responsible for the cost to repair

or replace the WATER SYSTEM or any part of it as needed and to the extent appropriations for such expenses are legally approved and authorized by the OWNERS as required by law. If said repairs are not completed by the OWNERS within a reasonable time after written notification, the CITY or its designated agent, shall have right-of-way and may enter the portion of the subject property, which is more fully and adequately described above, for the sole purpose of reconstructing, repairing, maintaining, operating and inspecting the WATER SYSTEM as necessary and the CITY shall invoice the OWNERS and the OWNERS shall reimburse the CITY for the reasonable cost of materials, labor and equipment used to make said repairs.

The OWNERS shall not erect any buildings, fences, structures, pavement, landscaping mounds or obstruction of any type upon the easement described in Section One above without the written consent of the Director of Public Service of the CITY. In the event that the CITY uses this easement (after initial construction) for access and enters the subject property or causes its employees, agents or independent contractors to enter the subject property, for any of the limited purposes stated above; the CITY will restore the OWNER'S property to rough grade. Restoration of the property, including fine grading and seeding is the responsibility of the OWNERS. If buildings, fences, structures, pavement or obstructions of any type are located within the easement and the obstructions must be moved to make repairs to the WATER SYSTEM, the OWNERS are responsible to move said obstructions. If the buildings, fences, structures, pavement, landscaping mounds or obstruction of any type are not cleared by the OWNERS, the CITY may clear the obstructions and will not be responsible for any replacement of or damage to said obstructions. The OWNERS retain the right to use the easement for any purpose not inconsistent with this grant, including but not limited to the right to grant joint use to other utilities for easements in the same space or legal description as this easement so long as it does not interfere with CITY's rights as granted herein.

SECTION THREE
TITLE OF OWNERS

OWNERS represent they are the owners of the described premises and have the legal right to grant the CITY the easement described herein.

SECTION FOUR
EASEMENT TO RUN WITH THE LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. Permanent Parcel Number: _____.

IN WITNESS WHEREOF, the OWNERS have executed this Easement Agreement at Wadsworth, Ohio; the day and year first above written.

WADSWORTH CITY SCHOOL DISTRICT

BY: _____

ITS: _____

STATE OF OHIO)
MEDINA COUNTY)

Before me, a notary public in and for said County and State, personally appeared the above named _____ (insert name) who is the _____ (insert title) of Wadsworth City School District who acknowledged that he/she signed the foregoing instrument and that the same is his/her free act and deed.

IN WITNESS WHEREOF, I have set my hand and official seal at Wadsworth, Ohio, on the _____ day of _____, 2023.

Notary Public

My commission expires: _____

ACCEPTANCE OF EASEMENT

THIS EASEMENT accepted by the City of Wadsworth, Ohio; this _____ day of _____, _____ pursuant to Ordinance No. 15-039.

APPROVED:

CITY OF WADSWORTH

By: _____

ROBERT J. PATRICK
Director of Public Service

Prepared by: City of Wadsworth

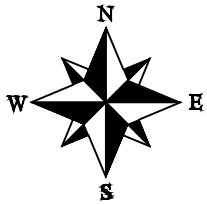
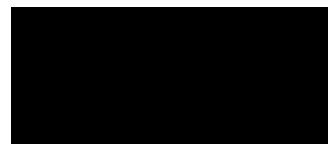
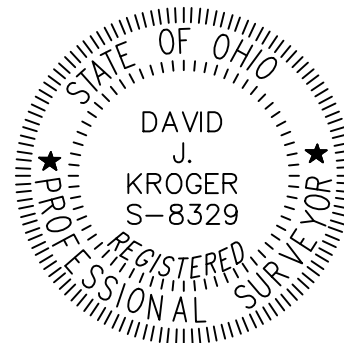
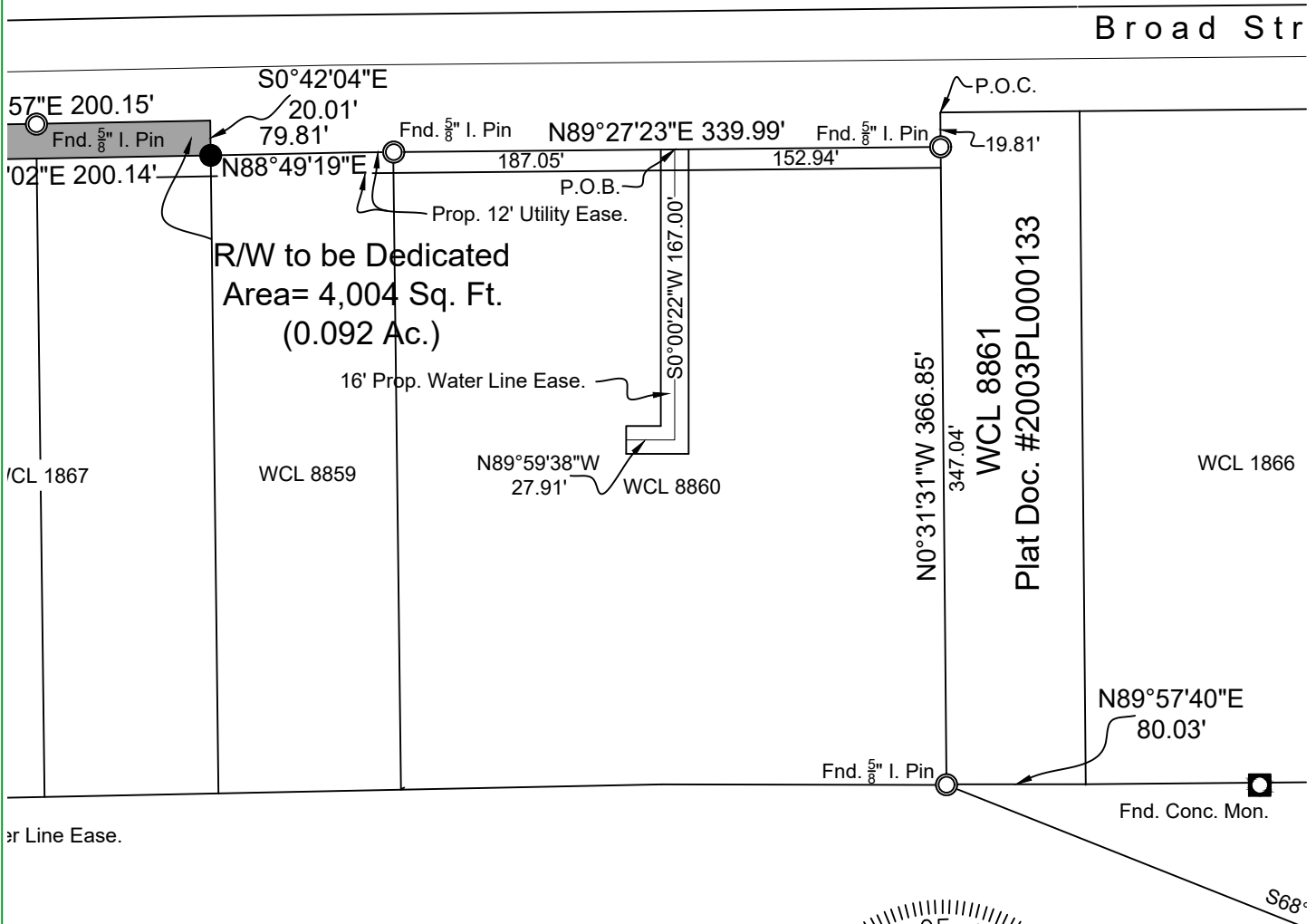


EXHIBIT "A"

Situated in the City of Wadsworth, County of Medina
and State of Ohio, being a Replat of Lot 9639, 1867,
8859 & 8860

Broad Street Variable R/W



10/9/2023

Registered Professional Surveyor No. S-8329
State of Ohio



ISSUE DATE 10/9/23 SCALE 1" = 100'
SURVEYED BY DJK DATE 6/18/23
DRAWN BY DJK DATE 10/9/23
CHECKED BY DJK DATE 10/9/23

FILE ID: ENG-2251 CITY PLAT



Diversified Engineering Inc.
CONSULTING ENGINEERS & SURVEYORS

175 RAY AVENUE, N.E.
NEW PHILADELPHIA, OH 44663
Phone: (330) 364-1631 Fax: (330) 364-4031
e-mail: dei@div-eng.com Web: www.div-eng.com

PLAT OF SURVEY

Water Line Easement

120 Maple Street
Wadsworth, Ohio 44281

SHEET NO:

1 / 1



**Diversified
Engineering Inc.**

CONSULTING ENGINEERS & SURVEYORS

EXHIBIT "B"

DESCRIPTION OF A 16' WATER MAIN EASEMENT

Situated in the City of Wadsworth, County of Medina and State of Ohio, being a Replat of Lot 9639, 1867, 8859 & 8860, being the centerline of a 16' Watermain easement being 8' east and west of the following described centerline as follows:

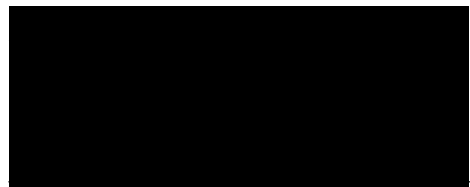
Commencing at the Northwest corner of WCL 8861, thence South 00°31'31" West, with the westerly line of said WCL 8861, a distance of 19.91 feet to a Found 5/8" I. Pin; thence South 89°27'23" West, with the southerly line of said Broad Street, a distance of 152.94 feet to the **Point of Beginning** for the following Centerline of 16' Water Main Easement;

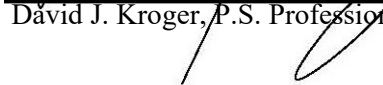
Course No. 1 thence South 00°00'22" West, a distance of 167.00 feet to a point;

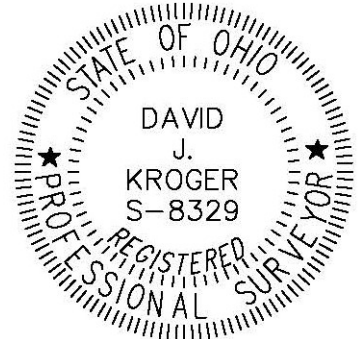
Course No. 2 thence North 89°59'38" West, a distance of 27.91 feet to the termination of said centerline.

This description was made from a survey by David J. Kroger, P.S., Ohio Registration No. S-8329, for Diversified Engineering Inc., in June 8, 2023, but subject to all legal roads, highways, rights of way, easements and leases of record.

The Basis of Bearing is Ohio State Plane Coordinates, North Zone, NAD 1983.

 round steel bars with plastic caps stamped "RLS 8329".

 10/9/2023
David J. Kroger, P.S. Professional Surveyor No. S-8329 Date



WATER MAIN AND FIRE HYDRANT EASEMENT

Full Maintenance by Owner

AGREEMENT made on June_____, 2023_____ between Wadsworth City School District Board of Education of Wadsworth, Ohio_____, hereinafter called OWNERS and the City of Wadsworth, Ohio; having its principal office at 120 Maple Street, Wadsworth, Ohio; hereinafter called CITY. The parties agree as follows:

SECTION ONE

CONVEYANCE OF EASEMENT

In consideration of one dollar and other valuable consideration to them paid, receipt of which is hereby acknowledged, OWNERS hereby grant and convey to the CITY, its successors and assigns forever an easement for the flushing, operation, and inspection of a water main, fire hydrants and/or appurtenances, excluding water service connections; hereinafter called the WATER SYSTEM, the location of said easement being described as follows:

SKETCH OF EASEMENT ATTACHED AS EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT ATTACHED AS EXHIBIT B

SECTION TWO

CONSTRUCTION AND MAINTENANCE

The WATER SYSTEM to be constructed within the easements as described above shall be constructed by the OWNERS who will benefit from the WATER SYSTEM. The CITY shall flush, operate and inspect the WATER SYSTEM at its sole cost and expense. The CITY will notify the OWNERS of any necessary repairs to the WATER SYSTEM and determine a reasonable time to complete said repairs, as dictated by the severity of the hazard. Subject to the City's approval, the OWNERS are responsible for the cost to repair

or replace the WATER SYSTEM or any part of it as needed and to the extent appropriations for such expenses are legally approved and authorized by the OWNERS as required by law. If said repairs are not completed by the OWNERS within a reasonable time after written notification, the CITY or its designated agent, shall have right-of-way and may enter the portion of the subject property, which is more fully and adequately described above, for the sole purpose of reconstructing, repairing, maintaining, operating and inspecting the WATER SYSTEM as necessary and the CITY shall invoice the OWNERS and the OWNERS shall reimburse the CITY for the reasonable cost of materials, labor and equipment used to make said repairs.

The OWNERS shall not erect any buildings, fences, structures, pavement, landscaping mounds or obstruction of any type upon the easement described in Section One above without the written consent of the Director of Public Service of the CITY. In the event that the CITY uses this easement (after initial construction) for access and enters the subject property or causes its employees, agents or independent contractors to enter the subject property, for any of the limited purposes stated above; the CITY will restore the OWNER'S property to rough grade. Restoration of the property, including fine grading and seeding is the responsibility of the OWNERS. If buildings, fences, structures, pavement or obstructions of any type are located within the easement and the obstructions must be moved to make repairs to the WATER SYSTEM, the OWNERS are responsible to move said obstructions. If the buildings, fences, structures, pavement, landscaping mounds or obstruction of any type are not cleared by the OWNERS, the CITY may clear the obstructions and will not be responsible for any replacement of or damage to said obstructions. The OWNERS retain the right to use the easement for any purpose not inconsistent with this grant, including but not limited to the right to grant joint use to other utilities for easements in the same space or legal description as this easement so long as it does not interfere with CITY's rights as granted herein.

SECTION THREE
TITLE OF OWNERS

OWNERS represent they are the owners of the described premises and have the legal right to grant the CITY the easement described herein.

SECTION FOUR
EASEMENT TO RUN WITH THE LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. Permanent Parcel Number: _____.

IN WITNESS WHEREOF, the OWNERS have executed this Easement Agreement at Wadsworth, Ohio; the day and year first above written.

WADSWORTH CITY SCHOOL DISTRICT

BY: _____

ITS: _____

STATE OF OHIO)
MEDINA COUNTY)

Before me, a notary public in and for said County and State, personally appeared the above named _____ (insert name) who is the _____ (insert title) of Wadsworth City School District who acknowledged that he/she signed the foregoing instrument and that the same is his/her free act and deed.

IN WITNESS WHEREOF, I have set my hand and official seal at Wadsworth, Ohio, on the _____ day of _____, 2023.

Notary Public

My commission expires: _____

ACCEPTANCE OF EASEMENT

THIS EASEMENT accepted by the City of Wadsworth, Ohio; this _____ day of _____, _____ pursuant to Ordinance No. 15-039.

APPROVED:

CITY OF WADSWORTH

By: _____

ROBERT J. PATRICK
Director of Public Service

Prepared by: City of Wadsworth

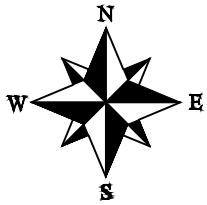
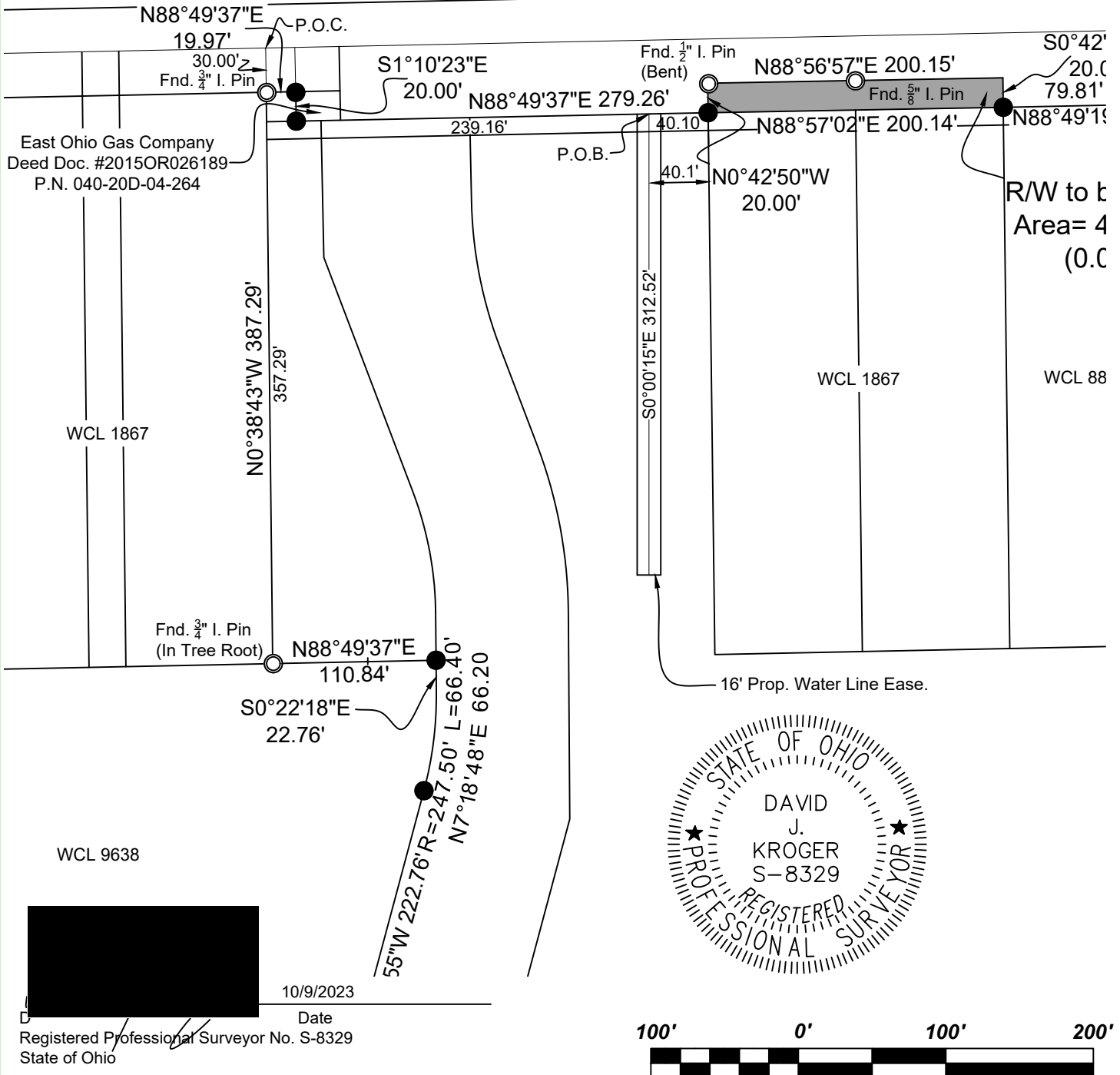


EXHIBIT "A"

Situated in the City of Wadsworth, County of Medina
and State of Ohio, being a Replat of Lot 9639, 1867,
8859 & 8860

Broad Street Variable R/W



C:\Civil 3D Projects\AEZ\DEI Jobs\ENG-2251\ENG-2251 City Plat.dwg, 10/9/2023 11:08 AM

ISSUE DATE 10/9/23 SCALE 1" = 100'
SURVEYED BY DJK DATE 6/18/23
DRAWN BY DJK DATE 10/9/23
CHECKED BY DJK DATE 10/9/23

FILE ID: ENG-2251 CITY PLAT



Diversified Engineering Inc.
CONSULTING ENGINEERS & SURVEYORS

175 RAY AVENUE, N.E.
NEW PHILADELPHIA, OH 44663
Phone: (330) 364-1631 Fax: (330) 364-4031
e-mail: dei@div-eng.com Web: www.div-eng.com

PLAT OF SURVEY

Water Line Easement

120 Maple Street
Wadsworth, Ohio 44281

SHEET NO:

1/1



EXHIBIT "B"

**Diversified
Engineering Inc.**
CONSULTING ENGINEERS & SURVEYORS

DESCRIPTION OF A 16' WATER MAIN EASEMENT

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Commencing at the northeasterly corner of WCL 1687 which is also the centerline of Broad Street (Variable R/W); thence South 00°38'43" West, with the easterly line of said WCL 1867, a distance of 30.00 feet to a Found ¾" I. Pin; thence North 88°49'37" East, with the southerly R/W of said Broad Street, a distance of 19.97 feet to a Set I. Pin; thence South 01°10'23" Eastm wit the lands of East Ohio Gas Company (Deed Doc. No 2015OR026189, a distance of 20.00 feet to a Set I. Pin; thence North 88°49'37" East, with the southerly line of said Broad Street as now located, a distance of 239.16 feet to the **Point of Beginning** for the following Centerline of 16' Water Main Easement;

Course No. 1 thence South 00°00'15" East, a distance of 312.52 feet to the termination of said centerline.

This description was made from a survey by David J. Kroger, P.S., Ohio Registration No. S-8329, for Diversified Engineering Inc., in June 8, 2023, but subject to all legal roads, highways, rights of way, easements and leases of record.

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