RCA 14-145
RCA 12-111
fully executed

ORDINANCE NO. 12-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A BUILDING PROJECT AGREEMENT AND A LEASE AGREEMENT WITH THE FRIENDS OF THE CEMETERY, AN OHIO NONPROFIT CORPORATION, FOR THE CONSTRUCTION AND USE OF THE MAINTENANCE BUILDING AND THE AMOS MEARS MEMORIAL BUILDING AT SPRING GROVE CEMETERY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Building Project Agreement and a Lease Agreement with the Friends of the Cemetery, an Ohio nonprofit corporation, for the construction and use of the Maintenance Building and Amos Mears Memorial Building at Spring Grove Cemetery.

SEC. 2: That a copy of the Building Project Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 2: That a copy of the Lease Agreement is marked Exhibit B, attached hereto and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: January 26, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 27, 2015

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 12-15
ADOPTED BY SAID COUNCIL ON 1-26-15
Kathy Patton
CLERK OF COUNCIL

SPRING GROVE CEMETERY
BUILDING PROJECT AGREEMENT

This Agreement made this 26th day of January, 2015, by and between the **CITY OF MEDINA, an Ohio municipal corporation,** 132 North Elmwood Avenue, Medina, Ohio 44256, and **FRIENDS OF THE CEMETERY, an Ohio nonprofit corporation,** c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256.

WITNESSETH:

ARTICLE 1. BUILDING PROJECT

The City of Medina and the Friends of the Cemetery agree to jointly work together toward the completion of a three-phase building project at the Spring Grove Cemetery that is owned by the City of Medina. The scope of the project is defined as follows:

A. **Site Work**. The City of Medina agrees to complete site work at the Spring Grove Cemetery that will accommodate parking lots and site work preparation for a newly completed maintenance building and a second building known as the Amos Mears Memorial Building. The City of Medina agrees to be responsible for the completion of the design and construction of the site work. Plans for the site work shall be completed and maintained on file by the Medina City Engineer. Site work shall be completed in accordance with the plans on file with the City Engineer. Plans for the site work shall be in accord with approval by Friends of the Cemetery. Cost of the site work shall amount to an estimated sum of Two Hundred Forty-two Thousand Three Hundred Dollars ($242,300). The City of Medina agrees to advance the cost for completion of the site work.

Friends of the Cemetery agrees to donate to the City of Medina a sum of One Hundred Thirty-seven Thousand Nine Hundred Fifty Dollars ($137,950) upon completion of the site work. The City's share toward the Two Hundred Forty-two Thousand Three Hundred Dollar ($242,300) cost on the site work shall come to a sum of One Hundred Four Thousand Three Hundred Fifty Dollars ($104,350). If completion of the site work project amounts to a sum of less than the total cost of Two Hundred Forty-two Thousand Three Hundred Dollars ($242,300), the parties hereto agree that the Friends of the Cemetery's share of the project shall amount to fifty-seven percent (57%) of the total and the City of Medina's share of the site work project shall amount to a sum of forty-three percent (43%) of the total cost. The parties hereto agree that the Friends of the Cemetery's share of the site work project amounting to a sum of fifty-seven percent (57%) of the project shall be considered a donation toward completion of the project after the City of Medina has completed the project.

If bids for the site work are in excess of the estimated cost of the project, the parties agree that the site plan will be modified by mutual agreement so that the work completed stays within the maximum estimated budget of Two Hundred Forty-two Thousand Three Hundred Dollars ($242,300).

B. **Maintenance Building**. The City of Medina agrees to be responsible for demolition of the existing maintenance building and completion of design and construction of a new maintenance building at an estimated cost of Three Hundred Sixty-three Thousand Five Hundred Dollars ($363,500). Plans for the maintenance building are on file with the City Engineer. The City of Medina agrees to be responsible for the entirety of the cost associated with demolition, design, and construction of a new maintenance building at the Spring Grove Cemetery.

If bids for the maintenance building are in excess of the estimated cost of the building, the parties agree that the plans for the maintenance building may have to be modified so that the work completed stays within the maximum estimated budget amount of Three Hundred Sixty-three Thousand Five Hundred Dollars ($363,500), or, alternatively, all bids will be rejected and the project re-bid. The parties agree to discuss any modification that may be needed to the project to stay within budget, but the City of Medina retains final authority to decide upon modifications necessary to bring the project within budget. If bids on the maintenance building are in excess of the estimated cost of the building, the City of Medina agrees to commit Three Hundred Sixty-three Thousand Five Hundred Dollars ($363,500) to the project and discuss the possibility of the Friends of the Cemetery adding additional money to the maintenance building project. If bids for the maintenance building come within the estimated budget amount of Three Hundred Sixty-three Thousand Five Hundred Dollars ($363,500) or less, the building shall be completed in accordance with the original plans currently approved by both parties at the accepted bid amount.

C. **Amos Mears Memorial Building**. The Friends of the Cemetery agrees to be responsible for the design and construction of a new building structure known as the Amos Mears Memorial Building. The Amos Mears Memorial Building will be constructed and located at the City of Medina Spring Grove Cemetery pursuant to the site plan for the building site, a copy of which is currently on file with the Medina City Engineer. The Amos Mears Memorial Building will be located on Permanent Parcel No. 028-19B-21-304. The Friends of the Cemetery agrees to be responsible for the design and construction cost associated with the completion of the Amos Mears Memorial Building structure. The estimated cost of the building amounts to a sum of Two Hundred Fifty-five Thousand Dollars ($255,000). The design of and construction plans for the Amos Mears Memorial Building is currently on file with the Medina City Engineer. The Amos Mears Memorial Building shall be completed in accordance with the building plans currently on file with the City Engineer. The City of Medina shall not be responsible for costs associated with design and construction of the Amos Mears Memorial Building.

Upon completion of the Amos Mears Memorial Building, the Friends of the Cemetery hereby agrees to donate the building to the City of Medina, and the City of Medina hereby agrees to accept the donation of the building. Use of the Amos Mears Memorial Building shall be subject to the Lease Agreement between the City of Medina and the Friends of the Cemetery, a copy of which is attached hereto and incorporated herein as "Exhibit A." Friends of the Cemetery agrees to hold the City of Medina harmless from and indemnify the City of Medina for any of the costs associated with completion of design and construction of the Amos Mears Memorial Building pursuant to the plans now on file with the Medina City Engineer.

If bids for the Amos Mears Memorial Building are in excess of the estimated cost of the project, the parties agree that the building plans will be modified by mutual agreement so that work completed stays within the maximum estimated budget of Two Hundred Fifty-five Thousand Dollars ($255,000). If bids for the Amos Mears Memorial Building are within the estimated budget of Two Hundred Fifty-five Thousand Dollars ($255,000), the building shall be completed in accordance with the original plans currently approved by both parties.

ARTICLE 2. COSTS

Costs for the three (3) phases associated with completion of the Spring Grove Cemetery building project as currently estimated are set forth as follows:

Item	Total Cost	City Share	Friends Share
Site Work Package (design and construction)	$242,300	$104,350	$137,950
Maintenance Building (design, construction, and demo of existing building)	$363,500	$363,500	
Amos Mears Memorial Building (design and construction)	$255,000	_____	$255,000
TOTAL	$860,800	$467,850	$392,950

ARTICLE 3. TIME OF COMPLETION

The parties hereto agree that the design and construction of the site work, and demolition, design, and construction of a new maintenance building, and design and construction of the Amos Mears Memorial Building structure shall be completed within a reasonable time with appropriate consideration given to weather conditions and unforeseen circumstances that may arise during completion of the construction projects. The respective projects shall be completed by no later than fifteen (15) months from the date of commencement of the project.

ARTICLE 4. MECHANIC'S LIEN

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

ARTICLE 5. BONDING

The Friends of the Cemetery agrees that the contractor hired by the Friends to construct the Amos Mears Memorial Building shall provide to the City of Medina and shall maintain a performance bond to assure proper completion of the project. The City of Medina shall approve the bond prior to commencement of the project.

ARTICLE 6. INVALIDITY OF PARTICULAR PROVISIONS

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

ARTICLE 7. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the City of Medina and Friends of the Cemetery. Each term and each provision of this Agreement to be performed by the Friends of the Cemetery shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the Friends of the Cemetery is not intended to constitute a consent to assignment by the Friends of the Cemetery, but has reference only to those instances in which the City of Medina may have given written consent to a particular assignment.

ARTICLE 8. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of the City of Medina hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.

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

SIGNED IN THE PRESENCE OF:

CITY OF MEDINA,
an Ohio Municipal Corporation

By: _____
DENNIS HANWELL
Its: Mayor

FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation

By: _____

By: _____

By: _____
Its: Trustees

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the **CITY OF MEDINA by Dennis Hanwell, its Mayor,** who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said City and his voluntary act, individually, and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2015.

Sandra Davis
NOTARY PUBLIC
Commission Expires 11-20-16

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared **FRIENDS OF THE CEMETERY, by** Teresa A Merke, John A. Gill, and Jerry Gunner, **its Trustees,** who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said corporation and their voluntary act, individually, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of February, 2015.

Kimberly A. Walter
NOTARY PUBLIC
KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2018

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070

LEASE

This Lease is made on this 26th day of January, 2015, by and between the **CITY OF MEDINA**, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor," and **FRIENDS OF THE CEMETERY, an Ohio nonprofit corporation,** c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256, as "Lessee."

W I T N E S S E T H:

ARTICLE 1. DEMISED PREMISES

1. Lessor hereby leases to the Lessee the following described premises hereinafter called "demised premises," situated in the City of Medina, County of Medina, and State of Ohio:

> The demised premises is the building structure as defined by the blueprints of the structure attached hereto and incorporated herein as "Exhibit A." Said building structure will be constructed and located at the City of Medina Spring Grove Cemetery pursuant to the site plan for the building site, a copy of which is attached hereto and incorporated herein as "Exhibit B." The building structure will be located on Permanent Parcel No. 028-19B-21-304.

2. Lessee has inspected the demised premises, and Lessee accepts the demised premises in "as is" condition and acknowledges that Lessor made no representation or warranty or promise with respect to the condition or use or repair or improvement of the demised premises not herein stated.

3. It is agreed and understood between the parties that the Friends of the Cemetery shall have exclusive use of an office the approximate size of 14' x 11' with an accompanying and adjoining storage room inside the described building structure and that the parties shall enjoy the joint use of the lobby, the conference room, the corridors, and the public restrooms inside of the described building structure. It is agreed between the parties that the City of Medina will have the exclusive use of the remainder of the building structure for its business purposes.

ARTICLE 2. TERM OF LEASE

To have and to hold for a term of fifty (50) years to commence upon the signing of this Lease Agreement and ending fifty (50) years therefrom. The Friends of the Cemetery shall have the right to renew the term of the Lease for an additional two (2), twenty-five (25) year terms for a total possible occupancy of the building structure amounting to a term of one hundred (100) years. If the Friends of the Cemetery should dissolve or cease to exist, this Lease Agreement shall automatically terminate, and the City shall have exclusive use of the building.

ARTICLE 3. RENT

The parties hereto agree that there shall be no exchange of rent as between Lessor and Lessee for the use of the afore-described building. The parties agree that Friends of the Cemetery shall pay for all costs of construction of the building and its associated parking lot. Friends of the Cemetery shall, upon completion of construction, donate the building and its associated parking lot to the City of Medina. In consideration of the donation, there shall be no exchange of rent monies for the term of this agreement.

ARTICLE 4. CONSTRUCTION EXPENSES AND LIENS

Lessee agrees to indemnify and save harmless Lessor from all expenses, liens, claims, or damages to either persons or property arising out of construction of and associated improvements to the subject building and parking lot.

ARTICLE 5. UTILITIES

Lessor covenants and agrees to pay for all public utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, sewer rental, security monitoring costs, and the like, together with all taxes levied or other charges on such utilities. To the extent reasonably possible, utilities shall be put into Lessor's name. Lessor agrees to provide for the periodic cleaning of the described building structure and demised premises as reasonably necessary.

ARTICLE 6. QUIET ENJOYMENT

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

ARTICLE 7. USE OF PREMISES

1. The demised premises shall be occupied and used by Lessee for uses directly associated with the business of the Friends of the Cemetery and related activities necessary to the Spring Grove Cemetery. The Friends of the Cemetery shall be permitted the use of their portions of the building at any and all times whether the Spring Grove Cemetery is open or closed.

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

   a. To keep the demised premises in a careful, safe, and proper manner; to keep the outside areas adjoining the demised premises clean.

b. To prevent the demised premises from being used in any way which would injure the reputation of same or of the building; to prevent the demised premises from becoming a nuisance, annoyance, inconvenience, or damage to others in the neighborhood.

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

4. Lessor reserves the right to modify, repair, improve, or make any other alterations to its portion of the inside of the building structure, excluding Lessee's portions of the building. Lessor further reserves the right to modify, repair, improve, or make any other alterations to the outside of the building.

5. Parking shall be on a first-come, first-served basis, and there shall be no reserved parking spaces for either Lessor or Lessee.

ARTICLE 8. KEYS TO THE PREMISES

Keys to the demised premises shall be limited to two approved individuals from the Friends of the Cemetery. Keys to the demised premises shall be limited to two approved individuals from the City of Medina.

ARTICLE 9. SIGNS

Lessee shall have the right to erect a sign on the demised premises for the purpose of advertising its use, if necessary, so long as signage complies with City of Medina sign regulations.

ARTICLE 10. ALTERATION

Lessee agrees to pay all costs associated with making improvements to the facility. Lessee covenants and agrees not to make or permit to be made any alterations, improvements, and/or additions to the demised premises or any part thereof, except with the written consent of the Lessor. All alterations, improvements, and additions to said demised premises shall be made in accordance with all applicable laws, and shall, at once when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor, and shall remain for the benefit of Lessor at the end of the term or the expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted. In the event of

making alterations, improvements, and additions as herein provided, Lessee agrees to indemnify and save harmless Lessor from all expense, liens, claims, or damages to either persons or property arising out of or resulting from the undertaking or making of said alterations, additions, and/or improvements.

ARTICLE 11. MECHANIC'S LIEN

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

ARTICLE 12. MAINTENANCE

Lessor covenants and agrees to keep and maintain the exterior and interior portions of the demised premises and building, except for reasonable wear and tear. Any damage caused by any act or negligence of Lessee, its employees, agents, invitees, licensees, or contractors shall be properly repaired at the sole cost and expense of Lessee. Lessor specifically agrees to maintain the HVAC, electrical, and plumbing fixtures, and shall further maintain the lawn and shall be responsible for snow removal at the demised premises during winter months.

ARTICLE 13. AMOS MEARS MEMORIAL BUILDING

It is agreed between the parties that the building structure contemplated in this Agreement shall be named the "Amos Mears Memorial Building." It is agreed that the Friends of the Cemetery shall display inside the building structure in areas in joint use by the parties and/or areas controlled by the Friends of the Cemetery a plaque commemorating the monetary donation from the Mears family and some memorabilia and photographs of the Mears family and construction projects that were completed as a result of assistance from the Mears family.

ARTICLE 14. INDEMNITY AND INSURANCE BY LESSEE

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

2. Lessee covenants and agrees that it shall indemnify Lessor and save Lessor harmless from any and all claims and judgments for injury to or death to person (including cost of litigation and attorney fees) made or obtained against Lessor by third parties, including Lessor's employees or agents, based upon injuries to persons arising out of any accident or other occurrence on or about the demised premises or in any manner caused by, incidental to, connected with, resulting or arising out of this Lease Agreement regardless of whether such claims are alleged to be caused by negligence or otherwise on the part of the Lessor or its employees.

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

4. Lessor agrees that, at its own cost and expense, it will procure and continue in force, property damage coverage covering property damage to the demised premises in an amount no less than the value of the structure.

ARTICLE 15. DESTRUCTION BY FIRE OR CASUALTY

If the demised premises shall be totally destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage during the period of this Lease, then Lessor shall have the option to rebuild or to terminate the Lease. Lessor shall maintain fire and extended coverage insurance on the building and improvements of the demised premises. If the demised premises are destroyed during the period of this Lease and Lessor decides to not rebuild, Lessee shall be entitled to a portion of the insurance proceeds equal to the cost of improvements that Lessee can document that Lessee spent on improvements to and maintenance of the demised premises.

ARTICLE 16. WAIVER OF SUBROGATION CLAIMS

Lessor and Lessee hereby waive any claim against the other for loss or damage to their real and/or personal property located at or within the demised premises resulting from any of the perils insured against in any fire and extended coverage or property or indemnity insurance carried by either Lessor or Lessee, whether or not negligently caused by the other party. Lessee further hereby waives any claim for loss or damage to its real and/or personal property at or

within the demised premises resulting from fire or from all risks of physical damage, whether or not negligently caused.

ARTICLE 17. PROPERTY IN DEMISED PREMISES

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

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

ARTICLE 18. ACCESS TO DEMISED PREMISES

1. Lessee agrees to permit Lessor or Lessor's agent to inspect or examine the demised premises at any reasonable time and to permit Lessor to make such repairs, decorations, alterations, improvements, or additions in the demised premises or to the building of which the demised premises are a part that Lessor may deem desirable or necessary for its preservation or which Lessee has not covenanted herein to do or has failed so to do, without the same being construed as an eviction of Lessee, in whole or in part; and the rent shall in no way abate while such decorations, repairs, alterations, improvements, or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.

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

ARTICLE 19. ASSIGNMENT AND SUBLETTING

Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the demised premises, or to permit any other persons to occupy same without the written consent of the Lessor.

ARTICLE 20. SURRENDER OF DEMISED PREMISES

1. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the demised premises upon expiration of this Lease, or its earlier termination as herein provided, clean and in as good condition and repair as the same shall be at the commencement of

the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted.

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

ARTICLE 21. INVALIDITY OF PARTICULAR PROVISIONS

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

ARTICLE 22. PROVISIONS BINDING

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

ARTICLE 23. REIMBURSEMENT

All terms, covenants, and conditions herein contained, to be performed by Lessee, shall be performed at its sole expense; and if Lessor shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect, or refusal of Lessee to perform such term, covenants or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor with the next succeeding installment of rent.

ARTICLE 24. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of Lessor hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms

hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

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

SIGNED IN THE PRESENCE OF:

CITY OF MEDINA,
an Ohio Municipal Corporation

By: _____
DENNIS HANWELL
Its: Mayor

FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation

By: _____

By: _____

By: _____
Its: Trustees

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the **CITY OF MEDINA by Dennis Hanwell, its Mayor,** who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said City and his voluntary act, individually, and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2015.

Sandra Davis
NOTARY PUBLIC
Commission Expires 11-20-16

STATE OF OHIO)
COUNTY OF MEDINA)ss:

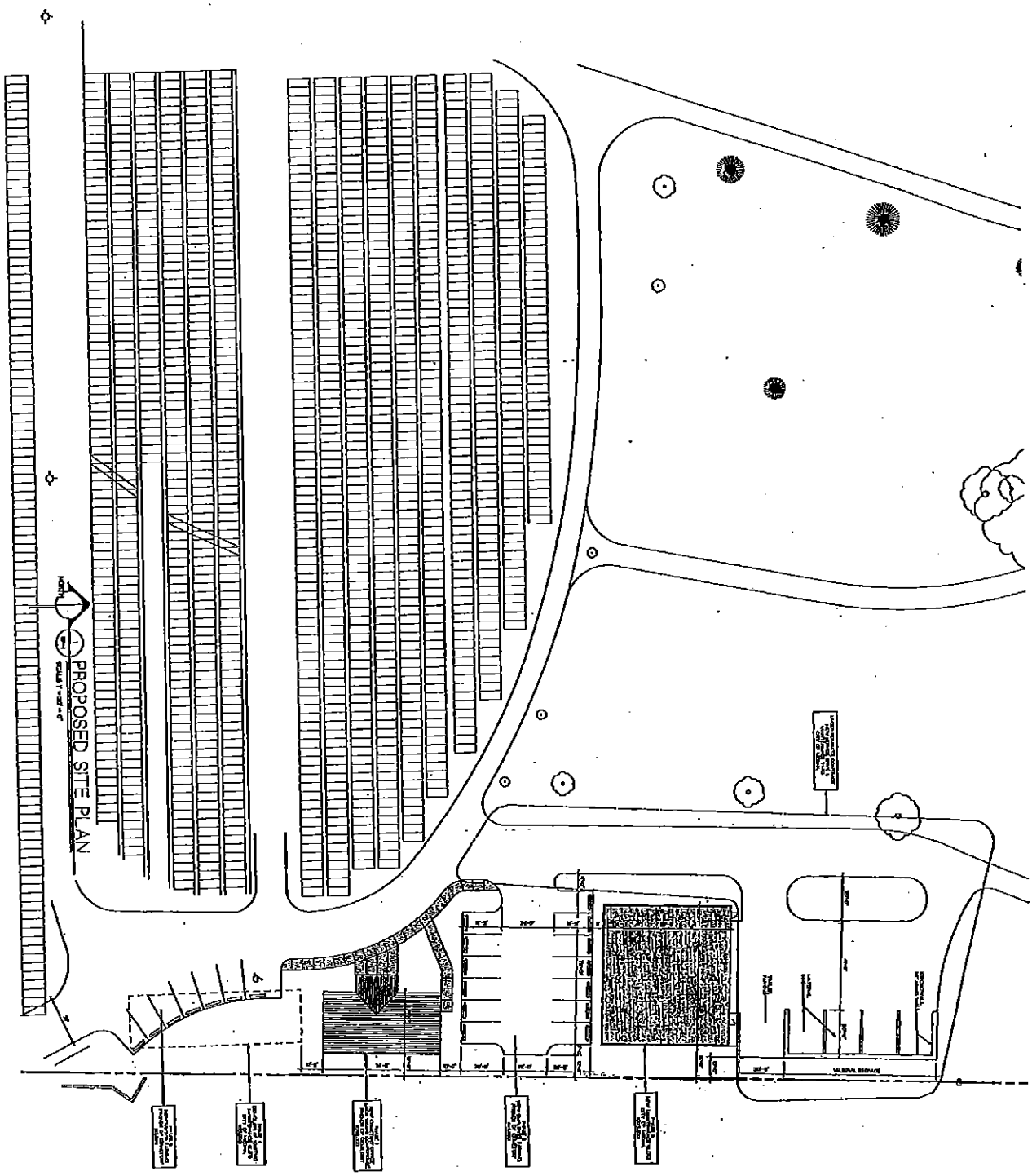
BEFORE ME, a Notary Public in and for said County and State, personally appeared **FRIENDS OF THE CEMETERY, by** Teresa A. Merkle, _____ John A. Gill, and Jerry Gurner, **its Trustees,** who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said corporation and their voluntary act, individually, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of February, 2015.

Kimberly A. Walter
NOTARY PUBLIC
KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2018

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070

EXHIBIT A



PLOTTED 6/21/2013

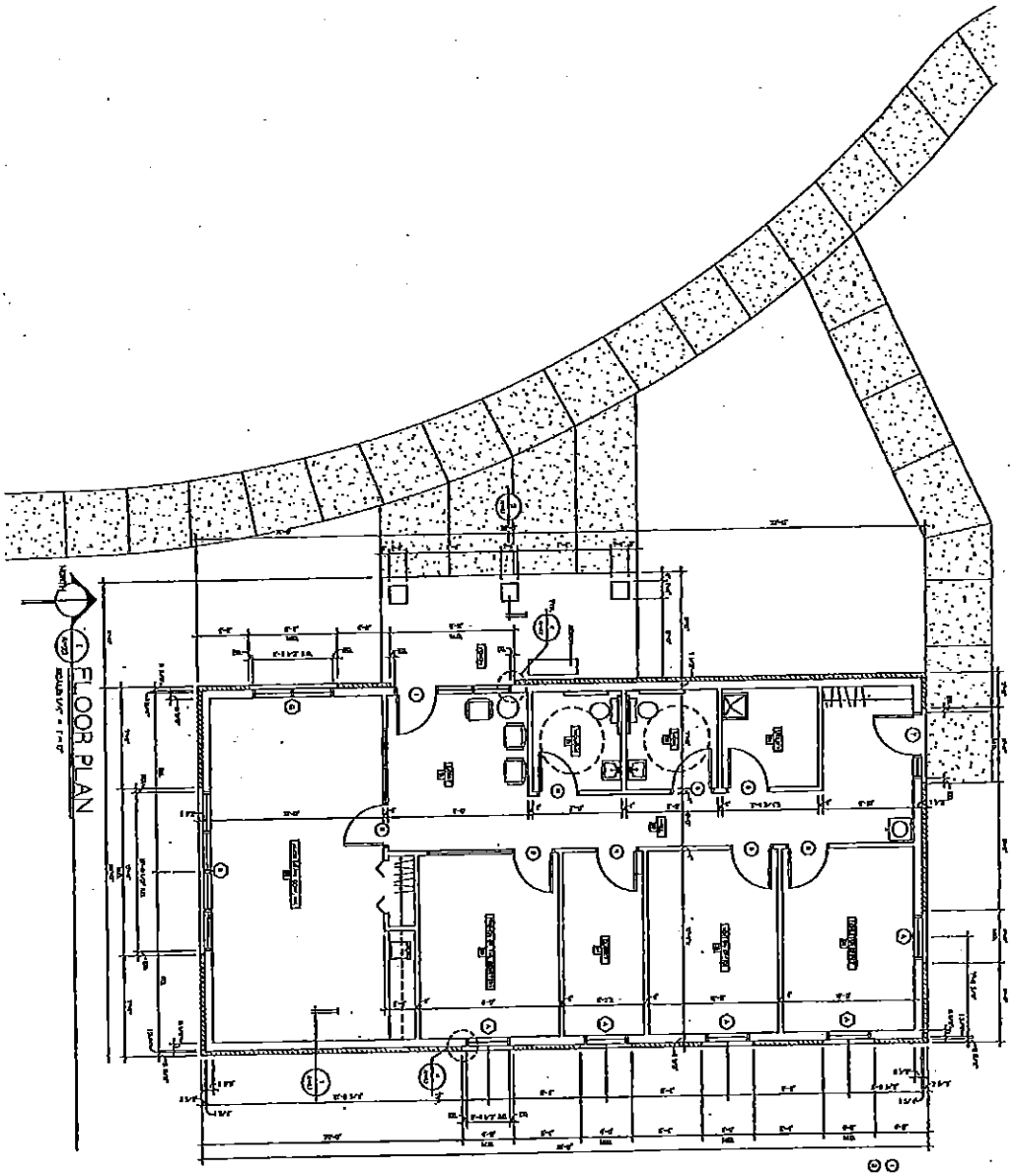
SP-1

NEW BUILDINGS FOR:

SPRING GROVE CEMETERY

SPRING GROVE STREET
MEDINA, OHIO 44256

STUDIOS



FLOOR PLAN NOTES

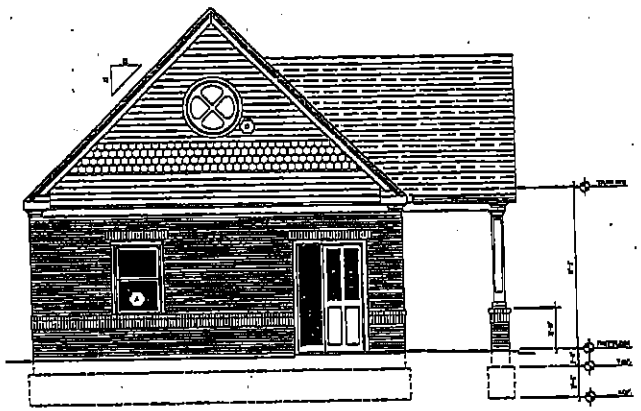
PLOTTED 6/25/2008

A-2.1

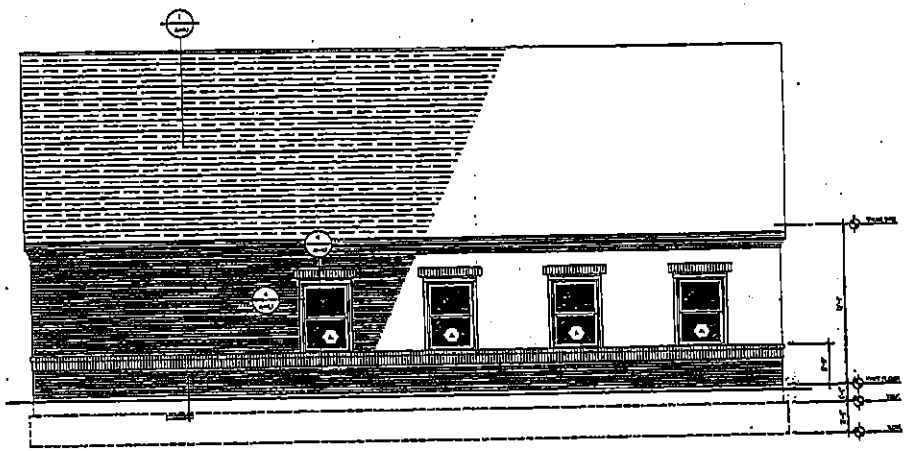
NEW OFFICE BUILDING FOR

SPRING GROVE CEMETERY

SPRING GROVE STREET
MEDINA, OHIO 44256

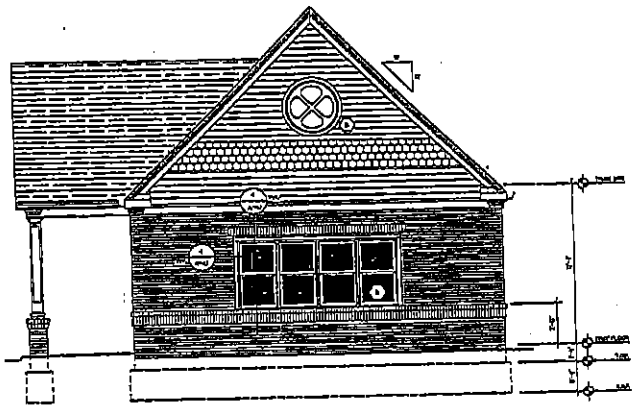


NORTH ELEVATION

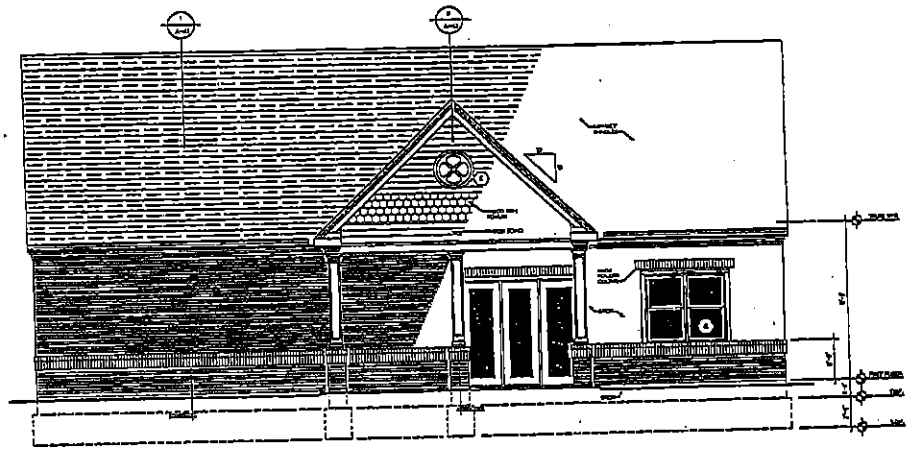


EAST ELEVATION

WINDOW SCHEDULE



SOUTH ELEVATION



WEST ELEVATION

NEW OFFICE BUILDING FOR:

SPRING GROVE CEMETERY

SPRING GROVE STREET
MEDINA, OHIO 44256

STUDIOS

Architecture
Preservation
Graphics
Planning
Interior Design

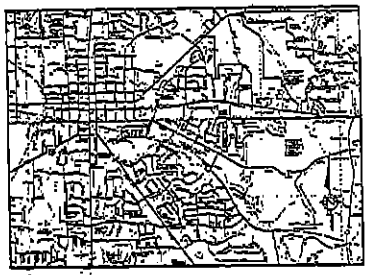
JANUARY 2002

A-3.1

SPRING GROVE CEMETERY

ENGINEERED SITE PLANS

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



LOCATION MAP

INDEX OF DRAWINGS

1 - TITLE SHEET
2 - EXISTING CONDITIONS PLAN
3 - SITE DIMENSION/PAVING PLAN
4 - SITE UTILITY PLAN
5-6 - SITE GRADING/STORMWATER MANAGEMENT PLAN
7 - MISCELLANEOUS NOTES & DETAILS
8-9 - CITY OF MEDINA WATER MAIN DETAIL SHEETS
10 - CITY OF MEDINA STORM SEWER DETAIL SHEET

GENERAL NOTES:

1. ALL MATERIALS AND METHODS OF CONSTRUCTION AND WORKMANSHIP SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND MUNICIPAL STANDARD SPECIFICATIONS.
2. THE OHIO UTILITIES PROTECTION SERVICE, TOLL FREE, TWO-CALL SYSTEM, INC. OF CLEVELAND SHALL BE CONTACTED BY THE CONTRACTOR AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF WORK TO BE DONE NEAR ANY EXISTING UTILITY MAINS AND FOR CONNECTIONS.
3. THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES SHOWN ARE BASED ON RECORDS AND FIELD SURVEYS. ALL SERVICE LATERALS, WHETHER SHOWN OR NOT SHOWN ON THE PLANS, SHALL BE LOCATED AND PROTECTED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES WHICH MAY HAVE FACILITIES IN THE AREA OF CONSTRUCTION.
4. CATCH BASINS SHALL CONFORM TO O.D.O.T. STANDARDS.
5. ANY UNSUITABLE SOILS ENCOUNTERED IN PROPOSED PAVEMENT AREAS SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL, APPROVED BY THE ENGINEER.
6. TRENCHES UNDER PAVING, WITHIN FIVE (5) FEET OF EXISTING OR PROPOSED PAVEMENT AREAS SHALL BE BACKFILLED WITH SAND, AS APPROVED.
7. ALL STORM SEWERS TO BE INSPECTED AS PER CITY OF MEDINA CODIFIED ORDINANCES, CHAPTER 50, CODE TITLES, ARTICLE 04, SECTIONS 50.20, 50.21 AND 50.22.
8. DISTURBED AREAS WHICH WILL REMAIN UNFINISHED FOR A PERIOD OF 30 DAYS OR GREATER SHALL BE STABILIZED WITH MULCHING AND MULCHING ON A HIGH ERODIBILITY POTENTIAL WITHIN 7 DAYS OF THE LAST DISTURBANCE.
9. A FINAL LOT GRADING AND SEEDING SHALL BE APPLIED TO ALL BARE AREAS IMMEDIATELY AFTER THE CONSTRUCTION IS COMPLETE.
10. ALL FILL SLOPES AS SHOWN ON THE GRADING PLAN, FROM TOE AND SHOULDER CONSTRUCTION ASPHALT.
11. THE CONTRACTOR SHALL PROVIDE TEMPORARY MEANS NECESSARY TO REMOVE MUD AND DEBRIS FROM THE SITE, AS MAY BE CAUSED BY HIS OPERATIONS STATEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO IMMEDIATELY SWEEP AND CLEAN ANY MUD AND DEBRIS THAT MAY BE TRACKED ONTO THE PAVEMENT.
12. ALL PERSONS AND VEHICLES ENTERING, TRAVELING WITHIN OR ON THE PLAN SHALL CONFORM WITH THE RULES AND STIPULATIONS APPROVED BY THE OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION, MANAGEMENT AND LAND DEVELOPMENT.
13. EXISTING GROWTH VEGETATION, TREES, BRUSH, VEGETATION OR PLANTS IS ESTABLISHED WITH ALL DISTURBED AREAS.
14. PERIMETER EROSION CONTROLS SHALL BE IMPLEMENTED AS THE FIRST STEP OF CLEARING AND WORK IS DONE WITHIN THE BOUNDARY OF BUILDING AND SMALL STRUCTURE, AS FUNCTION SHALL SPECIFY AREAS ARE CONTAINED BY BARRIERS.
15. EROSION AND SEDIMENT CONTROL PRACTICES NOT ALREADY ON THE PLAN MAY BE REQUIRED DUE TO UNFORESEEN, UNFAVORABLE, EMERGENCY AND/OR CHANGES IN SEASONAL PATTERNS BASED AT THE PROJECT SITE.
16. ALL LOCAL, SANITARY, AND TOXIC WASTES MUST BE DISPOSED OF AT A PROPER MANNER IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
17. WHEN CONSTRUCTION IS COMPLETE AND ALL AREAS ARE STABILIZED WITH VEGETATION, ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED FROM THE SITE.
18. VEHICLES TO BE WASHED AND WASTES OR POTENTIAL DISPOSAL STRICTLY FORBIDDEN ONLY AS DESIGNATED AREAS A MINIMUM OF 5 HOURS PRIOR.
19. ALL EXCESS MATERIAL, DIRT, ETC.) GENERATED FROM THIS PROJECT SHALL BE PROPERLY REMOVED AND HAULED TO AN OFF-SITE LOCATION, AS SHOWN ON THE PLAN AS DIRECTED BY THE OWNER.
20. ALL WORK SHALL BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE.
21. SANITARY SEWER CONSTRUCTION SHALL BE AT PVC ASTM 3034, SDR 26, SANITARY MANHOLES NO. 1V 36, AND W/ A CAST IRON MANHOLE "SOLID" SEWER FRAME/COVER DESIGN, AND SHALL ALL WATER CONFORMING TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
22. SANITARY SEWER FORCE MAIN SHALL BE PVC, ASTM D2241, SDR 21.
23. ALL WORK WITHIN R.O.W. TO BE MAINTAINED/PAVED SHALL BE IN ACCORDANCE WITH CITY OF MEDINA AND ODOT STANDARDS.

TWO WORKING DAYS
BEFORE YOU DIG
Call 1-800-362-2764
(Toll Free)
Outside Ohio 216-734-9151
Ohio Utilities Protection Service

NEIL E. CUNNINGHAM, P.E. REG. NO. E-61778 DATE

STATE OF OHIO
NEIL E.
CUNNINGHAM
E-61778
REGISTERED
PROFESSIONAL ENGINEER

REVISIONS			
NO.	DESCRIPTION	DATE	BY

SPRING GROVE CEMETERY
CITY OF MEDINA
MEDINA COUNTY, OHIO

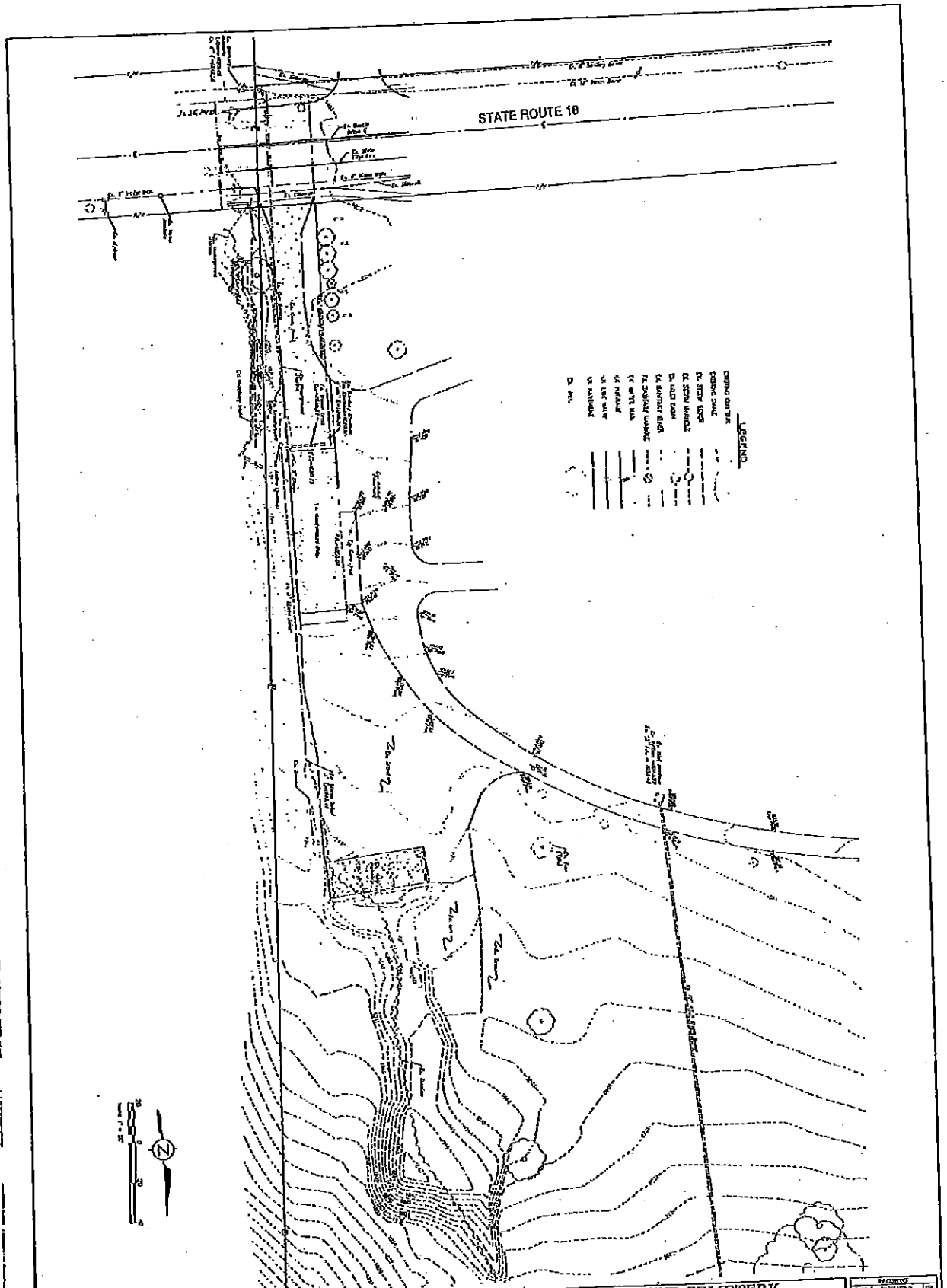
CUNNINGHAM & ASSOCIATES, INC.
CIVIL ENGINEERING and SURVEYING
840 W. LIBERTY ST., MEDINA, OHIO 44256 (330) 725-9660

TITLE SHEET

DRAWN: NEC
DATE: 4/28/06
CHECKED BY:
DATE:
PROJECT NO. 11-451
ADDENDUM/SUBMITTED/APP.
SCALE: N.T.S. 5'-0"
PROFILE: N.T.S.

1/10

EXHIBIT B



TOPOGRAPHIC SURVEY
AND
EXISTING CONDITIONS PLAN

SPRING GROVE CEMETERY

CUNNINGHAM & ASSOCIATES, INC.
CIVIL ENGINEERING and SURVEYING

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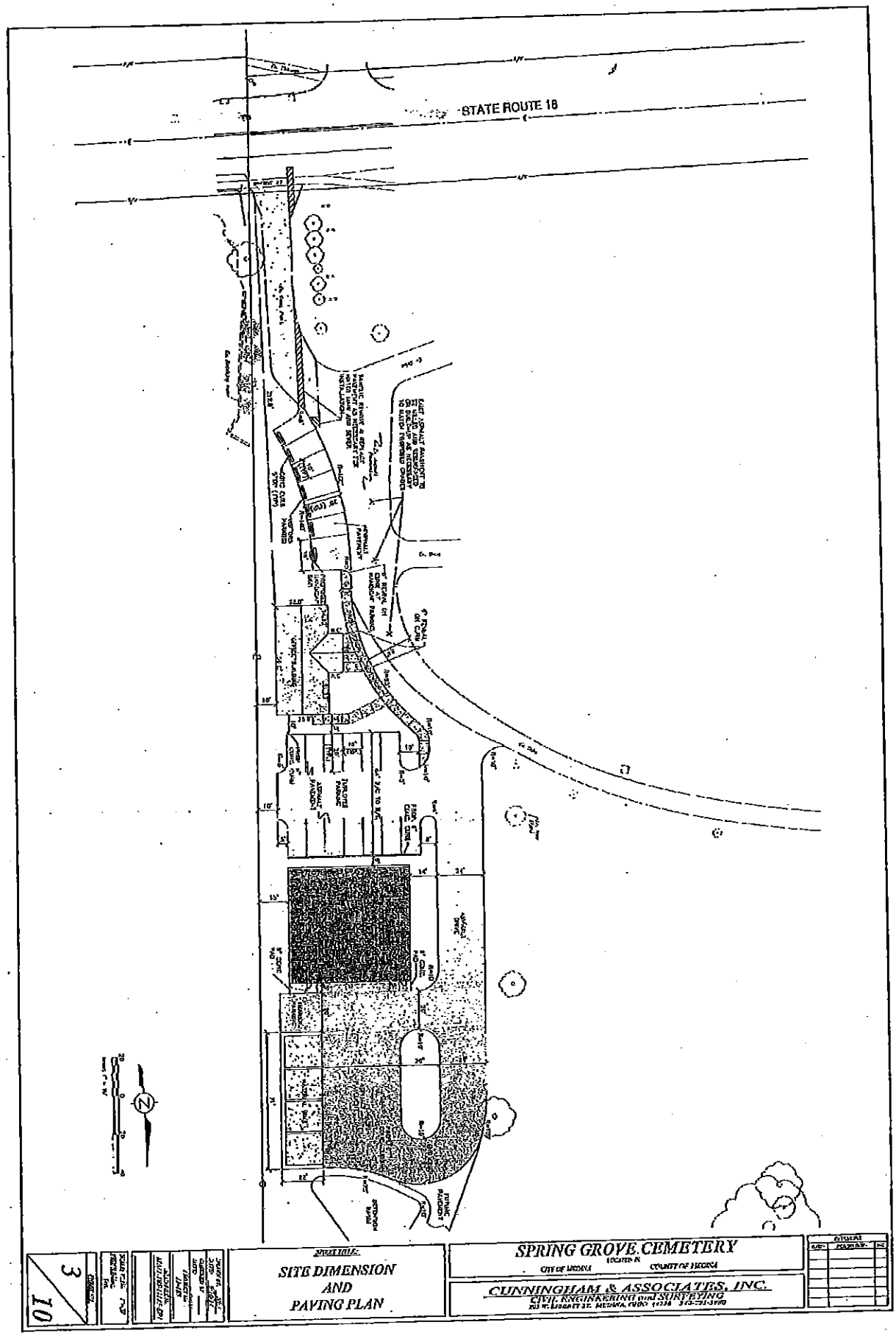
STATE ROUTE 18
SITE DIMENSION AND PAVING PLAN
SPRING GROVE CEMETERY
CUNNINGHAM & ASSOCIATES, INC.
CIVIL ENGINEERING and SURVEYING
3
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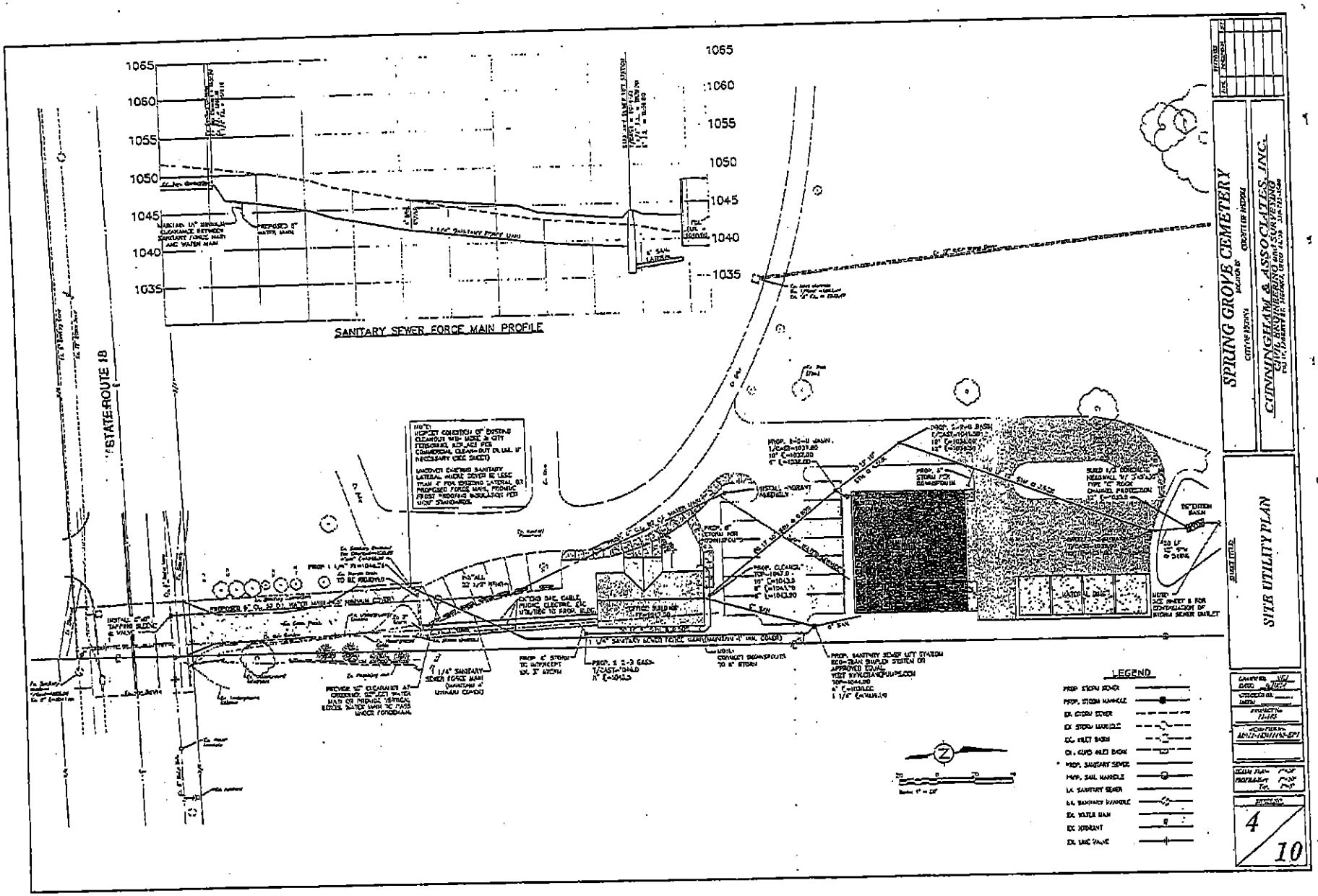
SANITARY SEWER FORCE MAIN PROFILE
STATE ROUTE 18
SPRING GROVE CEMETERY
CUNNINGHAM & ASSOCIATES, INC.
SITE UTILITY PLAN
LEGEND
4
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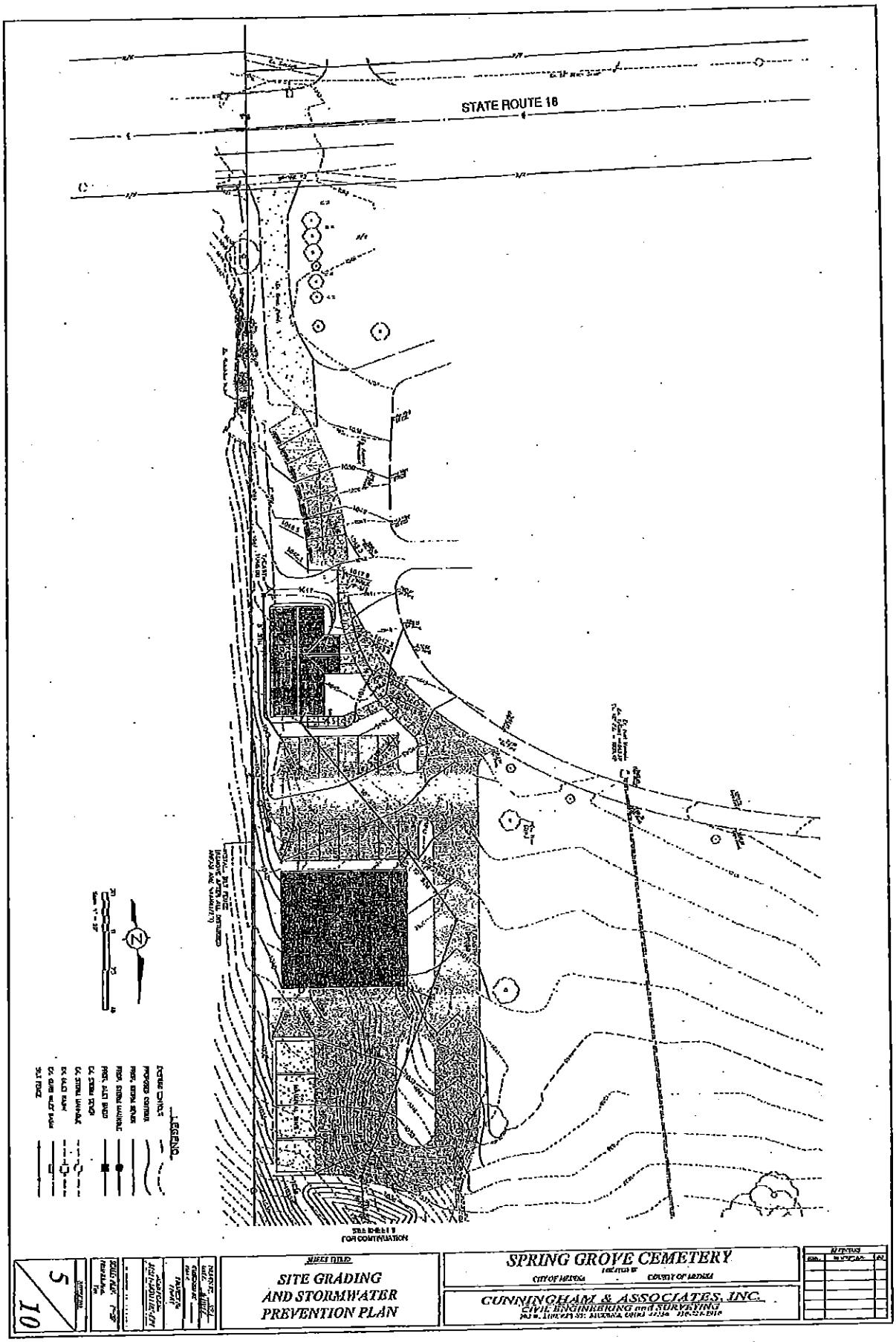

SHEET TITLE

SITE GRADING AND STORMWATER PREVENTION PLAN

SPRING GROVE CEMETERY

CUNNINGHAM & ASSOCIATES, INC.
CIVIL ENGINEERING and SURVEYING

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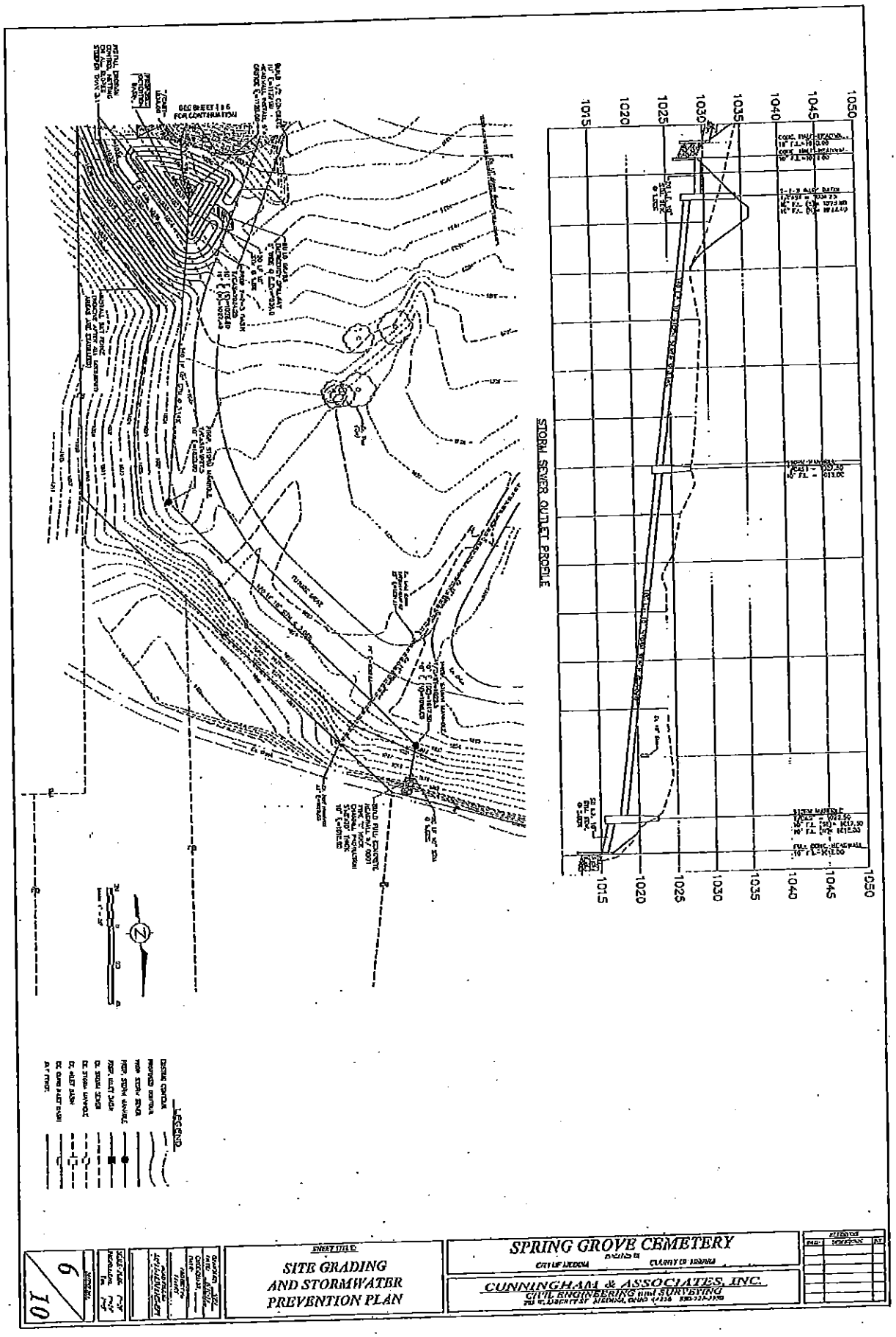
SEE SHEET 3 & 6 FOR CONTINUATION
STORM SEWER OUTLET PROFILE
1015
1020
1025
1030
1035
1040
1045
1050
LEGEND
SITE GRADING AND STORMWATER PREVENTION PLAN
SPRING GROVE CEMETERY
CUNNINGHAM & ASSOCIATES, INC.
CIVIL ENGINEERING and SURVEYING
9
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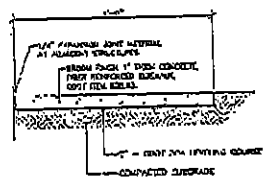
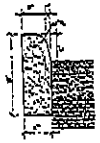


CONCRETE SIDEWALK SPECIFICATION

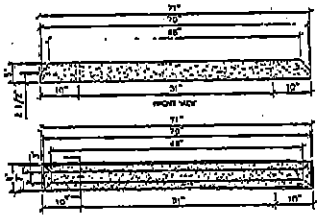
SCALE: NTS.

ASPHALT PAVEMENT SPECIFICATION

SCALE: NTS.



COST TYPE B CONCRETE CURB DETAIL



PARKING CURB STOP DETAIL

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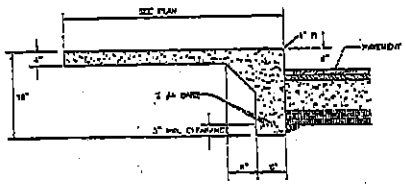
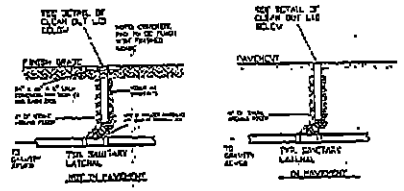
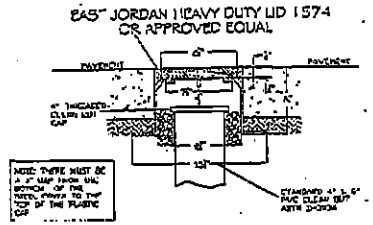


CURBED SIDEWALK DETAIL

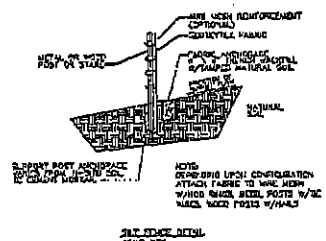
- COMMERCIAL - TYP. CLEAN OUT DETAIL



HANDICAP PARKING SIGN DETAIL



EAST JORDAN HEAVY DUTY LID 1574 OR APPROVED EQUAL



SILT FENCE DETAIL

SCALE: NTS.

SEEDING NOTES

[illegible]

PERMANENT SEEDING MIXTURES

NO. OF SEED	NOTES	SEEDING RATES IN POUNDS PER ACRE	PER 1000 SQ. FT.
I. [illegible]			
A. [illegible]		[illegible]	[illegible]
B. [illegible]		[illegible]	[illegible]
C. [illegible]		[illegible]	[illegible]
II. [illegible]			
A. [illegible]		[illegible]	[illegible]
B. [illegible]		[illegible]	[illegible]
C. [illegible]		[illegible]	[illegible]
III. [illegible]			
A. [illegible]		[illegible]	[illegible]
B. [illegible]		[illegible]	[illegible]
IV. [illegible]			
A. [illegible]		[illegible]	[illegible]
B. [illegible]		[illegible]	[illegible]
C. [illegible]		[illegible]	[illegible]

TEMPORARY SEEDINGS & SEEDING RATES

SEEDING RATES	SPECIES	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

SPRING GROVE CEMETERY

CITY OF VERONA — COUNTY OF VERONA

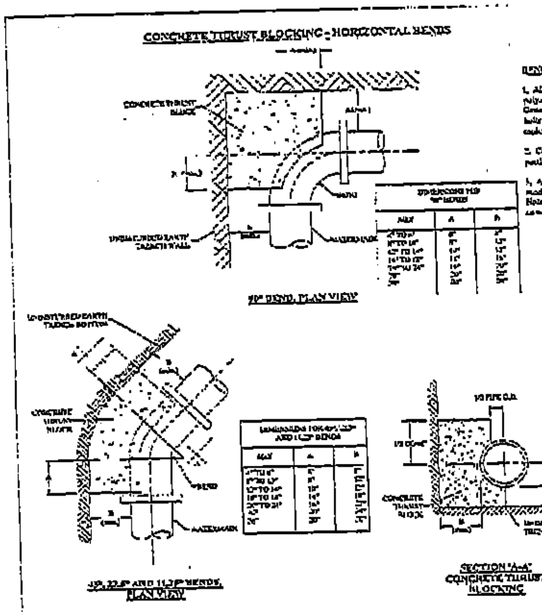
CUNNINGHAM & ASSOCIATES, INC.

CIVIL ENGINEERING and SURVEYING

MISCELLANEOUS NOTES AND DETAILS

7 / 10

CONCRETE THRUST BLOCKING - HORIZONTAL BENDS



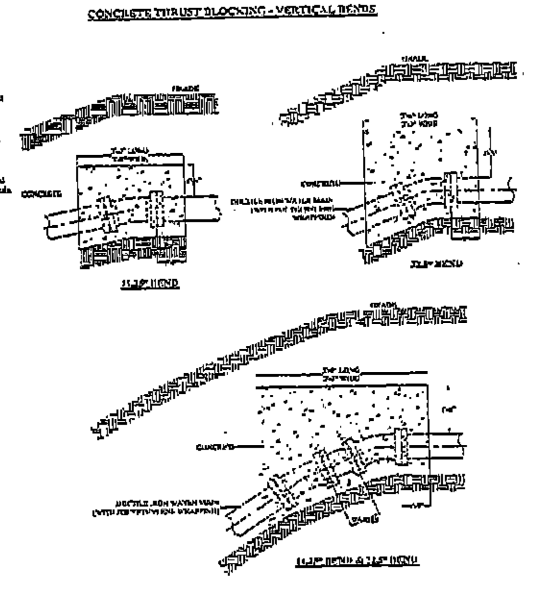
BEND NOTES:

1. All bends shall be restrained in [illegible] as specified in General Note [illegible]. All bolts and [illegible] shall be thoroughly coated with an [illegible].

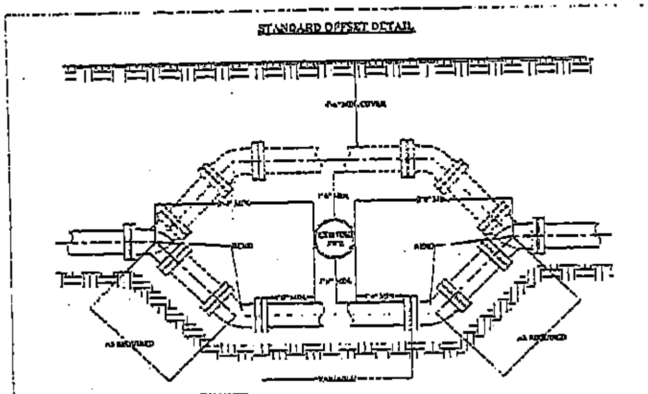
2. Concrete for thrust blocks to be Class 1 [illegible].

3. All bends and fittings to have mechanical joints (as specified in General Note #2) [illegible].

CONCRETE THRUST BLOCKING - VERTICAL BENDS



STANDARD OFFSET DETAIL



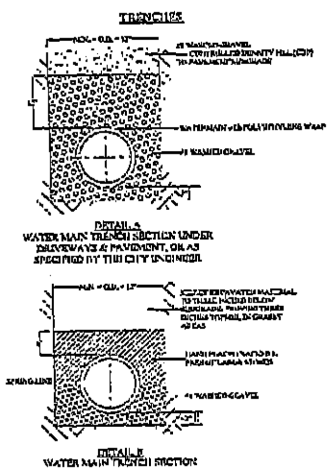
BEND NOTES:

1. THIS DETAIL TO BE USED FOR WATER MAIN PASSING UNDER OR OVER EXISTING PIPE.

2. CONCRETE THRUST BLOCKING IS REQUIRED, BUT NOT SHOWN. REFER TO APPROPRIATE DETAILS AND NOTES FOR BENDS, THIS SHEET.

3. UNLESS NOTED WITHIN THE PLANS, THE MAXIMUM COVER OVER THE PIPE SHALL NOT EXCEED SEVEN (7) FEET WITHOUT PRIOR APPROVAL OF THE CITY.

TRENCHES



NOTES:

1. [illegible] trench [illegible] driveways and pavement shall extend to a minimum of two (2) feet past edge of pavement.

2. At any location where the new water line will cross under existing utilities, the Contractor must support said existing utilities during construction. [illegible] For spans of twelve (12) feet or less, this support shall consist of a [illegible] timber spanning the width of the trench. The timber shall be supported on each side of the trench by a minimum of two (2) feet of undisturbed ground. [illegible] until backfilling and initial settlement are completed. For spans over twelve feet, contact City Engineer.

3. When backfilling trench, Contractor shall take necessary precautions so as not to damage the pipe, the joints or the polyethylene wrap, or to displace the pipe. No backfilling will be permitted over [illegible].

4. Contractor will be required to place additional backfill [illegible] for a period of [illegible] after installation [illegible] to the City for each Project. Contact the City Engineer for details.

5. Contractor shall regrade and reshape all areas to their original or proposed condition.

6. Contractor is required to protect the trench utilizing trench boxes, [illegible] or other methods as required to maintain a stable excavation and to comply with OSHA regulations as well as all other applicable Laws and Regulations. Contractor is responsible for maintaining a safe work area for the workers and the general public.

7. Contractor shall complete installation [illegible] as possible. Trench [illegible] to protect the public. At no time shall the open trench length exceed [illegible] feet. Unless approved [illegible] by the City, no trench shall remain open overnight. In such cases where a trench must be left open overnight, the Contractor shall provide protection of the trench as determined by the City, and as noted in General Note #11, this sheet.

8. Trench width indicated is minimum required width for proper [illegible] around the pipe. Actual width of trench is at the discretion of the installing contractor, and shall be dictated by the width necessary to safely install the pipe. Refer to trench note #6, this section.

GENERAL NOTES

1. All water mains and appurtenances shall be installed in accordance with these specifications and all applicable sections of the American Water Works Association (AWWA) standards. All pipe delivered to the installation site shall be sufficiently protected prior to installation. Any pipe that is damaged as a result of shipping, loading/unloading, storage or installation, shall be subject to rejection by the City. All pipe and fittings shall be clearly labeled by the manufacturer. The contractor shall provide to the City a Manufacturer's Affidavit indicating that all pipe, fittings, valves, fire hydrants and appurtenances have been manufactured and tested in accordance with the requirements of the Standards listed herein.

2. All watermains and fittings to be ductile iron (designed in accordance with AWWA C150; minimum thickness Class 52; manufactured in accordance with AWWA C151), interior lining to be cement mortar with seal coat (in accordance with AWWA C104), exterior coating to be bituminous material, fittings in accordance with AWWA C110 or C153, joints in accordance with AWWA C111 (restrained push-on joints shall be completely boltless; Mechanical Joints shall be MEGALUG as manufactured by EBAA Iron, Inc., or approved equal, of ductile iron and with a working pressure of at least 250 psi and a minimum factor of safety of 2:1). Where necessary any and all bolts and nuts needed for the installation of the water line or its appurtenances shall be Type 304 stainless steel.

3. All water mains and appurtenances to be encased in polyethylene wrap (in accordance with AWWA C105, Method A, and manufacturer's instructions), polyethylene tube, two (2) inch wide plastic backed adhesive tape capable of adhering to both metal surfaces (ductile iron pipe) and polyethylene film. All overlaps to be a minimum of one (1) foot, all overlaps, tears and seams to be completely taped.

4. All water mains shall be installed to provide a minimum 4'-6" of cover. Unless noted on the approved plans, in no case shall the depth of cover exceed 5'-6" without prior approval of the City.

5. Water mains and appurtenances shall not be accepted until successful completion of hydrostatic and bacterial testing.

6. The installing contractor is responsible for hydrostatic testing of the water main. The contractor shall notify the City a minimum of 72 hours prior to pressure testing. The City will coordinate and monitor pressure testing. All water mains will be tested to 150 psi. All testing procedures shall be completed in strict accordance with AWWA C600.

7. The installing contractor is responsible for disinfection of the water main and all appurtenances. All disinfection procedures shall be completed in strict accordance with AWWA C651. All disinfection procedures will be monitored, supervised and coordinated by the City. The contractor shall continuously disinfect the water main and fittings as installation proceeds. Upon completion of installation, the main will be filled and allowed to stand for a minimum 24 hours. After this time, the City will supervise the flushing of the line. The City will then obtain a representative sample(s) for bacterial testing. The contractor shall provide appropriate sample taps for testing. Number and location of the sample taps is at the discretion of the City. Disinfection method, dosage amounts and flushing activities shall be discussed with and accepted by the City prior to commencing installation. If bacteriological tests show the water to be unsafe, the main shall be completely disinfected again by the contractor at no expense to the City.

8. Mechanical joints (as defined in General Note #2, this section) are required at all pipe fittings, valves, hydrants, and hydrant branches, offsets or bends. Any additional areas that require mechanical joints will be noted within the Project plans.

9. Contact the City Engineer as necessary for details of water meter vaults and double check valve/backflow prevention, air release valves, water manholes, support of utilities with spans greater than twelve feet, etc. Additionally, prior to commencing installation, the installing contractor is required to submit specifications and documentation to the City for any required item necessary to the project but not specified herein. City will review and approve said documentation prior to installation.

10. All work necessary to install the water main and its appurtenances, including, but not limited to the assembly, aligning, tapping sleeve and tapping valve, etc. shall be completed by qualified personnel with sufficient experience and skill. The City, at its discretion, can require the installing contractor to prevent an individual from installing water lines if the City does not believe that individual has sufficient skill and experience.

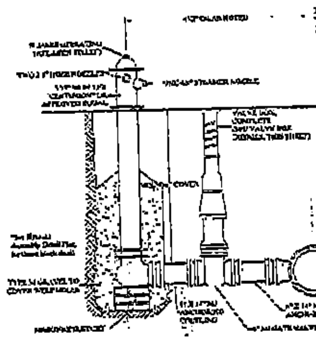
11. The installing contractor is responsible for traffic control. Work zones must be established for any work to be completed in the roadway right-of-way. Work zone control practices shall be discussed and approved prior to commencing any work. Traffic control devices and practices within work zones shall be in accordance with Ohio Manual of Uniform Traffic Control Devices (MUTCD) and the ODOT Manual of Traffic Control for Construction and Maintenance Operation. All traffic control devices shall be in place each day prior to commencing any work. It is the installing contractor's responsibility to protect the safety of the traveling public, both vehicular and pedestrian. When it is necessary to restrict traffic by closing a lane, in addition to the standard signage and barricades, the installing contractor shall provide flagmen with appropriate paddles (and where necessary portable radios) at each end of the work zone. Unless specifically called out in the Project plans, at no time will a contractor be allowed to completely close any street to traffic. No equipment or material will be allowed within 10 feet of the edge of pavement during non working hours. All excavated areas that the City allows to remain overnight shall be delineated at the end of each work day. The area shall be barricaded with either reflectorized drums or barricades with amber flashing lights placed no more than 10 feet on center.

12. The installing contractor shall provide a list of three (3) people and their phone numbers, who can be reached to respond at any time (24 hours a day, 7 days per week) in the event the City determines that immediate corrective action must be taken on any item associated with the installation (traffic control devices, excavation, barricades, etc.).

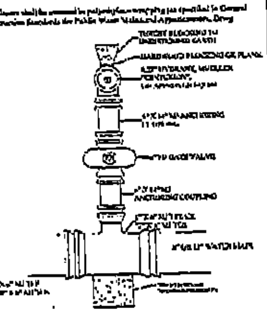
13. The entire work area, and all areas affected during construction, must be continually maintained and cleaned up daily. This includes sweeping or sweeping adjacent roadways to remove debris and excavated materials.

REVISIONS	CITY OF MEDINA
No. 1 [illegible]	CONSTRUCTION STANDARDS
No. 2 [illegible]	Public Water Mains and Appurtenances
No. 3	
No. 4	
No. 5	
No. 6	Sheet Number 8 of 10

FIRE HYDRANTS



HYDRANT ASSEMBLY PROFILE



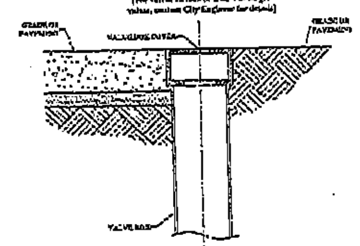
HYDRANT ASSEMBLY DETAIL PLAN

HYDRANT NOTES:

1. All hydrants shall be 5.25" main valve [illegible]
2. All hydrants shall be "Traffic" [illegible]
3. All hydrant lateral shall be [illegible]

VALVE & VALVE BOX

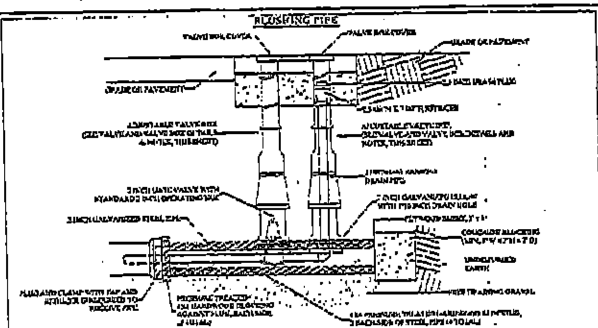
(For valves 12 inch or less. For larger valves, contact City Engineer for details)



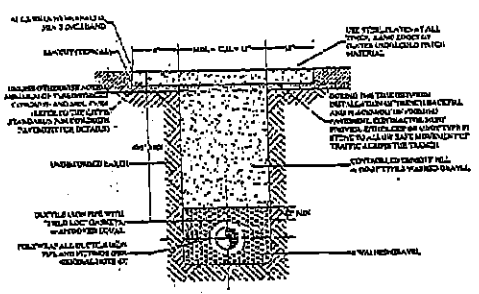
VALVE/VALVE BOX NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]

FLUSHING PIPE



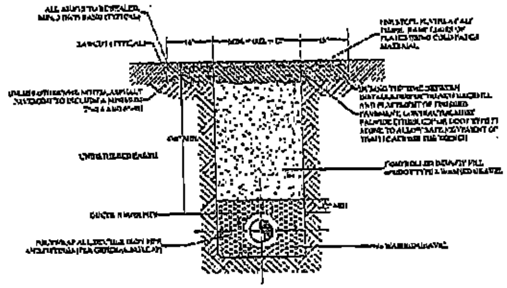
STREET CROSSINGS - OPEN CUT DETAIL



OPEN CUT - CONCRETE STREETS NOTES:

1. EXTEND CONTROLLED DENSITY FILL OR WASHED GRAVEL TO FIVE (5) FEET OUTSIDE EDGE OF PAVEMENT EACH SIDE.
2. CONCRETE PAVEMENT TO BE MINIMUM SEVEN (7) INCHES THICK, (EXCEPT AS NOTED UPON PLANS), REINFORCED, INSTALLED PER CITY OF MEDINA STANDARD DRAWING FOR PAVEMENT.
3. UNLESS SPECIAL AUTHORIZATION IS APPROVED IN ADVANCE, AT NO TIME MAY THE ROADWAY BE COMPLETELY SHUT DOWN. CONTRACTOR MUST MAINTAIN A MINIMUM OF ONE LANE OF TRAFFIC AT ALL TIMES. WHEN ONE LANE OF TRAFFIC IS PROVIDED, IN ADDITION TO THE SIGNS AND BARRICADES REQUIRED, CONTRACTOR MUST PROVIDE FLAGMEN WITH PADDLES AT EACH END OF THE WORK ZONE. STRICT COMPLIANCE WITH THE CITY'S TRAFFIC CONTROL GUIDELINES (REFER TO GENERAL NOTES, CONSTRUCTION STANDARD DRAWING [illegible]) IS REQUIRED.
4. TRENCH WIDTH INDICATED IS MINIMUM WIDTH FOR PROPER STONE COVERAGE. ACTUAL WIDTH OF TRENCH IS AT THE INSTALLING CONTRACTOR'S DISCRETION, AND SHALL BE DICTATED BY THE WIDTH NECESSARY TO SAFELY INSTALL THE PIPE. REFER TO TRENCH NOTE #4, STANDARD CONSTRUCTION DRAWING [illegible]

OPEN CUT DETAIL - CONCRETE STREET



OPEN CUT - ASPHALT STREET NOTES:

1. EXTEND CONTROLLED DENSITY FILL OR WASHED GRAVEL TO FIVE (5) FEET OUTSIDE EDGE OF PAVEMENT, EACH SIDE.
2. UNLESS SPECIAL AUTHORIZATION IS APPROVED IN ADVANCE, AT NO TIME MAY THE ROADWAY BE COMPLETELY SHUT DOWN. CONTRACTOR MUST MAINTAIN A MINIMUM OF ONE LANE OF TRAFFIC AT ALL TIMES. WHEN ONE LANE OF TRAFFIC IS PROVIDED, IN ADDITION TO THE SIGNS AND BARRICADES REQUIRED, CONTRACTOR MUST PROVIDE FLAGMEN WITH PADDLES AT EACH END OF THE WORK ZONE. STRICT COMPLIANCE WITH THE CITY'S TRAFFIC CONTROL GUIDELINES (REFER TO GENERAL NOTES, CONSTRUCTION STANDARD DRAWING [illegible]) IS REQUIRED.
3. TRENCH WIDTH INDICATED IS MINIMUM WIDTH FOR PROPER STONE COVERAGE. ACTUAL WIDTH OF TRENCH IS AT THE INSTALLING CONTRACTOR'S DISCRETION, AND SHALL BE DICTATED BY THE WIDTH NECESSARY TO SAFELY INSTALL THE PIPE. REFER TO TRENCH NOTE #4, STANDARD CONSTRUCTION DRAWING [illegible]

OPEN CUT DETAIL - ASPHALT STREET

STREET CROSSINGS—JACK AND BORE & DIRECTIONAL DRILLING

(Pertains from 12 inches in diameter or less. For larger size lines, contact the City Engineer)

NOTES:

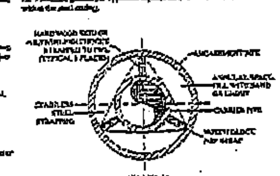
1. Where required, water main crossing of streets can be completed by either jacking and boring or directional drilling. [illegible]
2. Upon request, Contractor, or his boring/drilling subcontractor, must submit evidence of qualifications and/or experience [illegible]
3. Contractor shall notify the City a minimum of 72 hours prior to commencing operations. [illegible]
4. [illegible]
5. Contractor responsible for determining and accepting subsurface conditions. [illegible]
6. All work, storage, staging, etc. to be completed within existing City [illegible]
7. [illegible]
8. Steel encasement pipe to comply with ASTM A139, Grade B, [illegible]

Water Line [illegible]

Water Line [illegible]

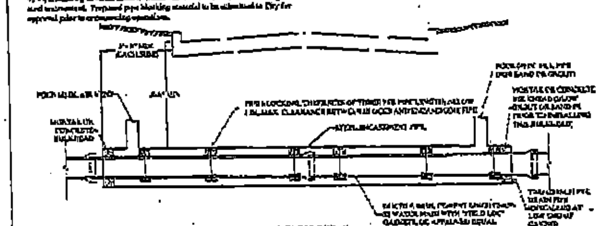
Water Line larger than 12-inches in diameter, Contact City Engineer.

9. [illegible]
10. Bulkheads to be mortar or concrete, as approved by the City prior to installation.
11. [illegible]
12. [illegible]
13. [illegible]
14. [illegible]
15. [illegible]
16. [illegible]



SECTION

STEEL ENCASEMENT PIPE DETAIL



BORING DETAIL

STEEL ENCASEMENT PIPE DETAIL

REVISIONS	CITY OF MEDINA
[illegible]	CONSTRUCTION STANDARDS
[illegible]	Public Water Mains and Appurtenances
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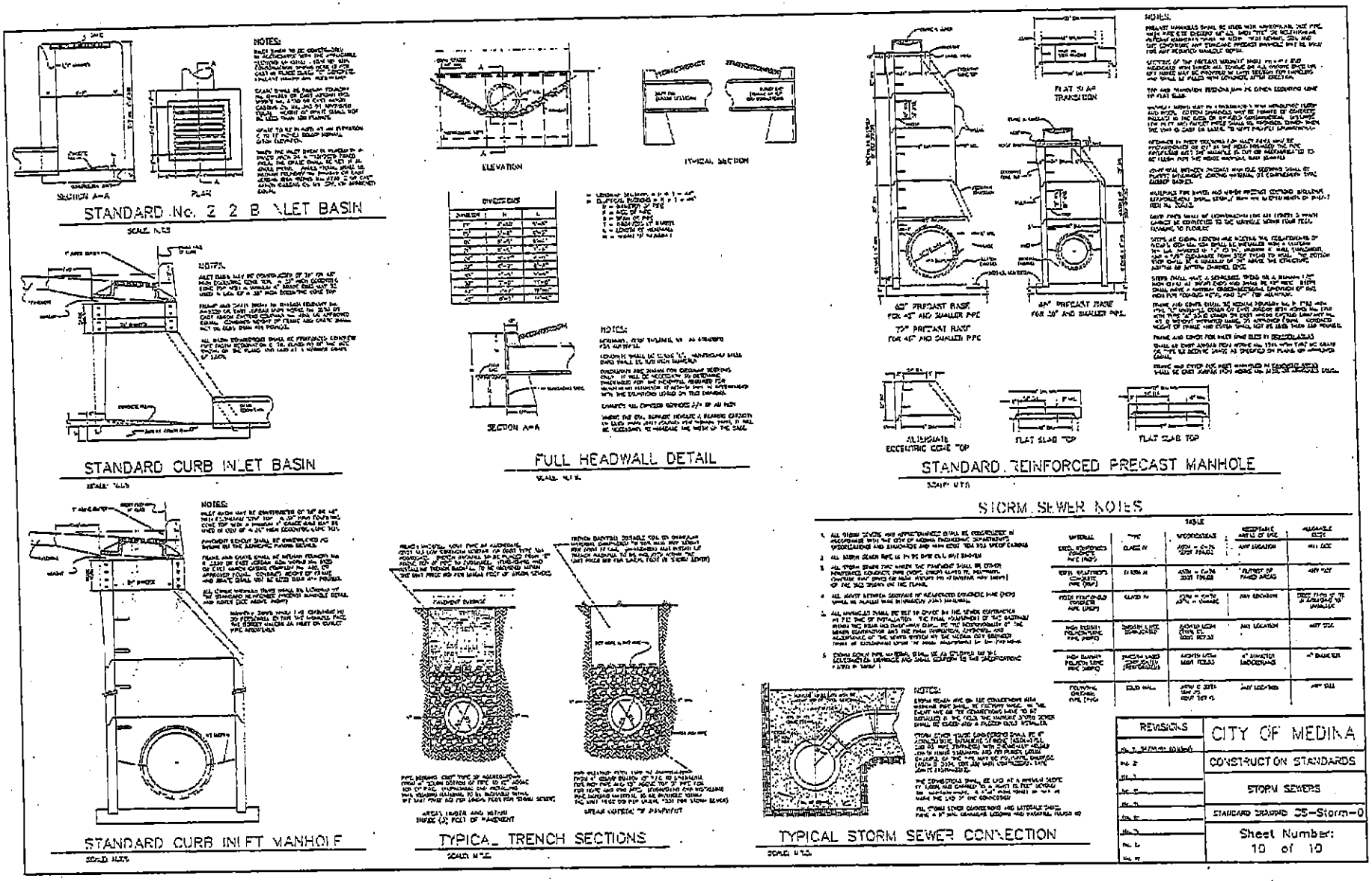
STANDARD No. 2 2 B INLET BASIN
SECTION A-A
PLAN
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ELEVATION
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DIVERSIONS
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FULL HEADWALL DETAIL
FLAT SLAB TOP
ALTERNATE ECCENTRIC CONE TOP
STANDARD REINFORCED PRECAST MANHOLE
STANDARD CURB INLET MANHOLE
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