

**ORDINANCE NO. 162-20**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE FRIENDS OF THE CEMETERY FOR CEMETERY DRAINAGE IMPROVEMENTS AT SPRING GROVE CEMETERY.**

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

**SEC. 1:** That the Mayor is hereby authorized to enter into a Drainage Improvement Agreement with the Friends of the Cemetery (FOC) for cemetery drainage improvements at Spring Grove Cemetery.

**SEC. 2:** That a copy of the Agreement is marked Exhibit A, 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:** September 14, 2020

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** September 15, 2020

**SIGNED:** Dennis Hanwell  
Mayor

**SPRING GROVE CEMETERY**  
**DRAINAGE IMPROVEMENT AGREEMENT**

This Agreement made this 15<sup>th</sup> day of September, 2020, 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. CEMETERY DRAINAGE IMPROVEMENTS**

The City of Medina and the Friends of the Cemetery agree to jointly work together toward the completion of drainage improvements at the Spring Grove Cemetery, which is a property owned and managed by the City of Medina. The scope of the project is defined as follows:

- A. **Spring Grove Cemetery Drainage Improvements.** Attached hereto and incorporated herein are plans and construction estimates for drainage improvements to be completed at the Spring Grove Cemetery ("Improvements"). The estimated cost of the Improvements outlined herein is Twenty-six Thousand One Hundred Seventy-three and 35/100 Dollars (\$26,173.35). The Friends of the Cemetery agrees to be responsible for constructing the Improvements and paying the cost of the Improvements outlined herein in accordance with the documents attached hereto as "Exhibit A." The Friends of the Cemetery agrees to hire the contractor who will be completing the Improvements. The Friends of the Cemetery agrees to be responsible for completing the Improvements as set forth in the plans attached hereto. The design and plans for the Improvements are on file with the Medina City Engineer and with the Medina Parks Director/Superintendent.

The City of Medina agrees to participate in the project by way of removing monuments/grave markers and footers, and reinstalling the monuments/ grave markers and footers so that the drainage project may proceed in accordance with the plans outlined herein.

The City of Medina shall not be responsible for the costs associated with Spring Grove Cemetery Improvements. Upon completion of the Improvements, the Friends of the Cemetery agrees to donate the Improvements to the City of Medina, and the City of Medina hereby agrees to accept the donation of the Improvements. The City of Medina hereby agrees to provide, at its cost, all future maintenance of the Improvements after acceptance of the work as outlined herein.

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 the construction of the Improvements to be completed pursuant to the plans now on file with the Medina City Engineer and the Medina Parks Director/Superintendent.

## **ARTICLE 2. TIME OF COMPLETION**

The parties hereto agree that the construction work contemplated for the Improvements shall be completed within a reasonable time with appropriate consideration given to weather conditions and unforeseen circumstances that may arise during completion of the project. The proposed drainage project shall be completed by no later than fifteen (15) months from the date of commencement of the project.

## **ARTICLE 3. MECHANIC'S LIEN**

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

## **ARTICLE 4. BONDING**

The Friends of the Cemetery agrees that the contractor hired by the Friends of the Cemetery to construct the Improvements proposed herein shall provide to the City of Medina and shall, at all times during the project, 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 and such approval shall not be unreasonably withheld, conditioned or delayed.

## **ARTICLE 5. 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 6. 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 7. 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.

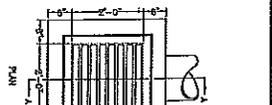
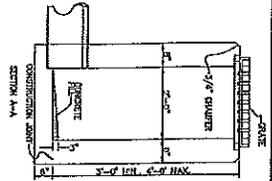
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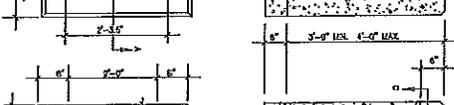
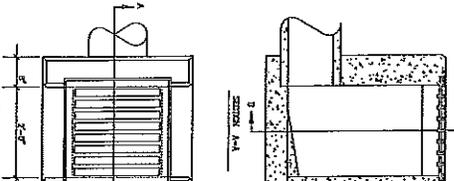




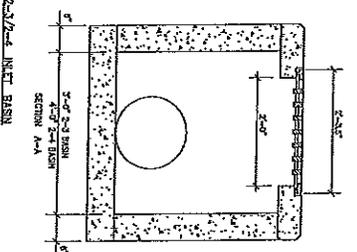
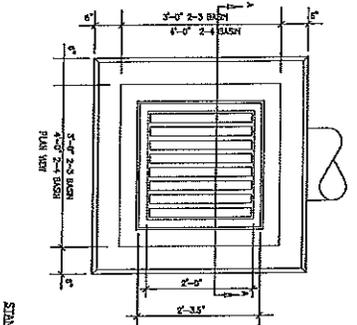
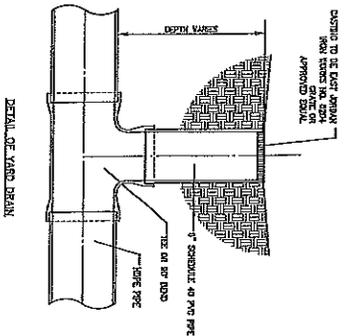




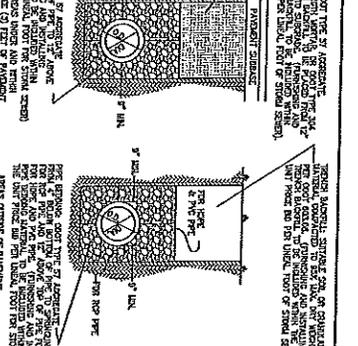
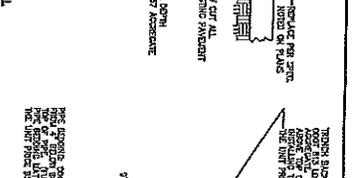
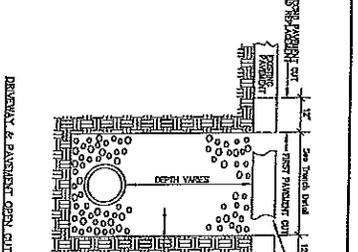
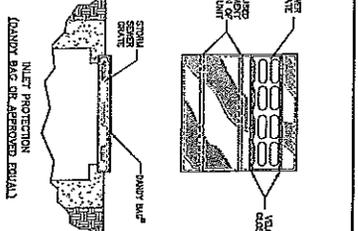
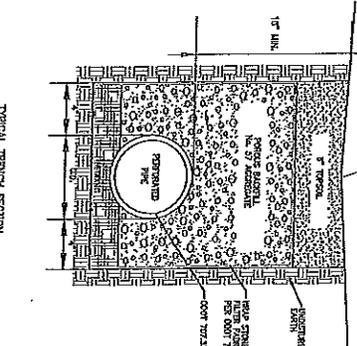
**NOTES:**  
 1. ALL STORM SEWER AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF MEDINA SPECIFICATIONS FOR SEWERAGE AND STORMWATER AND WITH GOOD PRACTICE AND SPECIFICATIONS.  
 2. ALL STORM SEWER PIPE IS TO BE SAW CUT, NOT BROKEN.  
 3. ALL STORM SEWER PIPE UNDER THE MANHOLE SHALL BE EITHER CLASS B OR CLASS II POLYETHYLENE GLASS FIBER REINFORCED PIPE (FRP) OR CLASS IV POLYETHYLENE GLASS FIBER REINFORCED PIPE (FRP) OF THE SIZE SHOWN ON THE PLANS.  
 4. ALL STORM SEWER SECTIONS OF REMOVED CONCRETE PIPE (RCP) SHALL BE SEALED WITH BITUMINOUS COAT DOWNSIDE.  
 5. ALL MANHOLES SHALL BE SET TO CREATE BY THE SEWER CONTRACTOR WITHIN THE ROAD RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE SEWER CONTRACTOR AND THE FINAL INSPECTION, APPROVAL, AND SIGNATURE OF THE CITY ENGINEER SHALL BE OBTAINED PRIOR TO THE START OF THE STORM SEWER CONSTRUCTION.  
 6. STORM SEWER PIPE LAYOUTS SHALL BE AS SHOWN ON THE SPECIFICATIONS SHEET IN TITLE "I".



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**TABLE 1**

MATERIAL	TYPE	SPECIFICATIONS	APPROPRIATE AGES OF USE	ALLOWABLE SIZES
STEEL REINFORCED PIPE (SRP)	CLASS IV	ASTM - C-76 5011 70022	ANY LOCATION	ANY SIZE
STEEL REINFORCED PIPE (SRP)	CLASS B	ASTM - C-76 5011 70022	ANY LOCATION	ANY SIZE
FRP (REINFORCED)	CLASS IV	ASTM - C-76 5011 70022	ANY LOCATION	2" THROUGH 6" DIAMETER
HIGH DENSITY POLYETHYLENE GLASS FIBER REINFORCED PIPE (HDPE)	SUBCLASS 1	ASTM D 2658 1911 21123	ANY LOCATION	ANY SIZE
HIGH DENSITY POLYETHYLENE GLASS FIBER REINFORCED PIPE (HDPE)	SUBCLASS 2	ASTM D 2658 1911 21123	ANY LOCATION	ANY SIZE
POLYBUTYLENE GLYCOL (PBG)	SOLID WALL	ASTM D 3035 5007 77248	ANY LOCATION	ANY SIZE

**MISCELLANEOUS DETAILS**

DATE: 10/15/2019  
 DRAWN BY: JLD  
 CHECKED BY: JLD  
 APPROVED BY: JLD  
 SCALE: 1/4" = 1'-0"

**SPRING GROVE CEMETERY DRAINAGE IMPROVEMENTS**

CITY OF MEDINA COUNTY OF MEDINA

**CUNNINGHAM & ASSOCIATES, INC.**  
 CIVIL ENGINEERING and SURVEYING  
 103 W. LIBERTY ST., MEDINA, OHIO 44026 330-725-5900

NO.	DATE	DESCRIPTION
1	10/15/2019	ISSUED FOR PERMIT
2	10/15/2019	ISSUED FOR PERMIT
3	10/15/2019	ISSUED FOR PERMIT
4	10/15/2019	ISSUED FOR PERMIT
5	10/15/2019	ISSUED FOR PERMIT

