

ORDINANCE NO. 139-23

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF INTENT WITH THE FRIENDS OF THE CEMETERY RELATIVE TO THE MAUSOLEUM REPAIR PROJECT 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 execute a Letter of Intent with the Friends of the Cemetery relative to the Mausoleum Repair Project at Spring Grove Cemetery.

SEC. 2: That a copy of the Letter of Intent is marked Exhibit A attached hereto and made a part hereof, and subject to the Law Director's final approval of the Building Project Agreement.

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 11, 2023

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

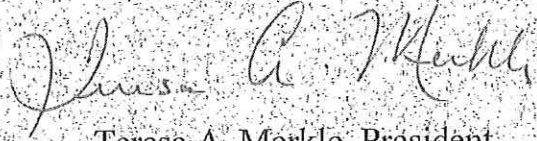
APPROVED: September 12, 2023

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. 139-23 APPROVED BY SAID COUNCIL ON Sept. 11, 2023
Kathy Patton
CLERK OF COUNCIL

The Friends of the Cemetery will work hand in hand on this project with the City's Service Director, Director of Parks and Recreation, and City Engineer as we have on many successful capital projects over the past 25 years.

Sincerely,



Teresa A. Merkle, President

Acknowledged and agreed:

City of Medina

By: Dennis Hanwell

Name: Dennis Hanwell

Title: Mayer

9-12-2023

Ord. 139-23

SPRING GROVE CEMETERY
MAUSOLEUM REPAIR PROJECT AGREEMENT

This Agreement made this 9th day of February, 2024, 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, 775 East Washington Street, Medina, Ohio 44256.

WITNESSETH:

ARTICLE 1. MAUSOLEUM REPAIR PROJECT

The City of Medina and the Friends of the Cemetery agree to jointly work together toward the completion of the Mausoleum Repair Project 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 Mausoleum Repair Project.** Attached hereto and incorporated herein are the Letters of Intent, plans, and construction estimates for repairs to be completed at the Spring Grove Cemetery Mausoleum ("Repairs"). The estimated cost of the Repairs outlined herein is One hundred eighty-three thousand and eleven dollars (\$183,011.00). The Friends of the Cemetery agrees to be responsible for constructing the Repairs and paying the cost of the Repairs 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 Repairs. The Friends of the Cemetery agrees to be responsible for completing the Repairs as set forth in the plans attached hereto. The design and plans for the Repairs are on file with the Medina City Engineer and with the Medina City Parks Director.

The City of Medina agrees to participate in the project by working with the contractor to coordinate access to the building so that the 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 Mausoleum Repair Project. Upon completion of the Repairs, the Friends of the Cemetery agree to donate the Repairs to the City of Medina, and the City of Medina hereby agrees to accept the donation of the Repairs.

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 Repairs to be completed pursuant to the plans now on file with the Medina City Engineer and the Medina City Parks Director.

ARTICLE 2. TIME OF COMPLETION

The parties hereto agree that the construction work contemplated for the Repairs 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 Mausoleum Repair 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 agree that the contractor hired by the Friends of the Cemetery to construct the Repairs 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.

Remainder of this page intentionally left blank

[Signature Page to Mausoleum Repair Project Agreement]

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

**CITY OF MEDINA,
an Ohio Municipal Corporation**

By: 
Name: Dennis Hanwell
Its: Mayor


**FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation**

By: 
Name: Teresa Merkle
Title: President

STATE OF OHIO)
COUNTY OF MEDINA)

SHERRY A. CROW
Notary Public
State of Ohio, Medina County
My Commission Expires 5-27-24

The foregoing instrument was acknowledged before me this 9th day of February, 2024 by **Dennis Hanwell, Mayor of the City of Medina**, an Ohio municipal corporation on behalf of the municipal corporation.


NOTARY PUBLIC

STATE OF OHIO)
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this 28th day of February, 2024 by **Teresa Merkle, President of Friends of the Cemetery**, an Ohio nonprofit corporation, on behalf of the corporation.


NOTARY PUBLIC

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



DONNA KNACK
NOTARY PUBLIC
STATE OF OHIO
MEDINA COUNTY
My Commission Expires 1/21/2028