

ORDINANCE NO. 99-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LETTER AGREEMENT WITH WHEELING AND LAKE ERIE RAILWAY COMPANY AS PART OF THE WEST SMITH ROAD RECONSTRUCTION PROJECT.

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 Letter Agreement with Wheeling and Lake Erie Railway Company in order to allow the City to enter onto and make improvements within Wheeling's right of way on West Smith Road, as part of the West Smith Road Reconstruction Project.

SEC. 2: That a copy of the Letter Agreement is marked Exhibit A, attached hereto and incorporated herein, and is subject to final approval of the Law Director.

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: May 9, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: May 10, 2022

SIGNED: Dennis Hanwell
Mayor

April 12, 2022

020 99-22

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

Agreement No. _____

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

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

AARDOT No. 002086T

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

Dear Jeff:

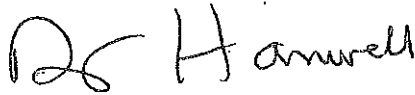
The proposed work is for the **CR 0004 15.47 (West Smith Road)** improvements adjacent to the existing at-grade crossing of WLE track in the **City of Medina, Ohio** at Subdivision Mile Post **MP A-140.1** includes full depth pavement replacement, concrete curb, sidewalk, waterline installation, and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

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

- c) All obligations of the City provided for in this agreement which require the expenditure of funds by the City shall terminate at the end of the future biennium, being June 30, 2025. If construction covered under said agreement is not completed by June 30, 2025, it is the expressed intention of the parties to renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2025 and ending no later than June 30, 2026; until such time as construction covered under said agreement is complete. Said renewal is conditioned upon the City determining future appropriations will permit the City to renew said obligations.
 - d) Contingent upon meeting requirements indicated above, the company shall permit the City and/or its contractor to enter upon lands owned or operated by the company to permit the construction and/or maintenance referenced herein.
- 4) Upon receipt of a Letter of Authorization received from the City, the Railway shall proceed with, and the City shall reimburse for all necessary force account work to accommodate the project, including but not limited to flagging and construction engineering. The City shall reimburse the railroad for applicable construction and engineering costs, based upon project billings rendered from the railroad in accordance with 23 CFR 140. The railroad shall render its billings to the City within 90 days in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records and substantiating data for such costs as may be necessary.

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

Sincerely,



Dennis Hanwell
Mayor, City of Medina

Accepted by Wheeling & Lake Erie Railway

By: _____

Title: _____

Date: _____