

*fully executed***RESOLUTION NO. 113-25****A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO RAIL DEVELOPMENT COMMISSION (ORDC).****BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to file an application with the Ohio Rail Development Commission (ORDC) for a grant to be used to reconstruct the City's railroad between State Road and Progress Drive.
- SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: June 9, 2025**SIGNED:** John M. Coyne, III
President of Council**ATTEST:** Kathy Patton
Clerk of Council**APPROVED:** June 10, 2025**SIGNED:** Dennis Hanwell
Mayor

AGREEMENT

This Grant Agreement ("Agreement"), made and entered into this 16 day of JULY, 2026 2026, by and among the STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION (hereinafter referred to as "Grantor"), 1980 West Broad Street, Mail Stop 3140, Columbus, Ohio 43223, and CITY OF MEDINA (hereinafter referred to as the "Grantee"), with principal offices at 132 N Elmwood Ave Medina, OH 44256. This Agreement shall have ORDC Grant Agreement Control Number 2026-7.

NOW, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto agree as follows:

Article 1. RAIL PROJECT DESCRIPTION:

The Project pursuant to this Agreement is as follows: the replacement of the track structure, ballast, ties, as well as installation of 132# rail at two locations, shown in Exhibit A. The first project location will consist of 1,700 linear feet and the second project location will consist of 700 linear feet, for a total project improvement of 2,400 linear feet of rehabilitated track.

The work described above shall hereinafter be referred to as the RAIL PROJECT. Any work not included in the RAIL PROJECT will be ineligible for reimbursement. Grantor reserves the right to approve minor variations in scope based upon actual work completed.

Article 2. PREVAILING WAGE:

State prevailing wage requirements pursuant to ORC Title 41 Chapter 4115 apply to this project. Grantee and all contractors/subcontractors are required to pay a rate of wages which shall not be less than the rate of wages so fixed. Wage rates are published online by the Department of Commerce at <https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>. ORDC's prevailing wage coordinator is Alyssa Krutulis. Grantee must submit a final Affidavit of Compliance executed by the Grantee and/or its contractor(s) once the RAIL PROJECT work has been completed. Invoices will not be paid if Grantee has not submitted necessary documents to be in compliance with prevailing wage. See ORC Chapter 4115 for more detailed information.

Article 3. COMPETITIVE BIDDING:

Grantee agrees to pursue the RAIL PROJECT in a manner that is cost effective for both the Grantee and Grantor. If the RAIL PROJECT work is to be performed by contract, the Grantee shall secure the contract for the RAIL PROJECT through a competitive bidding process and shall secure bids from at least three (3) contractors. The bid documents and the contractor bids must be supplied to the Grantor by the Grantee prior to bid award. If the RAIL PROJECT work is to be performed by employees of the Grantee, the Grantee shall secure any materials needed for the RAIL PROJECT through a competitive bidding process and shall secure bids from at least three (3) suppliers. The bid documents and the supplier bids must be promptly provided to the Grantor.

subject matter jurisdiction in Franklin County, Ohio.

Section 10.21 SEVERABILITY:

Whenever possible, each provision of this Agreement shall be interpreted in such manners as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

Section 10.22 ENTIRE AGREEMENT:

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

Section 10.23 CAPTIONS:

The captions in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

Section 10.24 ASSIGNMENT:

Neither this Agreement, nor any rights, duties or obligations described herein, shall be assigned or subcontracted without the prior advance written consent of the Grantor, which shall not be unreasonably withheld. In the event the Grantor approves an assignment, each and all of the terms and conditions of this Agreement shall extend to the benefit of the respective successors and assigns.

Section 10.25 AMENDMENTS OR MODIFICATIONS:

Any party may at any time during the term of this Agreement request amendment or modification. Requests for amendment or modification of this Agreement shall be in writing to the other parties and shall specify the requested changes and the justification for such changes. All parties shall then review the request for modification. Should the parties all agree to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

Section 10.26 EFFECTIVE DATE:

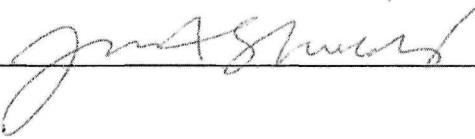
This Agreement shall become effective on July 20, 2026, which will be termed the "effective date."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of

the day and year first above written.

GRANTEE:

City of Medina

BY: 

PRINT NAME: TIM A. SHIELDS

TITLE: MAYOR

DATE: 7/16/2026

GRANTOR:

STATE OF OHIO

OHIO RAIL DEVELOPMENT COMMISSION



Matthew Dietrich,

Executive Director

Date: July 20, 2026