

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2025- **30**

Introduced By: Mayor Matthew Castelli

**A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH THE CUYAHOGA COUNTY PUBLIC LIBRARY
FOR A READING GARDEN ADJACENT TO THE LIBRARY**

WHEREAS, as part of the Middleburg Heights Community Master Plan the City desires to create a Central Park to preserve and utilize green space in our community; and

WHEREAS, the City desires to develop a reading garden with amenities adjacent to the Library for the benefit of the Library and all visitors to walking paths and parklike civic amenities; and

WHEREAS, the Library will provide an investment of \$500,000 to be used for the development of the Reading Garden, the Library is not responsible for any other cost associated with the planning, development, construction, ongoing operation or maintenance of the City Central Park and/or Reading Garden; and

WHEREAS, the Library and the City agree to enter into a memorandum of understanding to set forth their mutual understanding for the involvement, cooperation and support in the development of the Reading Garden and City Central Park.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into a memorandum of understanding, with terms and conditions the same or similar to "Exhibit A", for a Reading Garden Adjacent to the Library.

RESOLUTION

Section 2: It is hereby 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 actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 5/27/25

David Bortolotto
President of Council

Attest: M. Meola
Clerk of Council

Approved On: 5-28-25

Presented to Mayor: 5/28/25

Matthew Castelli
Mayor

	Yea	Nay
Bortolotto	X	_____
Ali	X	_____
Sage	X	_____
Meany	X	_____
McGregor	ABSENT	
Ference	X	_____
Zakel	X	_____

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res. 2025-30 adopted by the Council of the City of Middleburg Hts., on 5/27/25 was posted for a period of fifteen days, beginning 5/29/25 and remained so posted for fifteen days at the two posting places as designated by Charter.

Mary Ann Meola
Clerk

CERTIFICATE

I, Mary Ann Meola Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2025-30 passed on the 27th day of May 2025 by said Council.

Mary Ann Meola
Clerk of Council

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of this ___ day of _____, 2025 by and between **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio, with its headquarters located at 2111 Snow Road, Parma, Ohio 44134 (the “LIBRARY”), and **CITY OF MIDDLEBURG HEIGHTS, OHIO**, an Ohio charter municipal corporation, with its city hall located at 15700 Bagley Road, Middleburg Heights, OH 44130 (the “CITY”), regarding the development by CITY of a reading garden (the “READING GARDEN”) adjacent to the Middleburg Branch of the Cuyahoga County Library (the “BRANCH”) with support of the LIBRARY.

RECITALS

A. Pursuant to a Real Estate Purchase Agreement dated June 14, 2017 between LIBRARY and CITY, a parcel of land was deeded to LIBRARY for the development of the BRANCH. LIBRARY developed the Branch and currently operates the same for its intended purpose as a Cuyahoga County Public Library Branch. The parcel deeded to LIBRARY upon which the BRANCH is situated is depicted and legally described in Exhibit A attached hereto (“EXISTING BRANCH SITE”).

B. CITY desires to develop a reading garden (“READING GARDEN”) immediately adjacent to the EXISTING BRANCH SITE as generally depicted and labeled on the site rendering attached as EXHIBIT B. The READING GARDEN is intended to be an ancillary amenity for users of the EXISTING BRANCH and for visitors to walking paths and parklike civic amenities planned to be developed by CITY generally adjacent to and in the CITY generally adjacent to the EXISTING BRANCH SITE (the “CITY CENTRAL PARK”). The CITY CENTRAL PARK is also depicted with planned amenities noted on Exhibit B.

C. Development of the CITY CENTRAL PARK and subsequent anticipated public use of the CITY CENTRAL PARK is anticipated to potentially require (i) cross-easements for access and parking between CITY and LIBRARY for the CITY CENTRAL PARK and the EXISTING BRANCH (“Cross-Easements”), (ii) reconfiguration of certain stormwater management improvements now located on the EXISTING BRANCH SITE (“Stormwater Improvements”), (iii) reconfiguration of parking areas to serve the needs of users of both the LIBRARY and the CENTRAL CITY PARK which may be accompanied by parking lot lighting alterations (“Parking Improvements”).

D. CITY has requested that LIBRARY make a monetary investment in the READING GARDEN improvements in recognition of its likely use as an amenity associated specifically with public users of the EXISTING BRANCH as well as CITY CENTRAL PARK users. LIBRARY is willing to make a monetary investment of Five Hundred Thousand and No/100ths Dollars (\$500,000.00) specifically restricted to use for costs of installing and

improving the READING GARDEN adjacent to the EXISTING BRANCH as shown on EXHIBIT B.

NOW, THEREFORE, LIBRARY and CITY enter into this MOU to set forth their mutual understanding for the involvement, cooperation and support of LIBRARY in CITY's development of the READING GARDEN and the CITY CENTRAL PARK.

1. Existing Branch Site Reconfiguration. Within approximately ninety (90) days after the execution of this MOU, CITY will provide LIBRARY with a detailed site plan ("Site Plan") for the portions of the EXISTING BRANCH SITE and facilities thereon to be impacted, reconfigured or relocated to accommodate the READING GARDEN and the CITY CENTRAL PARK. The Site Plan will be accompanied by a narrative description ("Site Plan Narrative") that addresses and describes the impacted areas, reconfigurations and relocations. Among other items to be included/described in the Site Plan and/or Site Plan Narrative, are:

- (a) Parking lot reconfigurations, parking lighting reconfiguration and traffic pattern and circulation modifications;
- (b) Storm water management changes and relocation/modification of detention basins;
- (c) Other utility relocation or modification;
- (d) Landscaping, landscape modifications and other landscaping plans on or adjacent to the EXISTING BRANCH SITE;
- (e) New or relocated sidewalks and footpaths on or connecting to the EXISTING BRANCH SITE together with plans for removal of obsolete sidewalks;
- (f) Temporary facilities plans for parking, accessways, and other temporary services/improvement during construction;
- (g) Off EXISTING BRANCH SITE project work with description/scope of work that will/may impact operations at the Branch or that may impact the timing of work to be performed on the EXISTING BRANCH SITE;
- (h) Required easements, cross-easements or rights of way that may be required from one party to the other or that may be required as mutual easements by both parties. Required easements from third parties, if any.

The Site Plan, including as described in the Site Plan Narrative, is subject to the review, input and approval by the LIBRARY with respect to all improvements, relocations and other alterations that impact the EXISTING BRANCH SITE. To the extent any improvements, relocations and other alterations would increase LIBRARY operating costs (such as increased parking lot lighting utilizing LIBRARY utility service), the same is subject to the approval of

the LIBRARY and in such a case approval may be made conditioned upon commensurate cost-sharing and proration.

2. Project Schedule. In addition to the Site Plan Narrative, CITY will provide a projected project schedule (“Project Schedule”) for the READING GARDEN and for the CITY CENTRAL PARK, with break-out information for schedules for work on the EXISTING BRANCH SITE and for work elsewhere on CITY or third-party lands.

3. Operating Commitment. CITY commits to assure that at no time during the development and/or construction of the READING GARDEN, CITY CENTRAL PARK and/or any work incident thereto whether off site or on site shall there be a disruption to parking, vehicle or pedestrian access, utility services or other disruption that would materially adversely affect the ability of the LIBRARY to operate as a public library at the EXISTING BRANCH SITE during its normal operating hours. Any disruption of services at or access to the EXISTING BRANCH must be coordinated with the LIBRARY with sufficient advance notice so as to not adversely impact operations at the EXISTING BRANCH during its normal operating hours. Should services to the EXISTING BRANCH need to be impacted at any time CITY shall coordinate with the LIBRARY so that the parties may determine mutually acceptable scheduling.

4. Project Meetings. During the course of planning of the READING GARDEN, the CITY CENTRAL PARK and the conduct of the work to develop the same, the parties may shall schedule regular meetings as necessary between them or with other third parties necessary to (i) review progress and problems, (ii) clarify issues to be resolved, (iii) coordinate project schedules with operating schedules, (iv) evaluate and consider any changes to the project parameters, specifications or schedules, (v) to obtain third-party input as needed, and (vi) to coordinate arrange for public announcements related to CITY CENTRAL PARK and READING GARDEN or related to ongoing progress.

5. LIBRARY Investment. In connection with the READING GARDEN costs and provided LIBRARY approves the plan for the READING GARDEN, the LIBRARY will provide an investment of \$500,000 (the “LIBRARY INVESTMENT”) to be used for development of the READING GARDEN. The LIBRARY INVESTMENT shall be paid in equal \$250,000 shares in two installments with the first being made in LIBRARY fiscal year 2025 (provided the onsite work for the READING GARDEN has commenced in 2025) and the second installment being due in LIBRARY fiscal year 2026. If for some reason the commencement of the READING GARDEN is delayed into 2026, then the two installments shall be similarly delayed into fiscal year 2026 for the first installment and fiscal year 2027 for the second installment. CITY shall assure that the funds provided by the LIBRARY are expended solely for the READING GARDEN. At the conclusion of the construction/installation of the READING GARDEN, CITY shall grant to LIBRARY a written non-exclusive license (in form mutually agreeable to the parties) for the benefit of the LIBRARY and all visitors to and patrons of the BRANCH to access and use the READING GARDEN during normal LIBRARY operating hours, subject, however, to reasonable rules and regulations adopted by the CITY applicable to all users of CITY CENTRAL PARK and except with any deviations the parties mutually agree are appropriate given the relationship between

the LIBRARY and the READING GARDEN – for example, the READING GARDEN (if lighted) may have open hours after sunset if the LIBRARY is then open and the READING GARDEN is made accessible by the LIBRARY after sunset. READING GARDEN may also be used during park hours when LIBRARY is not open. Other than the LIBRARY INVESTMENT, LIBRARY is not responsible for any other cost associated with the CITY planning, development, construction, ongoing operation or maintenance (such as waste container management, ice and snow removal, mowing, landscaping care and replacement and all other maintenance, repairs and replacements) of the CITY CENTRAL PARK and/or READING GARDEN, nor is LIBRARY responsible for any cost associated with reconfigurations, improvements, modifications or alterations required on or involving the EXISTING BRANCH SITE or improvements thereon made necessary by or related to the development, construction, installation or operation of the READING GARDEN and/or CITY CENTRAL PARK.

6. CITY Investment: Costs. CITY shall be financially responsible for all other costs to be incurred in connection with planning, development, construction/installation, site improvements, including, but not limited to (i) site planning, (ii) documenting required cross-easements, (iii), reconfiguration/installation of stormwater improvements and other infrastructure reconfiguration/installation, (iv) reconfiguration and construction of parking improvements, (v) reconfiguration/installation/relocation of any needed utility service, (vi) installation and restoration of landscaping, (vii) creation and installation of any signage or revised signage (directional, identifying or otherwise), (viii) plans, permits and approvals, and (ix) all other costs incident to the CITY CENTRAL PARK and the READING GARDEN and all other required modifications, reconstructions, and relocations related to the EXISTING BRANCH SITE.

7. Development Agreement. Utilizing the terms and conditions of this MOU once approved by both parties (including any required LIBRARY Board of Directors approval and any required CITY Council and Mayor’s approval) and is executed as proposed, [LIBRARY? or CITY?] shall proceed to prepare a draft proposed Development Agreement (the “Development Agreement”) for consideration by the parties which embodies the terms and conditions of this MOU in more fully developed and definitive scope and detail. Terms of the Development Agreement may include other mutually agreeable terms and conditions not included in this MOU.

8. Non-Binding. This MOU is non-binding upon the parties hereto; provided, however, the parties hereto agree to negotiate in good faith the terms and conditions of the Development Agreement. Either party may nevertheless abandon negotiations at any time after October 31, 2025, if the Development Agreement is not mutually agreed upon, executed and thereafter approved by the Board of the Library and by the Mayor and Council of the City of Middleburg Heights.

9. Disclosure. Except as provided or required by law or as consented to by the parties, neither party shall publicize the content of this MOU or the Development Agreement. The parties shall in good faith coordinate any public disclosure of the development of the READING GARDEN and CITY CENTRAL PARK and matters related thereto.

10. Successors and Assigns. Neither party may assign its rights under this MOU without the express prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding as of the date first above written.

CUYAHOGA COUNTY PUBLIC LIBRARY,
a county library district

By: _____
_____, Chief Executive Officer

CITY OF MIDDLEBURG HEIGHTS,
an Ohio charter municipal corporation

By: Matthew J. Castelli

Print Name: Matthew J. Castelli

Title: Mayor

APPROVED:

Santo T. Incorvaia, Law Director