

# CITY OF MIDDLEBURG HEIGHTS, OHIO

## Council Agenda

---

January 13, 2026

---

### 6:00 P.M. REGULAR MEETING

- CALL TO ORDER
- ROLL CALL
- PLEDGE OF ALLEGIANCE

Minutes of the Regular Meeting of December 9, 2025  
Minutes of the Executive Session of December 9, 2025  
Minutes of the Swearing-In of December 9, 2025

### COMMUNICATIONS

Memorandum from Planning Commission dated December 11, 2025 recommending approval of Ordinance No. 2025-67 vacating a portion of Morningside Avenue.

Notice to Legislative Authority from Department of Commerce requesting new liquor permit to SPOA Business, 15220 Bagley Road, Bagley's Grill. No objection from Police Chief Tomba.

### AUDIENCE PARTICIPATION

### APPOINTMENTS AND CONFIRMATIONS

### ORDINANCES, RESOLUTIONS AND MOTIONS

1. City Parks, Recreation & Services Committee – Mr. Ali, Chairman
2. Finance, Taxation & Assessments Committee – Mr. Bortolotto, Chairman
3. Legislation & Rules Committee – Mr. Zakel, Chairman
4. Public Health, Safety & Relief Committee – Mr. McGregor, Chairman
5. Public Improvements Committee – Mr. Sage, Chairman
6. Streets, Utilities & Railroad Committee – Mr. Meany, Chairman
7. Zoning & Building Code Committee – Mr. Ference, Chairman

### MAYOR'S REPORT

1. Law Director
2. Finance Director
3. Recreation Director
4. Economic Development Director
5. Service Director

### ADJOURNMENT

---

**PENDING LEGISLATION**

**ORDINANCE NO. 2025-67 – INTRODUCED BY MAYOR CASTELLI**

An Ordinance vacating a portion of Morningside Avenue.

**First Reading & Referred to Planning Commission – October 28, 2025**

**Second Reading – November 11, 2025**

**UN-NUMBERED LEGISLATION**

**INTRODUCED BY COUNCILMAN McGREGOR**

An Ordinance amending Chapter 402 “Definitions” and Chapter 474 “Bicycles and Motorcycles Generally” of the Codified Ordinances of the City of Middleburg Heights.

**INTRODUCED BY COUNCILMAN MEANY**

A Resolution authorizing the mayor to enter into a Memorandum of Understanding with the Cuyahoga County Board of Health to provide Phase II Stormwater Services in 2026-2030.

**INTRODUCED BY COUNCILMAN MEANY**

A Resolution authorizing the mayor to enter into a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District (SWCD) to carry out mandated responsibilities related to NPDES Storm Water Permit.

**INTRODUCED BY COUNCILMAN MEANY**

A Resolution authorizing the mayor and finance director to enter into contract with TK Excavating & Concrete LLC for the Abrams Creek Detention Basin 2 Improvement Project.

**INTRODUCED BY MAYOR CASTELLI**

An Ordinance to make supplemental appropriations from current expenditures and expenses for the city of Middleburg Heights for the calendar year 2026

**INTRODUCED BY MAYOR CASTELLI**

An Ordinance authorizing the mayor and finance director to enter into a contract with OHM Advisors

**INTRODUCED BY MAYOR CASTELLI**

A Resolution awarding Madelynn Kaminski a Middleburg Heights Safety Town Scholarship.

**INTRODUCED BY MAYOR CASTELLI**

An Ordinance authorizing the mayor and finance director to enter into a purchase agreement for the purchase of certain real estate in the City of Middleburg Heights.

BOARDS AND COMMISSIONS



**Matthew J. Castelli**, Mayor

**Keith P. Foulkes**, Building Commissioner  
**Kim Earley**, Secretary

**MEMORANDUM**

To: Mary Ann Meola, Clerk of Council  
From: Kim Earley, Planning Commission Secretary  
Date: December 11, 2025  
Subject: Ordinance 2025-67

---

At the Planning Commission meeting December 10, 2025 members voted to recommend approval of Ordinance 2025-67 vacating a portion of Morningside Avenue.

PLANNING COMMISSION

City of Middleburg Heights  
15700 Bagley Road  
Middleburg Heights, OH 44130



BOARD OF ZONING  
AND BUILDING APPEALS

(440) 239-6252  
[kearley@middleburgheights.com](mailto:kearley@middleburgheights.com)



MIDDLEBURG HEIGHTS CITY COUNCIL
ATTN CLERK OF COUNCIL
15700 BAGLEY RD
MIDDLEBURG HEIGHTS OH 44130

NOTICE TO LEGISLATIVE AUTHORITY

TO

Form with fields: PERMIT NUMBER (08438595-1), TYPE (NEW), SPOA BUSINESS INC, 15220 E BAGLEY RD, MIDDLEBURG HGTS OH 44130, FILING DATE: 8/15/2022, Muni/Village/Twp: Middleburg Heights, TAX DISTRICT (18352), RECEIPT NO (OCT)

FROM 12/17/2025

Form with fields: PERMIT NUMBER, TYPE, ISSUE DATE, FILING DATE, PERMIT CLASSES, TAX DISTRICT, RECEIPT NO

MAILED 12/17/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN 01/17/2026

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT NEW 08438595-1 (TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD [ ] IN OUR COUNTY SEAT [ ] IN COLUMBUS

WE DO NOT REQUEST A HEARING [ ]

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

Signature line with fields: (Signature), (Title) - [ ] Clerk of County Commissioner, [ ] Clerk of City Council, [ ] Township Fiscal Officer, (Date), (Printed Name), (Email Address), (Telephone No.)

## CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2026-

Introduced By: Mr. McGregor  
Co-Sponsors: Mr. Sage, Mr. Bortolotto

### AN ORDINANCE

### AMENDING CHAPTER 402 "DEFINITIONS" and CHAPTER 474 "BICYCLES AND MOTORCYCLES GENERALLY" OF THE CODIFIED ORDINANCES OF THE CITY OF MIDDLEBURG HEIGHTS

Section 1: That Codified Ordinance Chapter 402 is hereby amended to enact the following subsections:

#### **402.241 ELECTRIC SCOOTER.**

"Electric Scooter" means a device consisting of a long steering handle connected to a footboard that is mounted on two wheels and is propelled by an electric motor or another type of motor, designed such that the rider is able to keep both feet on the footboard while traveling either while standing or seated, and has an attainable speed on a paved level surface of not more than twenty miles per hour when propelled by the motor.

#### **402.541 PERSONAL ASSISTIVE MOBILITY DEVICE.**

"Personal Assistive Mobility Device" means a self-balancing two non-tandem or single wheeled device that is designed to transport only one person, has an electric propulsion system of an average of seven hundred fifty watts, and has a maximum speed of no more than 20 miles per hour.

Section 2: That Codified Ordinance Chapter 474 is hereby amended to read as follows:

#### **Chapter 474 - Bicycles, Electric Bicycles, Electric Scooters, and Personal Assistive Mobility Devices**

##### **474.01 Code application to bicycles, electric bicycles, electric scooters, and personal assistive mobility devices.**

These regulations are applicable to bicycles, electric bicycles, electric scooters, and personal assistive mobility devices whenever one of the devices is operated upon any sidewalk or street, subject to those exceptions stated herein.

- (a) Every person riding a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a street shall be granted all of the rights and shall be subject to all duties applicable to the driver of a vehicle. Every person riding a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk shall be granted all of the rights and shall be subject to all of the duties applicable to a

pedestrian.

- (b) Except as provided in subsection (c) of this section, a bicycle, electric bicycle, electric scooter, or personal assistive mobility device operator who violates any section of this Code described in subsection (d) of this section that is applicable to bicycles, electric bicycles, electric scooters, or personal assistive mobility devices may be issued a ticket, citation or summons by a law enforcement officer for the violation in the same manner as the operator of a motor vehicle would be cited for the same violation. A person who commits any such violation while operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall not have any points assessed against the person's driver's license, commercial driver's license, temporary instruction permit or probationary license under Ohio R.C. 4510.036.
- (c) Subsection (b) of this section does not apply to violations of Section 434.01 of this Traffic Code. (ORC 4511.52)
- (d) The provisions of this Traffic Code shall apply to bicycles, electric bicycles, electric scooters, and personal assistive mobility devices except those provisions, which by their nature are not applicable.
- (e) This code section does not apply to a law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state or city, using an electric bicycle.

#### **474.02 Definitions.**

As used in this chapter, certain words are defined as follows:

- (a) *Bicycle* has the same meaning as defined in Section 402.07 of this Traffic Code.
- (b) *Bicyclist* means a person utilizing a bicycle, electric bicycle, electric scooter, or personal assistive mobility device.
- (c) *Electric bicycle* has the same meaning as defined in Section 402.24.
- (d) *Electric scooter* has the same meaning as defined in Section 402.241.
- (e) *Personal assistive mobility device* has the same meaning as defined in Section 402.541.

#### **474.03 Parent's Responsibility.**

The parent and/or guardian of any child, under the age of 18, or of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this chapter.

#### **474.04 Obedience to Traffic Control Devices.**

- (a) Any person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall obey the instructions of official traffic control signals, signs and other traffic control devices applicable to vehicles, unless otherwise directed by a police officer or unless the traffic signals are otherwise malfunctioning, including the failure of a vehicle detector to detect

the vehicle. In the case of a malfunctioning light, operator must:

- (1) Stop at a clearly marked stop lines, but if none, stop before entering the crosswalk on the near side of the intersection, or, if none, stop before entering the intersection;
  - (2) Yield the right-of-way to all vehicles in the intersection or approaching on an intersecting road, if the vehicles will constitute an immediate hazard during the time the driver is moving across or within the intersection or junction of roadways; and
  - (3) Exercise ordinary care while proceeding through the intersection.
- (b) Whenever authorized signs are erected that no right, left or "U" turns are permitted, no person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall disobey the direction of any such sign, except where such person dismounts from the bicycle, electric bicycle, electric scooter, or personal assistive mobility device to make any such turn, in which event such person shall then obey the regulations applicable to pedestrians.

**474.05 Riding bicycle, electric bicycle, electric scooter, or personal assistive mobility device on right side of roadway; obedience to traffic rules.**

It shall be legal to ride a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a street or public way, subject to the following:

- (a) Every person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a roadway shall ride as near to the right side of the roadway as practicable obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.
- (b) This section does not require a person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device to ride at the edge of the roadway when it is unreasonable or unsafe to do so. Conditions that may require riding away from the edge of the roadway include when necessary to avoid fixed or moving objects, parked or moving vehicles, surface hazards, or if it is otherwise unsafe or impracticable to do so, including if the lane is too narrow for the bicycle, electric bicycle, electric scooter, or personal assistive mobility device and an overtaking vehicle to travel safely side by side within the lane.
- (c) A person riding a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a street shall yield the right-of-way to any pedestrian.
- (d) When a bicycle, electric bicycle, electric scooter, or personal assistive mobility device is operated on the roadway, the operator shall give hand signals to other vehicle operators in the vicinity before turning or changing lanes. Such signals shall conform with the motor vehicle laws of Ohio. The signal shall be made not less than one time but is not required to be continuous. A bicycle, electric bicycle, electric scooter, or personal assistive

mobility device operator is not required to make a signal if the bicycle, electric bicycle, electric scooter, or personal assistive mobility device is in a designated turn lane, and a signal shall not be given when the operator's hands are needed for the safe operation of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device.

#### **474.06 Riding on sidewalks, public ways, paths or trails.**

It shall be legal to ride a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk or public way, or upon any public path or trail, subject to the following:

- (a) No person shall operate an electric bicycle with the motor engaged on a sidewalk.
- (b) Except as provided in this Code, a bicycle, electric bicycle, electric scooter, or personal assistive mobility device may be operated upon a sidewalk when sidewalks are available and not congested with pedestrian traffic. If the sidewalk is congested with pedestrian traffic, any bicycle, electric bicycle, electric scooter, or personal assistive mobility device operator using the sidewalk shall walk the bicycle, electric bicycle, electric scooter, or personal assistive mobility device.
- (c) No person shall ride a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk along which signs have been erected by authority of the Mayor or Director of Public Safety prohibiting such bicycle, electric bicycle, electric scooter, and personal assistive mobility device riding.
- (d) A person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon and along a sidewalk, public way, path or trail, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian. This audible signal may be given by the voice or by a bell or other warning device capable of giving an audible signal and shall be given at a distance and in such a manner as not to startle a person being overtaken and passed.
- (e) A person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk, before overtaking and passing a blind person carrying a white cane or guided by a dog, shall dismount and overtake or pass on foot, if necessary for safety.
- (f) A person shall not operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device from a sidewalk so as to suddenly leave a curb or other place of safety and move into the path of a vehicle that is so close as to constitute an immediate hazard.
- (g) No person shall operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device on a sidewalk at a speed greater than an ordinary walk when approaching or entering a crosswalk or approaching or crossing a driveway if a vehicle is approaching the crosswalk or driveway, or if pedestrians are present.

- (h) No person shall operate a Class 3 electric bike on a sidewalk, public way, public path or trail.

**474.07 Riding upon seats; handlebars.**

- (a) A person operating a bicycle or electric bicycle shall not ride other than astride the permanent and regular seat attached thereto or carry any other person upon such bicycle or electric bicycle other than upon a firmly attached and regular seat thereon, and no person shall ride upon a bicycle or electric bicycle other than upon such a firmly attached and regular seat.
- (b) No bicycle or electric bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.
- (c) The provisions of parts (a) and (b) above shall not be construed as prohibiting the carrying of a child in a seat or trailer designed for carrying children and firmly attached to the bicycle or electric bicycle.
- (d) Every person operating a bicycle or electric bicycle shall maintain at least one hand on the handlebars at all times and no person operating a bicycle or electric bicycle shall carry any package, bundle or article that prevents the driver from keeping at least one hand upon the handlebars.

**474.08 Emerging from alley or driveway.**

- (a) The operator of a bicycle, electric bicycle, electric scooter, or personal assistive mobility device emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alley or driveway, yield the right-of-way to all pedestrians approaching on such sidewalk area and upon entering the street shall yield the right-of-way to all vehicles approaching on such street.

**474.09 Attaching bicycle, electric bicycle, electric scooter, personal assistive mobility device, or sled to vehicle.**

- (a) No person riding upon any bicycle, electric bicycle, electric scooter, personal assistive mobility device, coaster, scooter, roller skates, sled or toy vehicle shall attach the same or self to any vehicle upon a roadway.
- (b) No operator shall knowingly permit any person riding upon any bicycle, electric bicycle, electric scooter, personal assistive mobility device, coaster, scooter, roller skates, sled or toy vehicle to attach the same or self to any vehicle while it is moving upon a roadway. This section does not apply to the towing of a disabled vehicle, nor to the towing of a trailer designed for this purpose.

**474.10 Riding bicycles or electric bicycles, electric scooters, or personal assistive mobility devices abreast.**

Persons riding bicycles or electric bicycles, electric scooters, or personal assistive mobility devices upon a roadway shall ride single file only.

**474.11 Lights and reflector; brakes.**

- (a) Every bicycle or electric bicycle, electric scooter, and personal assistive mobility device when in use at the times specified in Section 4513.03 of the

Ohio Revised Code shall be equipped with the following:

- (1) A lamp mounted on the front of either the bicycle, electric bicycle, electric scooter, personal assistive mobility device or the operator that shall emit a white light visible from a distance of at least 500 feet to the front and 300 feet to the sides. A generator powered lamp, which emits light only when the bicycle, electric bicycle, electric scooter, or personal assistive mobility device is moving, may be used to meet this requirement;
  - (2) A red reflector on the rear of a type that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle; and
  - (3) A light emitting either flashing or steady red light visible from a distance of 500 feet to the rear shall be used in addition to the red reflector. If the light performs as a reflector such that it is visible as specified in subsection (2) above, it shall satisfy the requirement for a reflector.
- (b) Additional lights and reflectors may be used in addition to those required under part (a) above except that red lights and reflectors shall not be used on the front of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device nor shall white or colorless lights or reflectors be used on the rear of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device.
- (c) Every bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall be equipped with an adequate brake when used on a street, sidewalk or highway

**474.12 Signal device on bicycle, electric bicycle, electric scooter and personal assistive mobility device.**

A bicycle, electric bicycle, electric scooter, or personal assistive mobility device may be equipped with a device capable of giving an audible signal, except that a bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall not be equipped with nor shall any person use upon a bicycle, electric bicycle, electric scooter, or personal assistive mobility device any siren or whistle.

**474.13 Impounding of bicycles, electric bicycles, electric scooters, and personal assistive mobility devices.**

- (a) Whenever any person operates a bicycle, electric bicycle, electric scooter, or personal assistive mobility device in violation of any section of this Traffic Code, the bicycle, electric bicycle, electric scooter, or personal assistive mobility device may be seized by any member of the Police Department and the Chief of Police shall have the authority to impound any bicycle, electric bicycle, electric scooter, or personal assistive mobility device at the police station. An impounded bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall not be released to a minor.
- (b) When any bicycle, electric bicycle, electric scooter, or personal assistive mobility device has been seized and so impounded, notice shall be made

forthwith by the officer in charge to the owner of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device or, in the event the person is a minor under the age of 18 years, such notice shall be made to the parent or guardian of the licensee of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device. The notice shall contain a full explanation of the reason for seizing and impounding the bicycle, electric bicycle, electric scooter, or personal assistive mobility device.

- (c) Any bicycle, electric bicycle, electric scooter, or personal assistive mobility device impounded under the provisions of this Traffic Code shall be surrendered to the owner or to the parents or guardian of any minor upon showing sufficient proof of ownership of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device, but nothing herein shall relieve the offender of any penalty that may be imposed under the general penalty section of this chapter.
- (d) It shall be the duty of the police officer or the person in charge of records to keep in an appropriate book or file the names and addresses of all owners of bicycles, electric bicycles, electric scooters, or personal assistive mobility devices impounded, the name and address of the violator if the violator is not the owner, the license number and the serial number of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device, together with the nature and circumstances of each violation, as well as the disposition of each case.

**474.14 Reckless operation; control, and course.**

- (a) No person shall operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device:
  - (1) Without due regard for the safety and rights of pedestrians, drivers and occupants of all other vehicles, and so as to endanger the life, limb, or property of any person while in the lawful use of the streets or sidewalks or any other public or private property;
  - (2) Without exercising reasonable and ordinary control over such bicycle, electric bicycle, electric scooter, or personal assistive mobility device;
  - (3) In a weaving or zigzag course unless such irregular course is necessary for the safe operation in compliance with law;
  - (4) While wearing more than one earphone attached to a cell phone or other audio device; or
  - (5) While using a handheld electronic communications device to write, send or read text-based communications.

**474.15 Parking of bicycle, electric bicycle, electric scooter, or personal assistive mobility device.**

- (a) A bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall be parked in a designated bicycle, electric bicycle, electric scooter, and personal assistive mobility device parking area when provided. No person shall park a bicycle, electric bicycle, electric scooter, or personal

assistive mobility device upon a sidewalk in such a manner so as to unduly interfere with pedestrian traffic, or upon a roadway so as to unduly interfere with vehicular traffic.

- (b) When a designated parking area is not provided, bicycles, electric bicycles, electric scooters, or personal assistive mobility devices shall be parked in such a manner as not to interfere with building entrances.

#### **474.16 Operation of a personal assistive mobility device.**

- (a) No person who is under fourteen years of age shall operate an electric personal assistive mobility device.
- (b) No person under the age of 16 shall operate a Class 3 electric bicycle.

#### **474.17 Use of helmet.**

All users and passengers of electric bicycles, electric scooters, and personal assistive mobility devices when under the age of 18 years of age are required to wear a protective helmet on the person's head with the chin strap properly fastened.

#### **474.18 Exceptions to Application.**

This Code section shall not apply to:

- (a) Mobility assistive devices required by individuals with disabilities.
- (b) Operation and use by City of Middleburg Heights Police or other emergency service providers
- (c) Events or pilot programs authorized by the City of Middleburg Heights.

#### **474.99 - Penalty.**

- (a) Whoever violates any provision of Sections 474.01 to 474.15, inclusive, is guilty of a minor misdemeanor on a first offense; on a second offense within one year after the first offense, the person is guilty of a misdemeanor of the fourth degree, on each subsequent offense within one year of the first offense, the person is guilty of a misdemeanor of the third degree, as provided in Section 408.01, and the court may prohibit such violator from riding a bicycle, electric bicycle, electric scooter, or personal assistive mobility device for a period not to exceed six months. Whoever violates any provision of this chapter may be punished by having their bicycle, electric bicycle, electric scooter, or personal assistive mobility device impounded for a period not exceeding 30 days.
- (b) Except as provided in subsection (c) of Section 474.01, in the case of a violation of any section of this Traffic Code described in subsection (d) of Section 474.01 by a bicycle, electric bicycle, electric scooter, or personal assistive mobility device operator or by a motor vehicle operator when the trier of fact finds that the violation by the motor vehicle operator or the bicycle, electric bicycle, electric scooter, or personal assistive mobility device operator endangered the lives of bicycle, electric bicycle, electric scooter, or personal assistive mobility device riders at the time of the violation, the court, notwithstanding any provision of this Traffic Code to the contrary, may require the bicycle, electric bicycle, electric scooter, or

personal assistive mobility device operator or motor vehicle operator to take and successfully complete a bicycling skills course approved by the court in addition to or in lieu of any penalty otherwise prescribed by the Traffic Code for that violation."

Section 3: That existing Chapter 474 of the Codified Ordinances of the City of Middleburg Heights is hereby repealed.

Section 4: It is hereby 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 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: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest: \_\_\_\_\_  
Clerk of Council

Approved On: \_\_\_\_\_

Presented to Mayor: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

**CITY OF MIDDLEBURG HEIGHTS, OHIO**

Resolution No. 2026-

Introduced By: Mr. Meany  
Co-Sponsors: Mr. Ali, Mr. McGregor

**A RESOLUTION  
AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF  
UNDERSTANDING WITH THE CUYAHOGA COUNTY BOARD OF HEALTH TO  
PROVIDE PHASE II STORMWATER SERVICES IN 2026-2030**

WHEREAS, the Cuyahoga County Board of Health and the City of Middleburg Heights have identified the need for the implementation of Minimum Control Measure MCM #3: Illicit Discharge Detection and Elimination (IDDE) and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS, in order for CCBH to provide services to municipalities within the NEORSJ jurisdiction, CCBH must contract with those municipalities that are part of the NEORSJ jurisdiction in order to obtain consent and authority to perform these services; and

WHEREAS, the City has authority to grant consent and authority to CCBH for the purposes of performing the services outlined in the Memorandum of Understanding; and

WHEREAS, both parties desire to enter this MOU agreement for the purposes as outlined.

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 the Cuyahoga County Board of Health, a copy of which is attached hereto and marked "Exhibit A", for the contract period of 2026-2030.

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: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest: \_\_\_\_\_  
Clerk of Council

Approved On: \_\_\_\_\_

Presented to Mayor: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

# **MEMORANDUM OF UNDERSTANDING**

## **CUYAHOGA COUNTY BOARD OF HEALTH AND THE CITY OF MIDDLEBURG HEIGHTS AUTHORITY AND CONSENT TO PROVIDE PHASE II STORMWATER SERVICES IN 2026 - 2030**

This Memorandum of Understanding ("MOU") is entered into by and between The Cuyahoga County Board of Health ("CCBH") and The City of Middleburg Heights (| City|), both separate political subdivisions of the State of Ohio.

**WHEREAS:** The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

**WHEREAS:** In response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, CCBH developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

**WHEREAS:** Each municipality within Northeast Ohio has been issued an MS4 permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

**WHEREAS:** The Northeast Ohio Regional Sewer District (| NEORSD| or |The District|), pursuant to the authority of Ohio Revised Code Chapter 6119 adopted the Stormwater Management Code as part of the District's Code of Regulations (|Title VI|) and is authorized to provide and contract for overall Stormwater Management of the Regional Stormwater System within the jurisdiction of NEORSD; and

**WHEREAS:** Title V requires NEORSD, on behalf of the municipalities within its jurisdiction to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member municipalities; and

**WHEREAS:** Section 5.0502 of Title V requires the District to provide Phase II stormwater regulation support services to member communities of the District with Ohio EPA's National Pollutant Discharge Elimination System (|NPDES|) General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measures (MCMs) #1, #2, #3, and #6; and

**WHEREAS:** Recently, the District passed resolution 249-25 authorizing an agreement with the CCBH for services in support of NEORSD member communities' compliance with the Ohio EPA's NPDES General Permit for Municipal Separate Storm Sewer Systems; and

**WHEREAS:** Pursuant to the agreement between CCBH and NEORSD, the District recognizes CCBH as a service provider for the implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS: In order for CCBH to provide the above described services to municipalities within the NEORSD jurisdiction, CCBH must contract with those municipalities that are part of the NEORSD jurisdiction in order to obtain consent and authority to perform these services; and

WHEREAS: City has authority to grant consent and authority to CCBH for the purposes of performing the services outlined herein; and

WHEREAS: Both parties desire to enter this MOU agreement for the purposes outlined herein.

**Now therefore, in consideration of the mutual promises and conditions set forth herein, BOARD and the CITY (each, a "Party" and collectively, the "Parties") agree as follows:**

#### **A. PROJECT DESCRIPTION**

The Board and the City have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations programming;

#### **B. SCOPE OF WORK**

1. The Board will need to verify the City's previously identified Municipal Separate Storm Sewer System (MS4) outfall locations and update any outfall information that has changed, during the 2026-2030 contract period.
2. The Board will monitor the City's designated MS4 outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample all flowing outfall locations that are within the District's RSMP area for E. coli. The MS4 outfall locations will be inspected/sampled once during the 2026-2030 contract period.
3. The Board will provide an annual training presentation on Good Housekeeping/Pollution Prevention for Municipal Operations and related best management practices, as well as illicit discharges, for the City's employees. This training will be coordinated with the City annually during the 2026-2030 contract period.
4. The Board will conduct a site inspection of the community's municipal operation facilities annually during the 2026-2030 contract period and will provide a completed report.
5. The Board will provide the City an annual summary of the work that was performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination and MCM #6: Good Housekeeping/Pollution Prevention for Municipal Operations to be included in the City's Phase II Stormwater Annual Report to the Ohio EPA.
6. The City will provide aid in opening storm sewer manholes where and when deemed necessary for the purpose of sample collections, upon 24 hours' notice by the Board.

### **C. COOPERATION STATEMENT**

The City of Middleburg Heights shall cooperate with the Board by providing maps, assistance, and direction for the Board to obtain access and/or samples for testing purposes;

### **D. COMPENSATION.**

The City shall have no obligation to pay the Board for the Scope of Work or services performed identified in Section B.

### **E. INDEPENDENT CONTRACTOR.**

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law. The entire cost and expense of these services will be provided by NEORS to the Board.

### **F. EFFECT OF ELECTRONIC SIGNATURE**

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

### **G. TERM AND TERMINATION**

The term of this Agreement begins on January 1, 2026 and ends December 31, 2030, unless extended by the parties by agreement in writing. Either party may cancel this Agreement, for cause, with sixty (60) days written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the parties prior to completion, the Board, within thirty (30) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation.

### **I. MISCELLANEOUS TERMS**

a. Waivers and Amendments. The waiver by either Party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. This MOU may be modified or amended only via a writing signed by both Parties.

b. Assignment. Neither Party shall have the right to assign this MOU to any third party. Any such attempted assignment will be null and void.

c. Complete Agreement: Integration. This MOU contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.

d. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this MOU, neither Party shall unlawfully discriminate on the basis of race, sex, pregnancy, religion, disability, age, national origin, or color.

e. No Third Party Beneficiaries. This MOU does not and is not intended to confer any rights or remedies upon any party other than the City and The Board.

f. Statutory Immunity. Nothing contained in this Agreement is intended as a waiver of any statutory immunity either party may enjoy pursuant to R.C. 2744 et seq. and state law. Each party will be solely responsible for its own acts and omissions, and those of their employees.

g. Notices. All notices required or permitted under this MOU shall be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested, at the Party's address first set forth above, on behalf of the City, an additional copy shall be forwarded to the District. Such notices shall be effective when received.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

**FOR THE BOARD:**

Approved as to form.  
Cuyahoga County Board of Health  
Office of General Counsel

\_\_\_\_\_  
Roderick Harris, DrPH  
Health Commissioner

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE CITY OF MIDDLEBURG  
HEIGHTS:**

Approved as to form.

\_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Director of Law

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MIDDLEBURG HEIGHTS, OHIO**

Resolution No. 2026-

Introduced By: Mr. Meany  
Co-Sponsors: Mr. Ali, Mr. McGregor

**A RESOLUTION**

**AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT (SWCD) TO CARRY OUT MANDATED RESPONSIBILITIES RELATED TO THE NPDES STORM WATER PERMIT**

WHEREAS, the Cuyahoga Soil and Water Conservation District (SWCD) and the City of Middleburg Heights recognize the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit; and

WHEREAS, the Cuyahoga SWCD will provide technical assistance in implementing soil and water conservation measures that promote best practices for pollution prevention and corresponds with the City's Municipal Separate Storm Sewer System permit.

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 the Cuyahoga Soil and Water Conservation District for services related to storm water pollution prevention and stormwater quality management at a cost not to exceed \$34,000.00 for year one and not to exceed \$36,250.00 for year two, a copy of which is attached hereto and marked "Exhibit A".

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: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest: \_\_\_\_\_  
Clerk of Council

Approved On: \_\_\_\_\_

Presented to Mayor: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

# **MEMORANDUM OF UNDERSTANDING**

## **Between Cuyahoga Soil & Water Conservation District and the City of Middleburg Heights, OH**

This Memorandum of Understanding (MOU) is made this 1<sup>st</sup> day of January, 2026 (Effective Date), between Cuyahoga Soil & Water Conservation District (Cuyahoga SWCD) and the City of Middleburg Heights (City), referred to herein as the Parties, to support implementation of a conservation program that promotes best practices for soil and water conservation, stormwater pollution prevention, and natural resource protection, corresponding with the City's Municipal Separate Storm Sewer System (MS4) permit and municipal codified ordinances where applicable.

### **BACKGROUND AND PURPOSE**

Recognizing the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, the City and Cuyahoga SWCD accept this agreement as the document which describes the process for exchange. Cooperation between these two units of government supports the City in sustainable plans for development/redevelopment of land, water quality protection and improvements, and conservation of natural resources. The Ohio Revised Code, Chapter 940 describes Cuyahoga SWCD's authority for engaging in this Mutual Agreement.

NOW, THEREFORE, the parties' understanding is as follows:

### **PROJECT TASKS**

Cuyahoga SWCD and the City have mutually agreed to the scope of technical assistance related to pollution prevention on disturbed sites, including construction sites disturbing one or more acres of total land, including the entire area disturbed in the larger common plan of development or sale (>1 acre) as required under the NPDES rules. Construction activities disturbing less than one acre and not part of a larger common plan of development or sale of total land (<1 acre), and not covered under the NPDES rules, will be reviewed by Cuyahoga SWCD as requested by the City.

Cuyahoga SWCD will: (i) perform stormwater pollution prevention plan (SWP3) reviews for proposed development, redevelopment and infrastructure renovation projects; (ii) perform abbreviated construction plan reviews, as requested by the City; (iii) perform required field reviews of active construction projects; (iv) perform long-term maintenance field reviews of post-construction water quality facilities; and (v) provide written technical advisory reports detailing plan review recommendations, site conditions, and recommendations for compliance and/or maintenance activities needed.

**NPDES, Minimum Control Measure 4 □ Construction Site Stormwater Runoff Control**

1. Cuyahoga SWCD will provide technical assistance related to stormwater pollution prevention and stormwater quality management, as requested, including:
  - a. Preliminary site planning meetings or conference calls with Planning, Economic Development, or other appropriate municipal departments; and
  - b. Review of erosion and sediment control plans (ESCs) for development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Administrative Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio's Rainwater and Land Development standard guidance manual.
2. The annual conservation program will include the following technical assistance related to NPDES-covered construction activities for a maximum of 10\* active construction sites annually:
  - a. Initial ESC plan reviews, as received. Plan reviews for abbreviated construction plans (i.e. < 1 acre\*) will be performed at the request of the City.
  - b. Subsequent SWP3 review, as needed up to five (5) revisions
  - c. Technical advisory inspections (field reviews) and reporting (12 per year per site) for sites >1 acre.\*
  - d. Catalogue Long-Term Maintenance Agreements (LTMA) submitted by applicant during the plan review process

\*Construction sites 10 acres or greater will be treated as two (2) or more sites in the municipality's annual site technical assistance provided through this MOU. Sites exceeding 25 acres, consisting of multiple phases, and/or which are deemed exceedingly complex compared with standard stormwater control practices in Ohio and Cuyahoga County will be evaluated separately for conformity with this MOU. Separate cost estimates may be required for sites 25 acres or greater.

Construction sites covered under this MOU which commence earth disturbing activity or other construction activity covered under NPDES rules (Ohio Administrative Code 3745 39-04 (B) (1) through (6)) without an approved construction permit issued by the municipality and/or before receiving a Recommendation of Approval (ROA) from Cuyahoga SWCD may be subject to additional charges outside of this MOU.

Cuyahoga SWCD will halt monthly inspections of construction sites covered under this MOU which are found to be deficient in implementing and/or maintaining stormwater control measures detailed in the site's approved SWP3 for four (4) months or more until the municipality has provided written documentation confirming compliance resolution efforts are being implemented by responsible parties in a timely manner.

As requested by the City, Cuyahoga SCWD will provide the following additional services in support of NPDES, Minimum Control Measure 4 □ Construction Site Stormwater Runoff Control:

1. Planning assistance, technical advice, and landowner follow up, including:

- a. Technical assistance on local legislation needs to support the City in implementation of its MS4 permit program;
- b. Sound stormwater management;
- c. Protection of sensitive natural areas;
- d. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands, or other unique areas that are planned for development;
- e. Recommendations for stream bank and wetlands restoration, slope erosion control;
- f. Enhancement of small drainage systems and wildlife habitat enhancements; and
- g. Resident and landowner assistance, as requested by the City, to advise on BMP strategies and other conservation-related matters.

**Annual Cost for NPDES, Minimum Control Measure 4 | Construction Site Stormwater Runoff Control: \$20,000.00**

**NPDES, Minimum Control Measure 5 □ Post-Construction Stormwater Management**

1. Cuyahoga SWCD will provide technical assistance related to stormwater pollution prevention and stormwater quality management, as requested, including:
  - a. Preliminary discussion, review, and technical assistance for SCM selection, including long term maintenance requirements for property owners; and
  - b. Design review of post-construction stormwater quality control measures (SCMs) for development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Revised Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio's Rainwater and Land Development standard guidance manual; and
  - c. Review of Long-Term Operations & Maintenance plans and draft Long-Term Maintenance Agreements (LTMAS)
  - d. Installation inspection of select SCMs, including trees and other items as requested.
2. As required under the MS4 Permit, Cuyahoga SWCD will also provide technical assistance related to NPDES-covered post-construction stormwater control measures (water quality and water quantity basins) for a maximum of 100\* sites annually:
  - a. Mandatory transition meetings will be held with Cuyahoga SWCD staff, city personnel, and site personnel to review long-term operations and maintenance needs, and reporting requirements. The mandatory transition meeting will constitute the initial post-construction site inspection and also serve as the official handover from active construction to post-construction. At the transition meeting, the following will be reviewed/discussed:
    - i. Verification all installed post-construction stormwater control measures are in proper working order, as specified in the approved site plans.
    - ii. Confirmation the site owner and/or property manager has received a copy of the Long-Term Operations and Maintenance (LTOM) manual and

understands their maintenance responsibilities as outlined in the Long-Term Maintenance Agreement (LTMA) for the site.

- iii. Final as-built design file submissions for all post-construction stormwater control measures on the site. Cuyahoga SWCD maintains a copy of the final as-built designs for post-construction features.
- b. Annual long-term maintenance field reviews of post- construction water quality/quantity facilities and technical advisory inspection report to the City and property owner.
- c. Maintenance program fact sheets, individual site assessments and training, as requested by the City.
- d. Guidance and review of technical advisory report with landowners, as requested by the City.

\*Post-construction sites which have five (5) or greater stormwater control measures on site will be treated as two (2) or more sites in the municipality's annual site technical assistance provided through this MOU.

Post-construction sites under this MOU which have been identified as having deficiencies for more than three (3) inspection cycles will not continue to be inspected by Cuyahoga SWCD until the municipality has provided written documentation to confirming compliance resolution efforts are being implemented by responsible parties in a timely manner.

As requested by the City, Cuyahoga SCWD will provide the following additional services in support of NPDES, Minimum Control Measure 5 □ Post-Construction Stormwater Management:

1. Planning assistance, technical advice, and landowner follow up, including:
  - a. Technical assistance on local legislation needs to support the City in implementation of its MS4 permit program;
  - b. Sound stormwater management;
  - c. Protection of sensitive natural areas;
  - d. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands, or other unique areas that are planned for development;
  - e. Recommendations for stream bank and wetlands restoration, slope erosion control;
  - f. Enhancement of small drainage systems and wildlife habitat enhancements; and
  - g. Resident and landowner assistance, as requested by the City, to advise on SCM maintenance strategies and other conservation-related matters.

**Annual Cost for NPDES, Minimum Control Measure 5 □ Post-Construction Stormwater Management: \$11,000.00**

### **Administrative Services**

Cuyahoga SWCD will provide the City with the following administrative support services:

1. Provide an annual report of all activities undertaken (including copies of any data collected, as requested).
2. Project file management for all sites reviewed by Cuyahoga SWCD.
3. Mapping of stormwater facility locations.
4. Documenting LTOM plans and recorded LTMA agreements provided at the time of site transition.
5. Data and assistance with MS4 reporting, as requested.

***Annual Cost for Administrative Services: \$3,000.00***

### **MOU PARTNER ROLES & RESPONSIBILITIES**

Recognizing the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, the City and Cuyahoga SWCD agree to be responsible for the implementation tasks outlined for each below.

### **Cuyahoga SWCD Responsibilities Related to Stormwater Pollution Prevention Activities**

Through this MOU, Cuyahoga SWCD will be responsible for providing the following:

1. Coordinate a yearly stormwater program kickoff meeting with designated City staff responsible for implementation of the City's MS4 Permit program.
2. Conduct an annual review of MOU services and portfolio of active and post-construction inspection sites.
3. Provide support to municipality for public records requests related to MS4 Permit program.
4. Provide technical assistance, natural resource impact review, recommendations for SCMs and other conservation practices, during preliminary project discussions.
5. Review of erosion and sediment control plans (ESCs) for development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Administrative Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio's Rainwater and Land Development standard guidance manual within 21 business days upon receipt.
6. Provide a Recommendation of Approval (ROA) letter to the City documenting approval of the site SWP3 prior to commencement of construction activities.
7. Attend pre-construction meeting(s) and review site SWP3 requirements with project construction team.
8. Provide monthly technical advisory inspections (field reviews) and reporting to the City and project construction team for up to 10 active construction sites per year.
9. Notify relevant contractors and the City when deficiencies are observed on active construction sites. Construction sites subject to NPDES compliance which are deficient for four (4) months or more will not be inspected by Cuyahoga SWCD until the

municipality has provided written documentation to confirm deficiencies are being addressed in a timely manner.

10. Lead post-construction transition meetings to inspect the installation and review long-term operations and maintenance documents and reporting requirements.
11. Conduct up to 100 post-construction site stormwater control measure field reviews and technical advisory inspection reports annually to the City and property owner.
12. Maintain contact lists, as furnished by the City or other authorized party, of property owners and property maintenance contacts for sites inspected by Cuyahoga SWCD under this MOU.
13. Provide technical assistance, as requested by the City, to support implementation of the City's MS4 Permit program and/or conservation practices within the community.
14. Provide an annual report of all activities undertaken (including copies of any data collected, as requested).
15. Provide administrative support through project file management, mapping of facility locations, documenting LTOM plans and recorded LTMA agreements provided at the time of site transition, and data and assistance with MS4 reporting, as requested.
16. Submit invoices following the performance of the services described in the billing in a form mutually agreeable to the parties and accompanied by such supporting documentation as reasonably required for verification.

#### **City's Responsibilities Related to Stormwater Pollution Prevention Activities**

Through this MOU, the City will be responsible for the following:

1. The City will provide an annual appropriation, to the face value of this MOU, not to exceed \$34,000.00 for technical assistance related to NPDES covered construction activities. Should additional services be requested outside the scope of this MOU, written amendments will be made and additional costs agreed upon by both parties. This memorandum of understanding will be reviewed each year to ensure agreed upon assumptions are still valid.
2. The City will make payments to the Cuyahoga SWCD for its performance based on verified invoices, which shall be due and payable by the within thirty (30) days from the date of receipt thereof.
3. The City will recognize the environmental functions of naturally vegetated open spaces, such as wetlands, stream corridors, ravines, woodlands, and fields in providing economic and human health benefits, making them worthy of the City's protection in municipal zoning and building codes, land management strategies, and enforcement thereof.
4. The City will direct builders, developers, and design engineers to consult with Cuyahoga SWCD for assistance on siting, planning, and natural resource conservation early in the concept planning stage of the construction planning cycle. The City will require builders, developers, and consultants to follow best management practices as outlined in the current edition of Ohio's Rainwater and Land Development standard guidance manual. Where applicable, the City will adopt policies and procedures to support the

- requirements for construction and post-construction activities for compliance with the NPDES permit.
5. The City will designate one or more individual(s) to serve as the City's liaison(s) for the stormwater pollution prevention program. These designated individuals will be responsible for the following:
    - a. Participate in a yearly stormwater program kickoff meeting with designated City staff responsible for implementation of the City's MS4 Permit program.
    - b. Annually review portfolio of active and post-construction inspection sites with Cuyahoga SWCD staff.
    - c. Notifying Cuyahoga SWCD of upcoming construction projects submitted to Planning Commission or other authorizing body.
    - d. Facilitate SWP3 plan submittal to Cuyahoga SWCD for applicable projects.
    - e. Verification of Cuyahoga SWCD Recommendation of Approval (ROA) and OH EPA Notice of Intent (NOI) prior to commencement of construction activities.
    - f. Coordinate with Cuyahoga SWCD staff to attend pre-construction meeting(s) and review site SWP3 requirements with project construction team.
    - g. Review monthly technical advisory inspections (field reviews) and reports. Support Cuyahoga SWCD in obtaining accurate contact information for site contacts, where applicable.
    - h. Support and lead enforcement and escalation of non-compliant sites.
    - i. Support Cuyahoga SWCD in coordinating a mandatory transition meeting to review long-term operations and maintenance needs, and reporting requirements.
    - j. Support Cuyahoga SWCD in obtaining updated Long-Term Operations and Maintenance plans and fully executed Long-Term Maintenance Agreements for all sites with post-construction stormwater control measures subject to NPDES compliance.
  6. The City will adopt, apply, and enforce Cuyahoga SWCD recommendations to support implementation of the Stormwater Pollution Prevention Program. This includes, but is not limited to, verification of Cuyahoga SWCD's Recommendation of Approval (ROA) prior to authorizing construction activities to commence, issuing stop work orders or other construction activity restrictions, and issuing fines to appropriate entities for failure to comply with NPDES permit and other local requirements.
  7. The City will provide Cuyahoga SWCD with field surveys, proposed layouts, designs or meeting notices needed for adequate technical assistance in a timely manner.
  8. The City recognizes that Cuyahoga SWCD has no regulatory authority to enforce NPDES rules.

**COST SUMMARY**

SERVICE	COST YEAR ONE	COST YEAR TWO (OPTIONAL)
NPDES, Minimum Control Measure 4 □ Construction	\$20,000.00	\$21,500.00

Site Stormwater Runoff Control		
NPDES, Minimum Control Measure 5 □ Post-Construction Stormwater Management	\$11,000.00	\$11,500.00
Administrative Services	\$3,000.00	\$3,250.00
	<b>TOTAL COST YEAR ONE</b>	<b>TOTAL COST YEAR TWO</b>
	<b>\$34,000.00</b>	<b>\$36,250.00</b>

**GENERAL TERMS OF UNDERSTANDING**

1. The City recognizes that Cuyahoga SWCD has expertise in compliance with the requirements of the OEPA's NPDES regulations and is relying on such expertise.
2. Cuyahoga SWCD recognizes that the City is the regulating authority.
3. Consequently, Cuyahoga SWCD shall not send enforcement escalation correspondence without the City first reading and approving such correspondence to issue on its behalf. The City shall notify Cuyahoga SWCD of any questions, comments, and/or requested changes in a timely fashion.
4. Cuyahoga SWCD shall respond to such questions, comments and make such changes in a timely fashion.
5. Cuyahoga SWCD is not granted regulatory authority in the Ohio Revised Code.
6. Cuyahoga SWCD will provide the City with a written annual summary, relevant to its role, as outlined in this MOU.
7. The NPDES rules, current edition of Ohio's Rainwater and Land Development standard guidance manual, the ODOT Location and Design Manual Volume 2, and standards of the USDA, Natural Resources Conservation Service will be used in planning and application of conservation measures.
8. That both parties will review quality of assistance and address concerns as they arise.
9. That all assistance provided by Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
10. The City recognizes Cuyahoga SWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
11. Any notice or communication required or permitted under this MOU shall be sufficiently given in writing delivered in person or electronic mail, to the following:

CITY OF MIDDLEBURG HEIGHTS	CUYAHOGA SOIL & WATER CONSERVATION DISTRICT
MATTHEW J. CASTELLI MAYOR	KRISTIN N. HALL FITZGERALD, EXECUTIVE DIRECTOR
MCASTELLI@MIDDLEBURGHEIGHTS.COM	KHALL@CUYAHOGASWCD.ORG
MIDDLEBURG HEIGHTS, OHIO 44130	CLEVELAND, OHIO, 44114

12. In the event of any dispute or disagreement between any of the Parties with respect to the interpretation of any provision of this Project Agreement which cannot be resolved in

the normal course of business, then upon written notice of either party to the other adhering to the following:

- a. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
  - b. No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
  - c. The rights and obligations of the parties under this Section shall not limit either party's right to terminate this Project Agreement as otherwise permitted hereunder.
13. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
14. In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this MOU to be invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this MOU shall continue in full force and effect.
15. There are no third party beneficiaries under this Contract, and in no event shall Cuyahoga SWCD be liable to the City for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
16. Neither Party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.
17. This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this MOU. The terms of this MOU control over any conflicting terms in any referenced document.
18. By entering into this MOU, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Cuyahoga SWCD and the City may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga SWCD and the City to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

## **INDEMNIFICATION**

Cuyahoga SWCD and the City do not indemnify any person or entity, and agree that no provision of this MOU or any other agreement between Cuyahoga SWCD and the City may be

interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages for which they are legally liable resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this MOU.

**TERM, RENEWAL, TERMINATION**

The term of this MOU shall begin on the Effective Date first stated above and when Cuyahoga SWCD receives written notice from the City, in a form approved by Cuyahoga SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code; and shall end on the same date twelve (12) months thereafter, unless this MOU is terminated sooner, or unless the MOU is extended by the City, for one additional one-year term of twelve (12) months, at the rates outlined above in the COST SUMMARY, at the sole discretion of the City. If the City exercises its option to renew the MOU for one additional twelve-month period, the City shall notify Cuyahoga SWCD, in writing, of its desire to before the end of the initial twelve (12) month term if the CITY has determined to extend the MOU for an additional one-year period. The MOU shall continue in effect for said periods, unless the MOU is terminated sooner, or unless it is further extended by mutual agreement, in writing, of the parties hereto. Any such extension shall be under the same terms and conditions as set forth in this MOU.

This MOU may be amended or terminated at any time by mutual consent of both parties, or the agreement may be terminated by either party giving thirty (30) days advance written notice to the other.

In witness thereof, the Memorandum of Understanding executed and agreed to on the latest day, month and year written below:

**CUYAHOGA SOIL & WATER  
CONSERVATION DISTRICT**

**[MUNICIPALITY/ ORGANIZATION]**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Printed Name, Title)

BY: \_\_\_\_\_  
(Printed Name, Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF MIDDLEBURG HEIGHTS, OHIO**

Resolution No. 2026-

Introduced By: Mr. Meany  
Co-Sponsors: Mr. Ali, Mr. McGregor

**A RESOLUTION  
AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO  
CONTRACT WITH TK EXCAVATING & CONCRETE LLC FOR THE  
ABRAMS CREEK DETENTION BASIN 2 IMPROVEMENT PROJECT**

WHEREAS, pursuant to legal advertisement duly made, sealed bids were received on December 12, 2025, for the **Abrams Creek Detention Basin 2 Improvement Project** in accordance with specifications on file with the City Engineer; and

WHEREAS, the bid of TK Excavating & Concrete LLC, 6624 Sodom Hutchings Road, Girard, OH 44420 for the Abrams Creek Detention Basin 2 Improvement Project in the amount of \$1,725,437.15 is determined to be the lowest and best bid, therefore.

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

Section 1: That the bid of TK Excavating & Concrete LLC for the Abrams Creek Detention Basin 2 Improvement Project in an amount not to exceed \$1,725,437.15 being the lowest and best bid submitted pursuant to legal advertisement and specifications on file with the City Engineer, be and the same is hereby accepted.

Section 2: That the Mayor and Finance Director are hereby authorized to enter into a contract with TK Excavating & Concrete LLC, 6624 Sodom Hutchings Road, Girard, OH 44420 in accordance with Section 1 of this Resolution.

Section 3: That there is hereby appropriated from the Streets/Infrastructure Improvements Fund \$1,725,437.15 to implement this Resolution.

Section 4: 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: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest: \_\_\_\_\_  
Clerk of Council

Approved On: \_\_\_\_\_

Presented to Mayor: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

**City of Middleburg Heights, Ohio****Ordinance No. 2026-\_\_\_\_\_**Introduced by: Mayor Matthew Castelli

**AN ORDINANCE  
TO MAKE SUPPLEMENTAL APPROPRIATIONS  
FOR CURRENT EXPENDITURES AND EXPENSES  
FOR THE CITY OF MIDDLEBURG  
HEIGHTS FOR THE CALENDAR YEAR 2026**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS,  
CUYAHOGA COUNTY, STATE OF OHIO:**

Section 1. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2026, the following sums be appropriated from the FEMA Grant Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Fire - Capital - CPR Machines	\$ 34,857.14
<b>Total Increase to the FEMA Grant Fund</b>	<b>\$ 34,857.14</b>

Section 2. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2026, the following sums be appropriated from the Capital Improvements Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Facility Maint. - Capital - Police Station Demo - Electrical Transformer Removal	\$ 29,900.00
<b>Total Increase to the Capital Improvements Fund</b>	<b>\$ 29,900.00</b>

Section 3. That it is hereby 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 actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

**City of Middleburg Heights, Ohio**

DELIVERED JAN 08 2026

**Ordinance No. 2026-\_\_\_**

**Introduced by: Mayor Castelli**

**AN ORDINANCE  
AUTHORIZING THE MAYOR AND FINANCE DIRECTOR  
TO ENTER INTO A CONTRACT WITH  
OHM ADVISORS**

WHEREAS, the City's purchasing policy requires City Council approval on any single purchase of products or services exceeding \$25,000 or any professional service contract exceeding \$10,000, with the exception of items purchased through or at an amount equal to an approved cooperative purchasing agreement; and

WHEREAS, the City desires to retain the services of a competent and qualified contractor to provide certain products/services to the City; and

WHEREAS, OHM Advisors is competent and qualified to furnish products and/or services to the City and has provided a responsive and responsible proposal, and desires to provide Construction Observation Services for the Central Park Phase 1 Project.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO:**

Section 1. That the Mayor and Finance Director is hereby authorized to enter into a contract with OHM Advisors to provide certain products and/or services to the City, a copy of which is attached hereto and marked "Exhibit A".

Section 2. That there is hereby appropriated an additional \$81,500 from the General Fund to implement this Ordinance.

Section 3. That it is hereby 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 actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

PRESENTED TO MAYOR \_\_\_\_\_

APPROVED ON: \_\_\_\_\_

	YEAS	NAYS
BORTOLOTTA	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
FERENCE	_____	_____
ZAKEL	_____	_____

\_\_\_\_\_  
MAYOR



December 30, 2025

Mayor Matthew Castelli  
City of Middleburg Heights  
15700 Bagley Road  
Middleburg Heights

**RE: Civic Center District Master Plan – Additional Services for Phase 1 Construction Observation  
Proposal #23000-B**

Dear Mayor Castelli:

Thank you for this opportunity to continue working with you to make the City of Middleburg Heights (City, Client) a great place to live, work, and play! OHM Advisors (OHM, Consultant) is excited to help the City implement the design of Phase 1 through assisting the City in construction administration. Based on our discussion of the proposed scope, this proposal represents our project understanding, with work plan, schedule, and cost of additional services.

### **Project Understanding**

Based on the Phase 1 bidding documents, OHM will provide construction observation services for implementation of the Phase 1 improvements.

### **Work Plan**

#### **Task #13: Pre-Construction Services**

- Attend and facilitate pre-construction meeting.
- Coordinate with the Contractor, Utilities, Safety Forces, Residents, and Businesses ahead of construction.
- Schedule and assign construction services staff.
- Review materials, supplier submittals, and shop drawings; communicate “no exceptions taken” when documents are in accordance with the Contract requirements.
- Review contractual items and specifications.
- Distribute relevant documentation (e.g., meeting minutes, contact lists).
- Meetings: (1) pre-construction meeting.
- Deliverables: Meeting minutes.

#### **Task #14: Construction Administration**

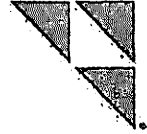
- The following services are included:
  - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses.
  - Prepare inspection reports.
  - Regular progress meetings with Contractor.
  - Inspection and coordination of testing services (testing performed by Contractor).
  - Response to RFI’s (request for information) from Contractor.
  - Review of pay requests and recommendations for payment.
  - Negotiation of Change Orders.
  - Prevailing Wage Verification.
  - Staffing will include the following:
    - Construction Manager: On-Site weekly reviews with construction inspector, and off-site coordination with Inspector, Contractors, Owner, and Construction Manager.

#### **OHM Advisors**

388 SOUTH MAIN STREET, SUITE 301  
AKRON, OHIO 44311

T 330.913.1080  
F 330.319.8691

OHM-Advisors.com



- Design Manager: Involved on an as-needed basis to facilitate field designs and design-related issues.
- Construction Administrative Assistant: Coordination of all documentation from pre-construction, contracts, pay requests, and close-out documents.
- Typical average part time weekly staffing for a 40-hour/week construction project is approximately:
  - Construction Manager: 1 hours
  - Design Manager: 3 hours
  - Construction Admin: 1 hours
- Price proposal for this task assumes a construction contract schedule of 1.1.2026 through 9.30.2026 or 39 weeks.

#### **Task #15: Construction Observation**

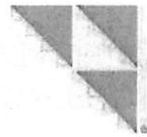
- Construction observation staffing will include dedicated construction inspector to be on-site to observe construction activities for compliance with the contract documents. Based on the construction schedule, we anticipate the following on-site schedule:
    - January 2026 0 Hours
    - February 2026 0 Hours
    - March 2026 0 Hours
    - April 2026 4 Hours / Week (5 weeks = 20 hours)
    - May 2026 8 Hours / Week (4 weeks = 32 hours)
    - June 2026 8 Hours / Week (4 weeks = 32 hours)
    - July 2026 16 Hours / Week (5 weeks = 80 hours)
    - August 2026 16 Hours / Week (4 weeks = 80 hours)
    - September 2026 16 Hours / Week (5 weeks = 80 hours)
- Total: 324 Hours

#### **Task #16: Post-Construction Services**

- Conduct final project walkthroughs with the Contractor and Owner.
- Prepare and distribute the final punch list; follow up on completion of items.
- Review and coordinate acceptance of Record Drawings.
- Coordinate Maintenance Bond requirements with the Owner and Contractor.
- Assist with lien releases, final payments, and final project acceptance.
- Meetings: (1) punch list review meeting
- Deliverables: Meeting minutes, and contract closeout documents.

#### **Schedule**

OHM Advisors is prepared to continue professional services throughout the anticipated project schedule of 1.1.2026 through 9.30.2026.



**Compensation**

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule.

Task	Cost	Billing
Task #13 – Pre Construction Services	\$ 6,500	Hourly
Task #14 – Construction Administration	\$ 30,000	Hourly
Task #15 – Construction Observation	\$ 40,000	Hourly
Task #16 – Post Construction Services	\$ 5,000	Hourly
<b>Lump-Sum Total:</b>	<b>\$ 81,500</b>	

The price proposal will be billed on an hourly, not to exceed basis based on the attached Exhibit ‘C’ – OHM Hourly Rate Table pursuant to the anticipated construction duration of 1.1.2026 through 9.30.2026.

**Clarifications and Assumptions**

- All other work not listed above is excluded from this proposal but can be added as an additional service, if requested.
- If additional labor effort is required, due to additional meetings not described in the Work Plan, change in schedule, Client-directed changes to the design that are departures from the design direction or scope of work and require rework of information completed in previous submissions, OHM Advisors will negotiate an amendment with the Client for additional services. OHM will not proceed with additional services, without written authorization to proceed from the Client.

**Authorization**

If you find this additional services proposal to be acceptable, your signature on this letter, with a copy returned to us will serve as our authorization to proceed. Upon execution, this additional services proposal, and attachments will amend our agreement.

Sincerely,

OHM Advisors

Authorization to Proceed:

  
 \_\_\_\_\_  
 Jeremy Hinte, PLA, ASLA, Senior Project  
 Manager  
[Jeremy.hinte@ohm-advisors.com](mailto:Jeremy.hinte@ohm-advisors.com)  
 D: 216.865.1337 C: 216.339.7412

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Printed Name Title

Attachments: Exhibit ‘C’ – OHM Hourly Rate Schedule

Exhibit 'C'

OHM ADVISORS  
2026 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$167	\$179	\$194	\$214	\$224
Graduate Engineer	\$145	\$156	\$161	\$169	\$182
Architect/Interior Designer	\$115	\$150	\$175	\$210	\$230
Landscape Architect	\$132	\$142	\$156	\$172	\$188
Planner	\$120	\$141	\$167	\$182	\$193
Project Coordinator/Urban Designer	\$93	\$125	\$142	\$162	\$182
Design Technician	\$115	\$134	\$151	\$170	\$188
Technician	\$109	\$128	\$146	\$163	\$172
Project Specialist	\$138	\$175	\$205	\$229	\$250
Professional Surveyor	\$156	\$173	\$189	\$203	\$215
Surveyor	\$112	\$132	\$144	\$158	\$170

Classification	I	II	III
Administrative Support	\$89	\$110	\$135
Technical Aide	\$85	\$89	\$94
Subject Matter Expert	\$250	\$300	\$375

Classification	
Principal	\$247

Rates as reflected subject to review and adjustment on an annual basis.  
2026 Public Rates 25-1028 (MI OH Public)

## **CITY OF MIDDLEBURG HEIGHTS, OHIO**

Resolution No. 2026-

Introduced By: Mayor Matthew Castelli

### **A RESOLUTION AWARDING MADELYNN KAMINSKI A MIDDLEBURG HEIGHTS SAFETY TOWN SCHOLARSHIP**

WHEREAS, Middleburg Heights Safety Town is an educational summer program designed to teach essential safety skills to children entering kindergarten through interactive play in a mini town; and

WHEREAS, as a way to give back to the community Madelynn Kaminski began volunteering with Safety Town during the summers of 2022 through 2025 where she served as a dedicated and dependable instructor; and

WHEREAS, from the beginning Madelynn showed genuine enthusiasm for working with children and a strong understanding of how important early safety education is for young children. Madelynn consistently demonstrates patience, responsibility and professionalism; and

WHEREAS, Madelynn is continuing her education and will be transferring from Kent State University to Cleveland State University in pursuit of a Bachelor of Science in Nursing; and

WHEREAS, Madelynn's commitment to helping others, her strong work ethic and her ability to connect with people of all ages makes her well suited to receive a \$2,000 Middleburg Heights Safety Town Scholarship.

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

Section 1: That the Mayor and Council of the City of Middleburg Heights hereby recognize Madelynn Kaminski's contribution to the Safety Town Program and congratulate Madelynn on receiving the Middleburg Heights Safety Town Scholarship.

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: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest: \_\_\_\_\_  
Clerk of Council

Approved On: \_\_\_\_\_

Presented to Mayor: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

**CITY OF MIDDLEBURG HEIGHTS, OHIO**

Ordinance No. 2026-

Introduced By: Mayor Matthew Castelli

**AN ORDINANCE  
AUTHORIZING THE MAYOR AND FINANCE DIRECTOR  
TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE  
OF CERTAIN REAL ESTATE IN THE CITY OF MIDDLEBURG HEIGHTS**

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

Section 1: That the Mayor and Finance Director are hereby authorized to enter into a purchase agreement, with terms and conditions the same or similar to "Exhibit A", a copy of which is attached hereto, for the purchase of certain real estate in the City of Middleburg Heights; and

Section 2: That there is hereby appropriated \$425,000.00 from the Capital Improvements Fund to implement this Ordinance.

Section 3: It is hereby 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 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: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest: \_\_\_\_\_  
Clerk of Council

Approved On: \_\_\_\_\_

Presented to Mayor: \_\_\_\_\_

\_\_\_\_\_  
Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____

	Yea	Nay
McGregor	_____	_____
Ference	_____	_____
Zakel	_____	_____

**REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

This Real Estate Purchase Agreement and Escrow Instructions (the "Agreement"), made by and between **Christina Hardwick**, who with his/her/their heirs, legal and estate representatives, assigns, and/or successors, is herein called "Seller," and the **City of Middleburg Heights**, an Ohio municipal corporation, which with its successors and assigns is herein called "Buyer," is to EVIDENCE THAT:

WHEREAS, Seller desires to sell certain real estate, including the land and all appurtenances, hereditaments, rights, privileges and beneficial easements appertaining thereto and all structures, improvements and flora located thereon (all of which are herein called the "Real Estate") located at **15915 Bagley Road, Middleburg Heights, Ohio, 44130**, being further known as Cuyahoga County Permanent Parcel No. **373-25-015**, and as more fully described on Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Buyer desires to purchase the Real Estate from Seller upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, subject to the foregoing, in consideration of the mutual covenants and promises made in this Agreement and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Seller and Buyer (collectively referred to herein as the "Parties") hereby agree as follows:

**1. Purchase and Sale of Real Estate.**

(a) Seller shall sell and convey the Real Estate to Buyer and Buyer shall purchase the Real Estate from Seller subject to the Laws of the United States of America, the State of Ohio, and the Charter and Codified Ordinances of the City of Middleburg Heights and pursuant to the terms and conditions hereof.

(b) The purchase price for the Real Estate (herein called the "Purchase Price") is the sum of **\$425,000.00 (Four hundred twenty-five thousand dollars and no cents)** allocated between land and improvements (if any) in the same ratio as allocated by the Cuyahoga County Auditor.

(c) Seller hereby agrees that Seller's spouse, if any, shall enter into and execute this Agreement, the Deed (defined below), and any other documents necessary to effectuate the purposes of this Agreement, to release his/her dower rights, if applicable, in and to the Real Estate.

**2. Closing Date and Escrow Agent.**

(a) Except as otherwise expressly stated herein, all transactions contemplated by this Agreement shall be made after all escrow deposits have been made, but in no event later than **February 13, 2026** (the "Closing" or the "Closing Date"). The Closing Date may be a later date only as mutually agreed in writing by the Parties.

(b) Maximum Title & Escrow Services Inc., 400 W. Bagley Road, Berea, OH 44017, shall be the escrow agent (herein called the "Escrow Agent" and/or "Title Company"), subject to Escrow Agent's standard conditions for the acceptance of escrow, except as otherwise expressly provided herein.

**3. Seller's Deposits in Escrow.**

On or before the Closing Date, Seller shall deposit in escrow with Escrow Agent Seller's good and sufficient general warranty deed or deeds (herein called the "Deed") conveying the Real Estate to Buyer free and clear of all liens and encumbrances except taxes and assessments, which are a lien, or which have not been certified to the auditor or which have been certified but have not been placed on the duplicate or have been deferred, but not yet due and payable, and except zoning restrictions, and except easements, restrictions, conditions, covenants, and limitations of record.

**4. Payment of Real Estate Purchase Price and Buyer's Deposits in Escrow.**

On or before the Closing Date, Buyer shall deposit in escrow with Escrow Agent, in immediately available United States funds, the Purchase Price, and any and all documents reasonably required by the Escrow Agent and the title insurer and reasonably necessary to provide for the establishment and closing of escrow, the issuance of the title insurance required hereunder, and the financing involved in this transaction.

**5. Escrow Instructions.**

(a) If and when Title Company is prepared to issue an owner's policy of title insurance (ALTA Form 2006) in the amount of the Purchase Price to Buyer insuring marketable title to the Real Estate to be in Buyer, free and clear of all liens and encumbrances, except for the exceptions to the Deed warranty covenants and all other standard Schedule B exceptions, and if and when Seller and Buyer have made all escrow deposits required, Escrow Agent shall file the Deed and mortgage (if any) for record and shall:

(i) Pay the cost of the title search, and title insurance policy based upon the Purchase Price, and charge one-half (1/2) of the cost of the same to Seller and one-half (1/2) of the cost of the same to Buyer;

(ii) Pay taxes and assessments due and payable on the date of transfer and charge the cost of the same to Seller;

(iii) After prorating taxes and assessments to the date of transfer (taxes and assessments not yet due and payable shall be computed on the basis of the last certified tax rate and valuation), pay to Buyer the amount of said prorated taxes and assessments which are a lien, but not yet due and payable, and charge the cost of the same to Seller;

(iv) Pay auditor's transfer tax and conveyance fee with respect to the transfer of the Real Estate and charge the cost of the same to Seller;

(v) Pay the cost of recording the Deed and the mortgage, if any, and charge the cost of the same to Buyer;

(vi) Satisfy and discharge any existing mortgages and liens of record, and charge the cost of the same to Seller;

(vii) Pay balance, if any, due Buyer in accordance with Buyer's instructions and pay balance due Seller in accordance with Seller's instructions; and

(viii) Deliver to Buyer the Deed.

(b) In the event of a defect in title to the Real Estate, Escrow Agent shall promptly notify Seller and Seller shall have thirty (30) days thereafter to cure such defect, in

which case the Closing Date shall be as shortly as possible after such defect is cured. If the same is not cured within such period, this Agreement, at Buyer's option, shall be null, void, and of no effect and Escrow Agent and Seller shall return to each party depositing the same all funds and documents and Seller shall pay any expenses then incurred for review of title to the Real Estate. If Buyer does not elect to rescind this transaction, it shall be closed as provided herein as if said title defect did not occur. For the purpose of this Agreement, a title defect is not any lien or encumbrance which is an exception to the warranty covenant of the Deed.

**6. Representations and Warranties.**

(a) Seller hereby represents and warrants that: (i) the individual, individuals, or entity, identified as "Seller" herein above is the fee simple owner of the Real Estate; and (ii) no other individuals, or entities own or have any interest in and to the Real Estate; and (iii) Seller's spouse, if any, has executed this Agreement to release his/her dower rights, if applicable, as set forth in Section 2 hereof. This representation and warranty shall survive the Closing.

7. **Risk of Loss.** In the event of any damage or injury to the Real Estate, the risk of loss shall be borne by Seller up to the Closing Date.

**8. Due Diligence.**

Seller grants to Buyer, and its agents, licensees, employees, assigns, contractors, and subcontractors, a license, to enter upon the Property and the full right of access to the Property in order, at Buyers' sole cost and expense, to inspect the Property, to perform engineering and environmental investigations, surveys and tests, to take samples, including samples of soil and groundwater beneath the surface of the Property, and to conduct such additional engineering, environmental, and other investigations as Buyer shall deem necessary or desirable as due diligence to evaluate the Property for Buyer's intended ownership, occupancy, and use thereof.

**9. Contingencies.**

(a) In addition to the conditions and/or contingencies provided elsewhere in this agreement, Buyer's obligation to purchase this property is subject to and contingent upon the satisfaction or waiver of the conditions and contingencies described below (the "Contingencies") prior to the closing date (the "Contingency Period"):

(i) Due diligence by the Buyer, and/or its agents, licensees, employees, agencies, contractors, and subcontractors pursuant to Paragraph 8 shall have been performed to the satisfaction of the Buyer, in its sole discretion, and the Property shall remain in the condition described in report(s) provided (if any) in conjunction with performance of such due diligence.

**10. Miscellaneous.**

(a) Buyer shall have exclusive possession of the Real Estate on the date fee title transfers to Buyer.

(b) No waiver by Seller or Buyer and no refusal or neglect of Seller or Buyer to exercise any right hereunder or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of any provision of this Agreement with respect to any subsequent

breach thereof.

(c) The Parties acknowledge that no real estate commission is involved in this transaction, and each party shall indemnify and hold harmless the other in the event the latter party pays a commission or finder's fee as a result of any contract entered into by the former party.

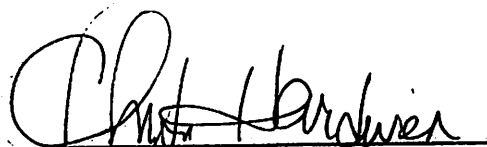
(d) This Agreement constitutes the entire agreement between the Parties hereto with respect to the Real Estate and supersedes all prior and contemporaneous agreements, representations, warranties, promises and understandings. The obligations of the individuals or entities comprising Seller shall be joint and several.

(e) For purposes of this Agreement, the plural includes the singular and vice-versa and the masculine, feminine, and neuter include each other.

(f) The date of this Agreement shall be the date that the last of the Parties executes same.

(g) This Agreement may not be amended or modified except by a written agreement that specifically references this Agreement and is signed by each of the parties hereto.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date(s) set forth below.

  
Christina Hardwick, Seller

Date: 1/2/2024

\_\_\_\_\_  
Seller

Date: \_\_\_\_\_

City of Middleburg Heights, Buyer

By: \_\_\_\_\_  
Matthew J. Castelli, Mayor

Date: \_\_\_\_\_

**To release dower interest:**

~~\_\_\_\_\_~~, spouse of Seller hereby releases all rights of dower in and to the Real Estate.

~~\_\_\_\_\_~~  
Signature of Spouse of Owner

EXHIBIT A

Situated in the City of Middleburg Heights, County of Cuyahoga, and State of Ohio:

And known as being a part of Original Middleburg Township Section No. 7 and further described as follows:

Beginning in the centerline of Bagley Road (60 feet wide) at a point which bears North 89° 35' West 340.70 feet from an angle point in said centerline of Bagley Road, said angle point bears North 50° 20' West, 1884.19 feet from the intersection of said centerline of Bagley Road with the centerline of Wooster Pike:

Thence South 0° 25' West, 433.90 feet to a point in the North Westerly line of land conveyed to DeForest J. Reynolds by Deed Recorded in Volume 4769, Page 439 of Cuyahoga County Records of Deeds;

Thence South 39° 40' West, 130.39 feet along said North Westerly line of Reynolds Property to a point;

Thence North 0° 25' East, 534.87 feet to a point in the centerline of Bagley Road;

Thence South 89° 35' East, 82.50 feet along said centerline of Bagley Road to a point and the place of beginning and containing .09174 acres of land, be the same more or less, but subject to all legal highways. PPN: 373-25-015

Also known as: 15915 Bagley Road, Middleburg Heights, Ohio 44130 ..

**ADDENDUM TO PURCHASE AGREEMENT  
REGARDING SELLER'S POSSESSION AFTER CLOSING**

Addendum to Purchase Agreement between Christina Hardwick, Seller, and the City of Middleburg Heights, Buyer, regarding real estate located at 15915 Bagley Road, Middleburg Heights, Ohio 44130, and further known as Cuyahoga County Permanent Parcel No. 373-25-015.

**Security.** Seller authorizes the Escrow Agent to credit \$10,000.00 (Ten thousand dollars and no cents) upon closing to the Buyer for the payment of utilities and/or other obligations as set forth in this Addendum Agreement. Seller further understands that should Seller's obligations under this Addendum Agreement exceed \$10,000.00, Seller will be responsible for the additional amount in payment directly to Buyer. Upon proof of payment of utilities provided to Buyer by Seller, and provided Seller meets all other obligations under this Addendum Agreement, Buyer shall release and send to Seller the aforementioned funds held as security.

**Seller's Possession.** Seller may remain in possession of the real estate premises from the date of closing until no later than June 10, 2026, at 1:00 p.m., unless possession is terminated sooner by Seller. Time is of the essence. Should Seller remain in possession of real estate premises after June 10, 2026 without written permission of Buyer, Seller shall pay Buyer liquidated damages in the amount of \$250.00 per day, plus attorney fees and court costs, until Seller relinquishes possession of the real estate completely free of all occupants to Buyer.

**Alterations to Premises.** During the period of time from the closing and through the time the Seller provides possession of the real estate premises to the Buyer, the real estate premises and all structures must be secured and no alterations shall be made, other than those specifically permitted in the "Real Estate Purchase Agreement and Escrow Instructions" and this document, except that Seller may remove the following items of landscaping: Japanese Maple.

**Utilities.** Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (sewer, water, gas, electricity, etc.).

**Maintenance.** While Seller or any occupant remains in possession, Seller shall be responsible for the maintenance and repair of all systems and equipment, and maintenance of the real estate premises, including but not limited to lawn maintenance, trash removal, and snow removal related to and/or on the real estate premises.

**Assignment.** Seller may not assign this agreement nor sublet the real estate premises during the term of this Addendum Agreement.

**Indemnification by Seller.** Seller shall maintain at Seller's expense, liability insurance in an amount not less than \$1,000,000 to insure the property that is the subject of this Addendum Agreement and shall protect, indemnify, save harmless and defend Buyer (City of Middleburg Heights, or its agents, contractors, or employees) and the Demised Premises from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, and including, without limitation, attorneys' fees and expenses imposed upon, incurred by or asserted against Buyer of the Demised Premises by reason of (i) any accident, injury to or death of persons, or loss of or damage to property occurring on or about the Demised Premises or adjoining sidewalks or any other matter or thing arising out of the use or occupation of the Demised Premises or caused by the negligence, errors, acts or omissions of Seller, or of Seller's agents, contractors or employees or (ii) any failure on the part of Seller to perform or comply with any of Seller's obligations under this Agreement. The foregoing indemnity shall specifically apply to those claims asserting negligence on the part of Buyer. In addition, Seller shall maintain Personal Property insurance on the Demised Premises at a value equal to the replacement cost of the Seller's personal property/contents within the Demised Premises. Seller shall deliver evidence of the coverage and receipts evidencing payment of the coverage to Buyer prior to closing date.

**Entry by Buyer.** Buyer may enter the real estate at anytime for purposes of surveying, viewing, testing, inspecting, or studying the premises. Buyer must give Seller twenty-four (24) hour notice prior to entering any structure.

In the event of a conflict between this Addendum Agreement and the Real Estate Agreement and Escrow Instructions, this Addendum Agreement shall control. The representations and obligations contained in this agreement shall survive the transfer of title to the real estate.

City of Middleburg Heights

  
\_\_\_\_\_  
Seller

Date: 1/2/2024

By: \_\_\_\_\_

Matthew J. Castelli, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
"Buyer"