

Development Agreement

For

Phase 2 of the Glass City Metropark Project

Between

City of Toledo

And

The Metropolitan Park District of the Toledo Area

This **DEVELOPMENT AGREEMENT FOR PHASE 2 OF THE GLASS CITY METROPARK PROJECT (“Phase 2 Agreement”)** is made and entered into as of the ____ day of _____, 2020, (“Effective Date”) between the City of Toledo, an Ohio municipal corporation (“City”), and the Metropolitan Park District of the Toledo Area, organized and operating pursuant to Chapter 1545 of the Ohio Revised Code (“Metroparks”). As used herein, “Parties” refers to, collectively, City and Metroparks.

RECITALS

WHEREAS, the parties have jointly planned the development of the riverfront metropark (“Riverfront Metropark a/k/a Glass City Metropark”) in the vicinity of Front Street-Main Street-South Marina Drive and Riverside Drive in the City of Toledo, Lucas County, Ohio.

WHEREAS, the Riverfront Metropark restoration represents an important opportunity for the City, involving significant investment into east Toledo.

WHEREAS, the Riverfront Metropark restoration will aid the continued development and growth of east Toledo and the general welfare in and around Toledo;

WHEREAS, in order for the Riverfront Metropark to advance and to become a success for the City as a whole, the City and Metroparks have agreed to cooperate and collaborate with respect to land, infrastructure, and economic issues relating to the Project;

WHEREAS, the Mayor of the City of Toledo was authorized to execute the Riverfront Metropark Development Agreement pursuant to Ordinance No. 41-19 passed by Toledo City Council on February 5, 2019, and the Board of Trustees of the Metroparks has approved, by all requisite action, this Agreement and its execution by passage of Resolution 25-19 on February 20, 2019.

WHEREAS, subsequent to the Riverfront Metropark Development Agreement, the Metropark was officially renamed the Glass City Metropark.

WHEREAS, the parties in furtherance of additional Glass City Metropark development now enter into this Phase 2 Agreement.

WHEREAS, the Mayor of the City was authorized to execute this Phase 2 Agreement pursuant to Ordinance No. 147-20 passed by Toledo City Council on April 22, 2020, and the Board of Trustees of the Metroparks was authorized to execute this Agreement by Resolution No. 28-20 passed on April 22, 2020.

NOW THEREFORE, in consideration of the mutual promises, warranties, representations, agreements and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1: DEVELOPMENT ITEMS:

- 1.1. **Construction of Project.** Metroparks agrees to use its best efforts to acquire the necessary property and, at its cost and expense, construct the project on the project site as identified in Exhibit A attached hereto and incorporated herein. Project construction on Phase 2 shall be completed within three (3) years of the Effective Date subject to availability of funding. Metroparks' construction of the project shall be in accordance with all the terms and conditions of zoning, plats, site plans, and approvals by the Architectural Review Committee, Toledo-Lucas County Plan Commission, and Toledo City Council. City agrees to cooperate with Metroparks in obtaining such approval as may be required to complete the project. In the event Metroparks has not secured its needed funding to complete the project within 5 years of the Effective Date then the City may terminate this agreement in accordance with the procedures set forth herein.
- 1.2. **Vacation of E Marina Drive Right-of-Way and Sale of Property.** The City shall within 150 days of the Effective Date file an application with the Clerk of Toledo City Council to vacate E Marina Drive as identified in Exhibit B attached hereto and incorporated herein. Subject to Toledo City Council by way of a duly authorized vacating ordinance, the cost of land, and recording fees shall be waived by the City. Upon vacation, the City shall split the newly created parcel and convey to Metroparks for (one-dollar) \$1.00 the portions of the property not needed to give right-of-way access to city-owned parcels 18-87677, 18-64075, 18-64073, or as parcels may be combined. Metroparks, at its expense, will provide a legal description and survey required to split the newly created parcel. The remainder of the parcel will be combined with the city-owned parcel to give right-of-way access pursuant to Plan Commission requirements and as depicted in Exhibit B. The City shall retain a full width easement on the property to be transferred to Metroparks for purposes of accessing the existing parking along E Marina Drive (See Shared Parking Easement Section) and the continued maintenance and operation of existing public utility infrastructure.
- 1.3. **Vacation of 30 Foot Strip Right-of-Way in between E Marina Drive and Front Street.** The City shall within 150 days of the Effective Date file an application with the Clerk of Toledo City Council to vacate a 30-foot strip of right-of-way along Front Street as identified in Exhibit C attached hereto and incorporated herein. Subject to Toledo City Council by way of a duly authorized vacating ordinance, the cost of land, work required, engineering costs, and recording fees shall be waived by the City. Metroparks, at its expense, will provide a legal description and survey required for the right-of-way vacation.
- 1.4. **Vacation of S Marina Drive Right-of-Way.** Metroparks shall within 150 days of the Effective Date file an application with the Clerk of Toledo City Council to vacate S Marina Drive as identified in Exhibit D attached hereto and incorporated herein. Subject to Toledo City Council by way of a duly authorized vacating ordinance, the cost of land, work required, engineering costs, and recording fees shall be waived by the City. The City agrees to waive its right to its portion of the vacated right-of-way in the vacating ordinance. Said vacation shall reserve to the City a full width easement over the entire

length of the vacated right-of-way for purposes of the City's continued maintenance and operation of existing public utility infrastructure, which utilities shall remain under the ownership of the City. Subject to the review and approval of the Division of Engineering Services, the City agrees to allow Metroparks to tap the existing public utilities in the vacated S Marina Drive right-of-way for purposes of providing utilities to Phase 2 of the Glass City Metropark. Metroparks shall execute and deliver a perpetual access easement for the new private roadway to be constructed to serve Phase 2 of the Glass City Metropark for purposes of preserving vehicular and pedestrian access to city-owned properties 18-87677, 18-64075, 18-64073, or as may be combined. Metroparks shall maintain vehicular and pedestrian access to the existing S and W Marina Drive until which time a new private roadway is constructed and opened. Metroparks shall work with the City, National Museum of the Great Lakes ("Museum"), Toledo-Lucas County Port Authority and Dockmaster to provide continued access and signage during construction of the new private roadway. Metroparks shall work with the Museum on the relocation of signage currently located in the right-of-way to a location that is agreeable to both parties. Metroparks, at its sole expense, shall be responsible for the demolition of S Marina Drive including any adjustments to the Front and S Marina Drive intersection. The City, at its sole expense, is responsible for any additional signage that may be necessary as a result to modifications of the intersection.

- 1.5 **Vacation of W Marina Drive Right-of-Way.** Metroparks shall file an application with the Clerk of Toledo City Council to vacate W Marina Drive as identified in Exhibit D attached hereto and incorporated herein at the same time the application is filed to vacate S Marina Drive Right-of-Way. The entire width of the W Marina Drive will vacate to City parcel(s) as depicted in Exhibit D. Subject to Toledo City Council by way of a duly authorized vacating ordinance, the cost of land, work required, engineering costs, and recording fees shall be waived by the City. Said vacation shall reserve to the City a full width easement over the entire length of the vacated right-of-way for purposes of the City's continued maintenance and operation of existing public utility infrastructure.

- 1.6. **Glass City Riverwalk Improvements.** Metroparks, at its sole expense, shall be responsible for the construction of the Glass City Riverwalk and associated improvements on City property as identified in Exhibit E attached hereto and incorporated herein. Subject to approval from the Ohio Cultural Facilities Commission for modifications to city-owned property regulated by grant restrictions, the City, with input from the Museum and Dockmaster, will review and, upon the City's satisfaction, approve proposed improvements associated with the Glass City Riverwalk on city-owned property. Metroparks shall receive approval from City for all modifications to the property. The City will grant Metroparks a permanent non-exclusive access easement for construction, demolition, and ongoing maintenance associated with the Glass City Riverwalk. Metroparks, at its expense, will provide legal description and survey necessary for the easement. In the event that the approvals discussed above in this section are not received, the parties agree to cooperate on an alternate location for the Glass City Riverwalk.

- 1.7. **Improvements to Park Area Adjacent to National Museum of the Great Lakes.** Subject to approval from the Ohio Cultural Facilities Commission for modifications to city-owned property regulated by grant restrictions, Metroparks shall work with the City, Museum and Toledo-Lucas County Port Authority to develop a plan to improve the existing park area adjacent to the Col. James M. Schoonmaker Museum Ship as identified in Exhibit F attached hereto and incorporated herein. The goal of the plan is to identify improvements to the park area that would increase usability and increase consistency with the overall plan for the Glass City Metropark and Glass City Riverwalk projects. The City shall not be responsible for any expenses associated with the proposed improvements. The improvements shall be approved and completed to the satisfaction of the City's Department of Public Service, Commissioner of Parks, Recreation and Forestry. Pursuant to the existing Lease Agreement, the Museum is responsible for existing and future maintenance associated with the park area until the Lease Agreement expires.
- 1.8. **Front Street Curb Cut.** Metroparks, at its sole expense, shall provide a traffic study to the satisfaction of the City's Department of Public Service, Commissioner of Transportation. The traffic study shall determine the feasibility of a proposed curb cut on Front Street to access the proposed urban campground site as depicted on Exhibit G attached hereto and incorporated herein. Final determinations will be made by the Commissioner of Transportation. If the traffic study's findings conclude a curb cut is feasible, then the City will grant permission for the Metroparks to install a curb cut Front Street right-of-way. The Metroparks, at its expense, shall be responsible for constructing the curb cut in accordance with plans and specifications acceptable to the City's Commissioner of Transportation. The City, at its expense, shall be responsible for installing new signage as determined by the City's Commissioner of Transportation.
- 1.9. **Front Street and S Marina Drive Intersection.** Metroparks, at its sole expense, shall provide a traffic study to the satisfaction of the City's Department of Public Service, Commissioner of Transportation. The traffic study shall determine the necessity of a traffic light at the Front Street and S Marina Drive intersection. Final determinations will be made by the Commissioner of Transportation. If the traffic study's findings conclude a traffic signal is necessary, then the City, at its expense and subject to and conditioned upon future appropriation, shall be responsible for installing a new pole, traffic light, cross walk and completing upgrades to the traffic signals and any other work required as determined by the City's Commissioner of Transportation.
- 1.10. **Plan for Pedestrian Improvements to Front Street.** The City and Metroparks recognize the importance of providing safe access to the Glass City Metropark from adjacent neighborhoods. As such, the City and Metroparks agree to jointly develop a plan for Front Street that prioritizes the calming of vehicular traffic and improvement of the pedestrian experience through the implementation of safety and beautification projects.

1.11. **Shared Parking Easements.** The City shall execute and deliver to Metroparks a Shared Parking Easement for the city-owned parking lot located on parcel 18-64073. Metroparks shall execute and deliver to the City a Shared Parking Easement for the surface parking lots to be constructed for Phase 2 of the Glass City Metropark as identified in Exhibit H. Both Easements shall provide for Metroparks, City of Toledo, Museum, Toledo-Lucas County Port Authority and Dockmaster shared access to the property for purposes of parking. It is the intent of the parties that the Toledo-Lucas County Port Authority, Museum and Dockmaster shall approve and execute the Shared Parking Easement as co-signers in recordable form.

1.12. **Option to Purchase International Park.** Within 30 days of the Effective Date, the City shall execute and deliver needed instruments to grant the Metroparks a one-year option to purchase International Park (Parcel IDs 18-77473 and 18-77482) from the City for (one dollar) \$1.00 as identified in Exhibit I attached hereto and incorporated herein. Sale of International Park is subject to approval of the Secretary of the Department of Interior, pursuant to restrictions placed on the property by the Federal Land and Water Conservation fund Act of 1965. The Metroparks shall be responsible for all transactional costs, including but not limited to, document preparation fees, recording costs, survey costs, closing costs, and title reports. All needed instruments will provide for the City's retention of easements for the purpose of accessing the existing International Park Combined Sewer Overflow Storage Pipeline and other related infrastructure as generally depicted in Exhibit I. Said Agreement shall be subject to all existing public utility, infrastructure, parking easements, and public open space restrictions. It is anticipated that after the exercise of the foregoing option, the parties will enter into a definitive purchase agreement for the sale and acquisition of the International Park property which would further set forth the parties rights and obligations as well as certain restrictions relating to the transfer.

1.12.1 **City's Right of First Refusal and Repurchase Option.** If Metroparks exercises its Option to Purchase International Park as set forth in section 1.12 above, to the extent permitted by law, Metroparks agrees to grant City a Right of First Refusal and Repurchase Option ("**City's Option**"). City's Option from Metroparks shall grant City a reservation of rights to first refusal and right to repurchase from Metroparks International Park (Parcel IDs 18-77473 and 18-77482) ("**Option Property**") for One Dollar (\$1.00) in the event that Metroparks desires to convey, sell, transfer, or exchange the Option Property at a future date to a third party. City shall have thirty (30) days to exercise City's Option after being notified by Metroparks in writing, and in accordance with the notice provisions set forth herein, of Metroparks desire to convey, sell, transfer or exchange the Option Property at a future date to a third party. Metroparks agrees to grant City's Option at the time of closing on the acquisition of the Option Property as set forth in section 1.12. The City's Option shall be recorded in the public record of Lucas County, Ohio. A final agreeable instrument setting forth additional rights and obligations related to the City's Option will be executed by Parties in a separate instrument that is incorporated in the purchase and sale agreement related to Metroparks Option to Purchase International Park.

- 1.13. **Vacation of Right-of-Way between Boers Boyer Way and Miami Street** – If Metroparks exercises its option and acquires the International Park property (Parcel IDs 18-77473 and 18-77482), within 150 days of the acquisition, Metroparks shall file an application with the Clerk of Toledo City Council to vacate that portion of the public right-of-way between Boers Boyer Way and Miami Street as identified in Exhibit J attached hereto and incorporated herein. Subject to Toledo City Council by way of a duly authorized vacating ordinance, the cost of land, work required, engineering costs, and recording fees shall be waived by the City.

SECTION 2: LIABILITY AND INDEMNIFICATION.

- 2.1. **Mutual Release of the Parties.** To the extent permitted by law, the Metroparks shall be liable for and shall release and hold the City harmless from liability, loss, injury (including death), costs (including reasonable legal fees), and damages finally awarded to third parties under claims which arise directly out of the Metroparks' willful misconduct or negligence in connection with this Agreement or which otherwise result from any act under this Agreement. Likewise, the Metroparks shall not be liable for, and the City hereby agrees that it will, to the extent permitted by law, release and hold the Metroparks harmless from any liability, loss, injury (including death), costs (including reasonable legal fees), and damages caused by or arising out of the negligence or willful misconduct of the City. Where liability, loss, injury, costs and/or damages arise from the willful misconduct or negligent acts or omissions of both the Metroparks and the City, each party shall be liable only to the extent of each party's own willful misconduct, negligence or omissions.

SECTION 3: TERM AND TERMINATION.

- 3.1. **Term of Agreement.** This Phase 2 Agreement shall be as of the Effective Date and shall continue for a period of five (5) years.
- 3.2. **Termination for Default.** Either party may terminate this Phase 2 Agreement in writing, if the other party fails to materially fulfill its obligations under this Agreement in a timely manner. However, no such termination may be effected unless such failure to materially fulfill an obligation remains uncured for thirty (30) days after the party claiming the failure provides written notice of such failure and intention to terminate in accordance with the terms of this Agreement; provided, however, that if such obligation is able to be cured, but cannot be cured within such thirty (30) day period, then, as long as the party placed on notice promptly commences the cure and thereafter diligently pursues such cure to completion, then the cure period provided for and thereafter herein shall be extended for a reasonable period not to exceed an additional ninety (90) days within which the curing party may complete such obligation. Metroparks may terminate this Phase 2 Agreement if it does not obtain sufficient funding (in its sole opinion) to complete its obligations hereunder.

SECTION 4: MISCELLANEOUS.

- 4.1. **Notices.** Any notice or other communication required or permitted hereunder will be in writing and will be deemed sufficiently given if: (a) delivered personally; (b) sent by registered or certified U.S. Mail, return receipt requested, postage prepaid; (c) sent by a national overnight delivery service (e.g., Federal Express); or (d) sent by facsimile, provide that confirmation of facsimile is sent by regular or other reasonable means, in each instance addressed, sent for delivery or delivered personally as follows:

If to Metroparks:

3100 West Central Avenue
Toledo, Ohio 43615-2016
Attention: Executive Director

If to City:

Mayor, City of Toledo
One Government Center, Suite 2200
Toledo, Ohio 43604

With Copy To:

Law Department
One Government Center, Suite 2250
Toledo, Ohio 43604
Attention: Law Director

or to such other address or to the attention of such other person as will be furnished by like notice to the other Party. Any such notice or communication personally delivered or sent by facsimile will be deemed to have been given when received, and any such notice or communication sent by U.S. Mail will be deemed to have been given on the earlier of the actual date of receipt or three (3) days after the date of duly sending same, and any such notice or communication will delivered by overnight courier will be deemed delivered the day after deposit with such courier provided such deposit was made in time, in accordance with terms of such courier, for such courier to make delivery the following day otherwise the date the courier was to have made delivery in accordance with its terms.

- 4.2. **Captions.** Captions in this Phase 2 Agreement are included for convenience of reference only, are not a part of this Phase 2 Agreement, and will not be used in interpreting or construing this Phase 2 Agreement.
- 4.3. **Time.** In computing any period of time prescribed by this Phase 2 Agreement, the day of the act, event, or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days. Any time deadline set forth in this Phase 2 Agreement shall be tolled for the period during which the State of Ohio Emergency COVID -19 declaration remains in force and effect.
- 4.4. **Counterparts.** Several copies of this Phase 2 Agreement may be executed by all of the Parties and will be deemed fully executed and binding on the Parties when each Party has signed one of the counterpart copies, notwithstanding that all Parties have signed all

counterpart copies. Once each Party has signed at least one counterpart copy of this Phase 2 Agreement, all executed copies of this Phase 2 Agreement constitute one and the same Agreement, binding upon all parties, regardless of whether any one or more executed copies do not contain the signatures of all Parties.

- 4.5. **Construction of Agreement.** This Phase 2 Agreement has been prepared jointly by each Party and their respective professional advisors. Each Party and their respective advisors believe that this Phase 2 Agreement is the product of all of their efforts, it expresses their understanding and agreement, and, therefore, this Phase 2 Agreement shall not be interpreted in favor of or against any Party merely because of the extent of their efforts in preparing it.
- 4.6. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Ohio, and any action or proceeding arising from this Agreement shall be commenced in a court of competent jurisdiction located in Lucas County, Ohio.
- 4.7. **Non-Discrimination.** Consultant agrees that it will not discriminate against any customer, employee or applicant for employment because of race, ancestry, religion, color, sex, age, national origin or disability, or other legally protected status.
- 4.8. **Assignment/Compliance with Law.** Neither party may assign or transfer rights and obligations under this Agreement without the written consent of the other party. Each party agrees that it will perform its obligations in accordance with all applicable Ohio laws, rules, and regulations now or hereinafter in effect.
- 4.9. **Exhibits Incorporated.** All Exhibits attached hereto are incorporated as part of this Agreement.
- 4.10. **Continued Existence of Prior Maumee Riverfront Metropark Agreement.** The Parties mutually acknowledge and agree to the continued existence of the Maumee Riverfront Metropark Agreement.
- 4.11. **Entire Agreement.** This Phase 2 Agreement, including any subsequent amendments, contains all representations and the entire understanding of the agreement between the parties. No changes to this Phase 2 Agreement shall be valid unless made by a written amendment executed and approved by the parties. Time is of the essence of this Phase 2 Agreement. The invalidity or unenforceability of any provision of this Phase 2 Agreement shall not affect the validity or enforceability of any other provision of this Phase 2 Agreement.
- 4.12. **Authority to Execute.** The signatory or signatories hereto on behalf of Metroparks and the City warrant(s) and represent(s) that they have the power and authority to enter into this Phase 2 Agreement and have been duly authorized to execute this Phase 2 Agreement.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURE PAGE FOLLOWS NEXT]

IN WITNESS WHEREOF, each Party to this Agreement has caused this Agreement to be executed by their duly authorized representative intending the same to be effective on the Effective Date set forth above.

CITY OF TOLEDO, AN OHIO
MUNICIPAL CORPORATION

THE METROPOLITAN PARK
DISTRICT OF THE TOLEDO AREA

By: Wade Kapszukiewicz
Wade Kapszukiewicz, Mayor

By: [Signature]
Board President

By: [Signature]
Executive Director

APPROVED AS TO FORM:
By: [Signature]
Director of Law

APPROVED AS TO CONTENT:
By: [Signature]
Director of Public Utilities

By: [Signature]
Director of Public Service

By: [Signature]
Director of Economic Development

8/24/2020

EXHIBIT A

Glass City Metropark Phase 2 Master Plan



Downtown Toledo Riverfront/Parks Master Plan



EXHIBIT B

Vacation of E Marina Drive Right-of-Way



Result of Parcel Combines, Right-of-Way Vacations and Property Transfers

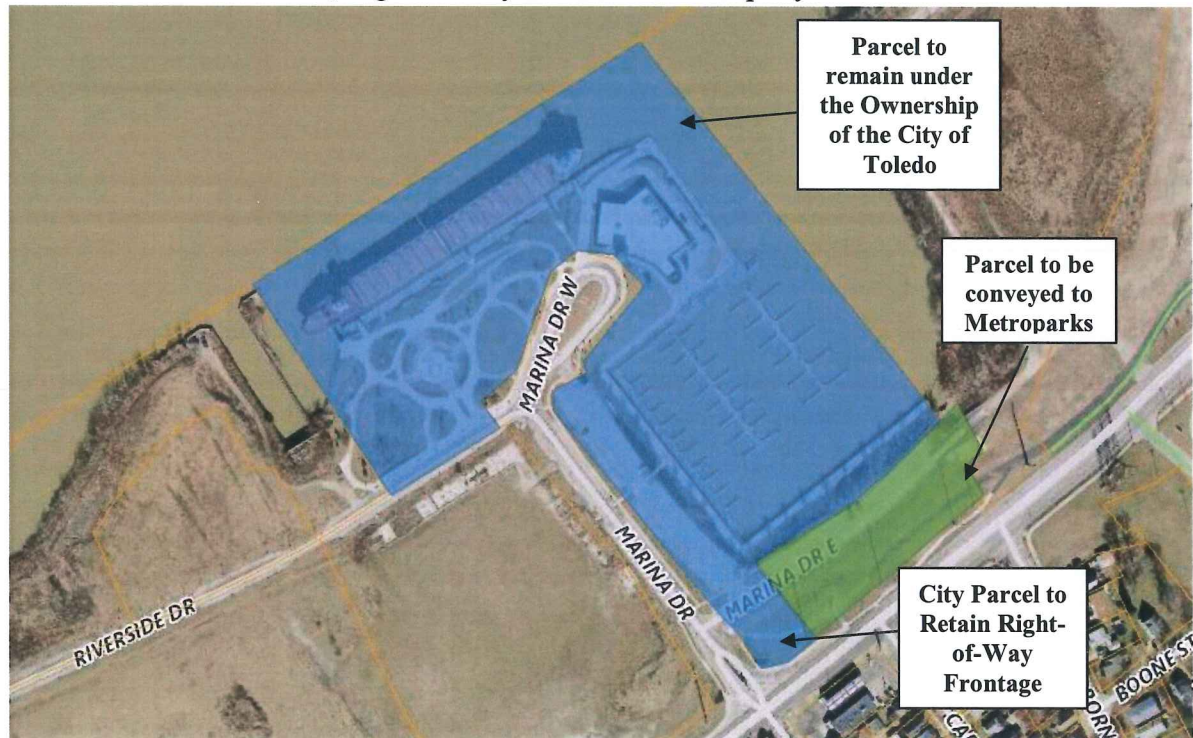


EXHIBIT C

Vacation of 30 Foot Strip of Right-of-Way between E Marina Drive & Front Street

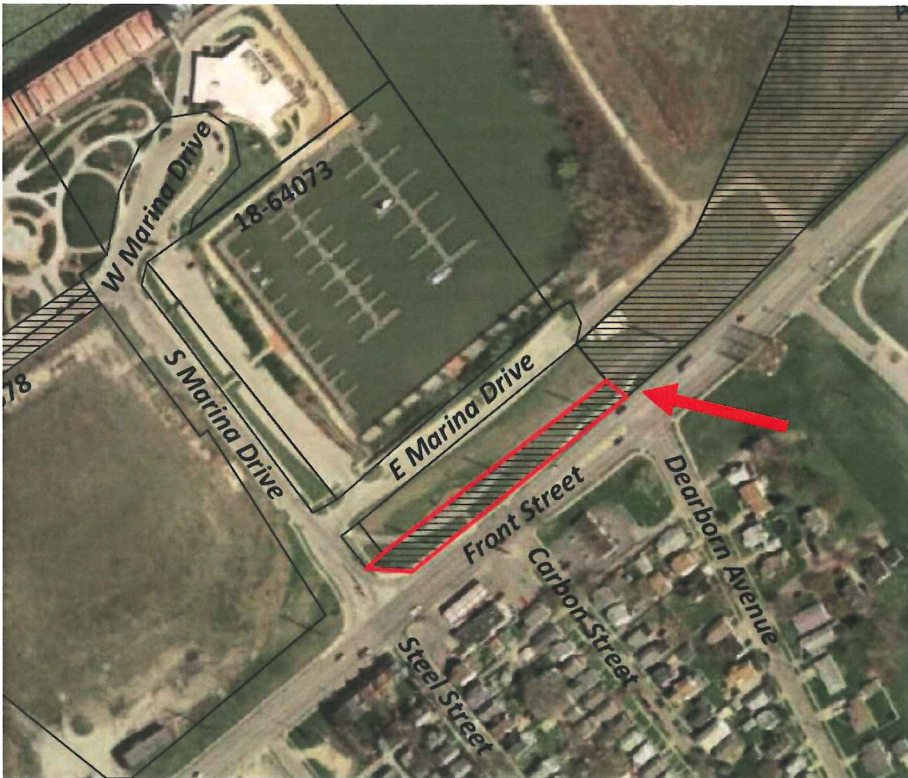


EXHIBIT D

Vacation of S & W Marina Drive Right-of-Way

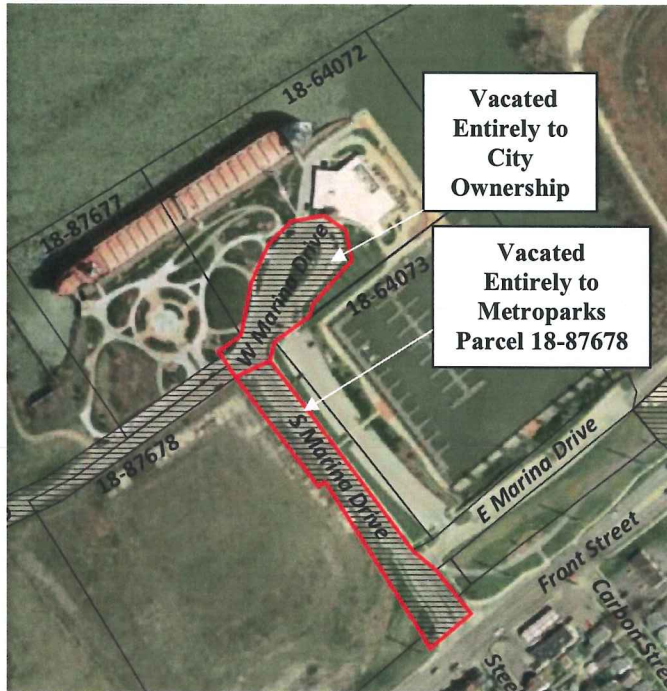


EXHIBIT E

Easement for proposed Glass City Riverwalk on City Property

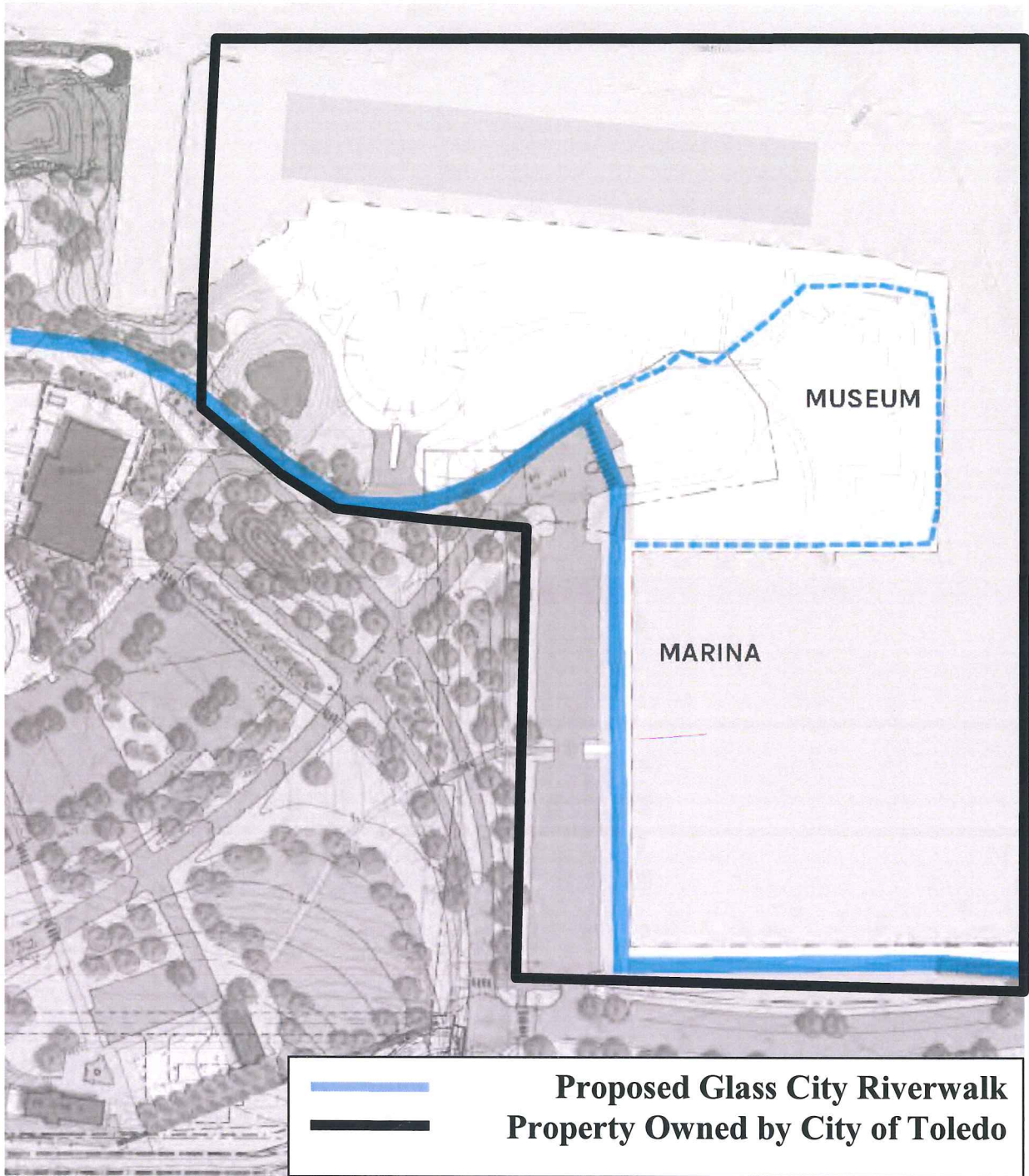


EXHIBIT G

Front Street Curb Cut



URBAN CAMPING

- 1 Campsite (11 total)
- 2 Eco-Huts (4 total)
- 3 Restroom / Amenity Building
- 4 Tower
- 5 Picnic pavilion
- 6 Overlook
- 7 RV Service area

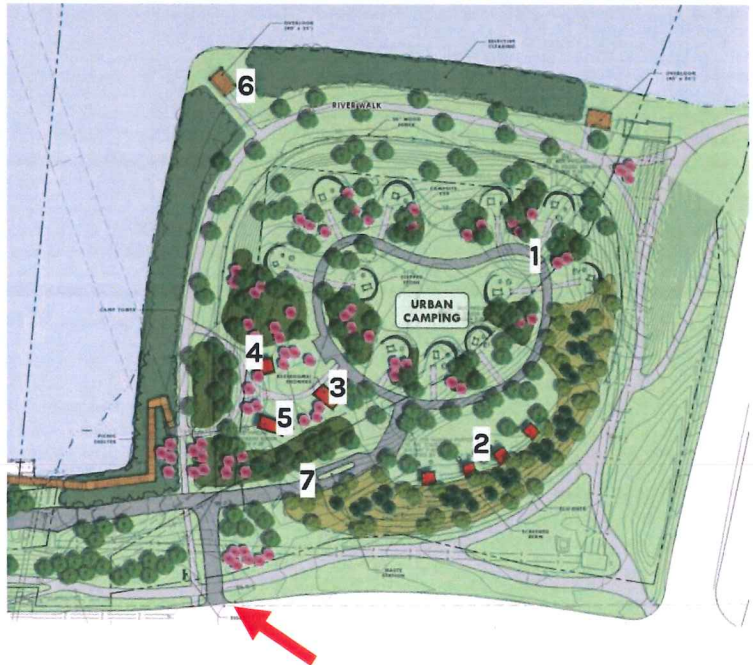


EXHIBIT H

Shared Parking Easements

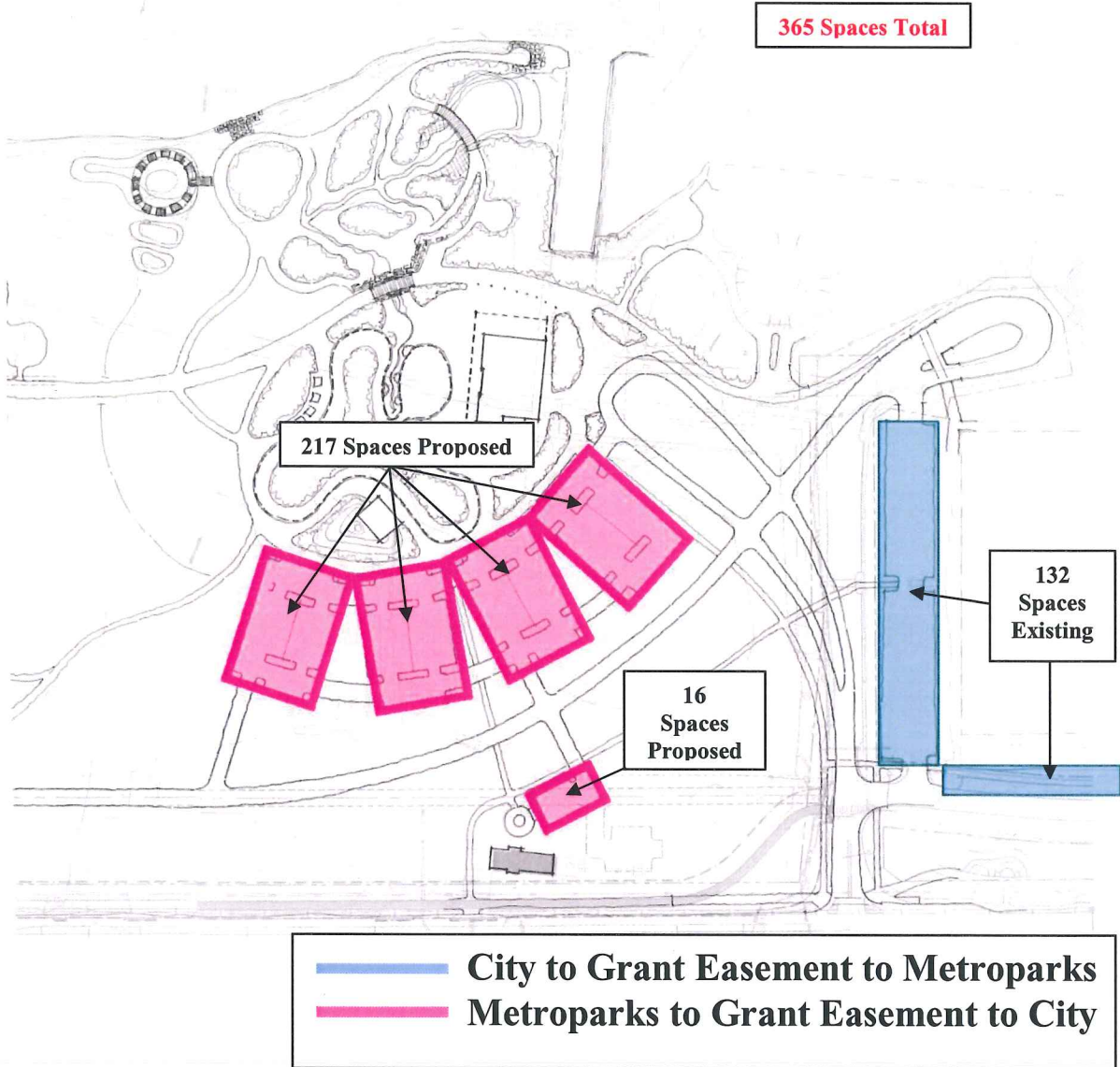


EXHIBIT I

Option to Purchase International Park

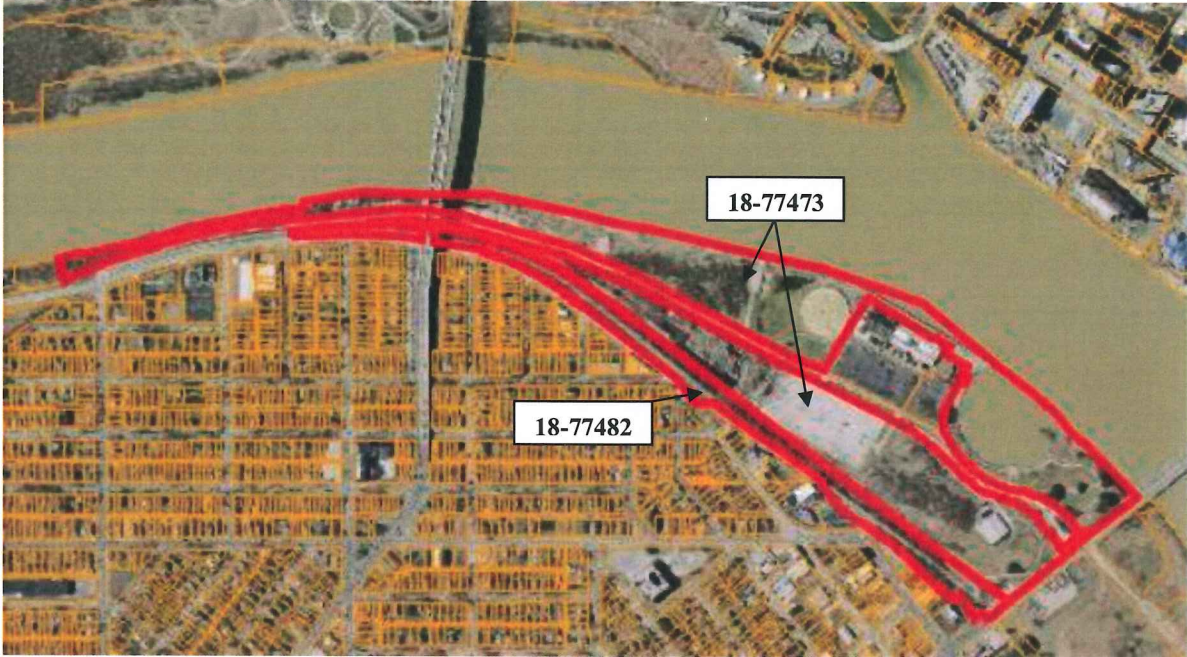


EXHIBIT J

Vacation of Right-of-Way between Boers-Boyer Way & Miami Street



ORD. 147-20

Authorizing the mayor to enter into a development agreement with the Metropolitan Park District of the Toledo Area for the Glass City Metropark Phase 2 Project; making certain findings with respect thereto; waiving the competitive bidding process of Toledo Municipal Code Chapter 187 with respect to the conveyance of real property; and declaring an emergency.

SUMMARY & BACKGROUND:

The city of Toledo is working with the Metropolitan Park District of the Toledo Area (Metroparks) on the development of the Glass City Metropark in the vicinity of Front Street, Main Street, Marina Drive and Riverside Drive and International Park. The Glass City Metropark development represents an important opportunity for significant investment in Toledo resulting in sustained central city public park enjoyment for the residents of Toledo and the northwest Ohio vicinity. To further facilitate the success of the Glass City Metropark, the City and Metroparks will need to cooperate and collaborate with respect to land, right of way, infrastructure and associated costs. Construction of Phase 1 of the Glass City Metropark is in process of completion. Phase 1 development involving property of the marina district and related right of way was authorized by ordinance 41-19. This Phase 2 development agreement will address vacation petitions, property transfers, and costs including the conveyance of portions of International Park not needed for municipal purposes, vacation of certain rights of way and waiver of associated fees and costs necessary to complete the Glass City Metroparks in accordance with the plans, specifications and costs estimates prepared by the Metroparks that have been made available for public review and comment. NOW, THEREFORE,

Be it ordained by the Council of the City of Toledo:

SECTION 1. That the mayor is authorized to enter into a development agreement with the Metropolitan Park District of the Toledo Area and execute and deliver other needed instruments for the purpose of the development of Phase 2 of the Glass City Metropark Project. Said agreement is in substantial final form as described in Exhibit "A" attached hereto and otherwise subject to such terms and conditions, in the opinions of the Mayor and the Director of Law, are in the best interest of the City of Toledo.

SECTION 2. That the mayor and other appropriate city officials are further authorized to enter into and to execute such other agreements, instruments, and documents, including such other actions as may be necessary and appropriate to the full implementation of and to further evidence the contents of the development agreement as specified in the above Section 1, with the terms thereof to contain such terms and conditions as in the opinions of the Mayor and the Director of Law are in the best interests of the City of Toledo.

SECTION 3. That it is found and determined that the real property and/or interests in the real property easements or right-of-way to be conveyed in accordance with the agreement's terms are real property interests which are not needed for a municipal purpose, and the disposition to the Metropolitan Park District of the Toledo Area is in the best interests of the city, and that disposition of said real property without competitive bidding is appropriate considering the benefits realized by the public through the Metropolitan Park District's ownership, operation, development, and maintenance of the real property comprising the Glass City Metropark Project, and that Council approves the conveyances provided for notwithstanding as an exception to the

notice, publication, and bidding provisions of Section 187.19 of the Toledo Municipal Code, and the same are waived.

SECTION 4. That it is found and determined that all actions of 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 or subcommittees that resulted in such formal action or meetings were open to the public and in compliance with law.

SECTION 5. That this Ordinance is declared to be an emergency measure and shall be in force and effect after its passage. The reason for the emergency lies in the fact that this ordinance is necessary for the immediate preservation of the public peace, health, safety, and property, and for further reason that this Ordinance must be immediately effective in order to facilitate the timely development of the Glass City Metropark Project for the benefit of the public and the City.

Vote on emergency clause: yeas 12, nays 0.

Passed: April 21, 2020, as an emergency measure: yeas 12, nays 0.

Attest:

Gerald E. Dendinger
Clerk of Council

Matt Cherry
President of Council

Approved:

April 22, 2020
Wade Kapszukiewicz
Mayor