

**Development Agreement**

**For**

**Glass City Riverwalk Project**

**Between**

**City of Toledo**

**And**

**The Metropolitan Park District of the Toledo Area**

This **DEVELOPMENT AGREEMENT FOR THE GLASS CITY RIVERWALK PROJECT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, (“**Effective Date**”) between the City of Toledo, an Ohio municipal corporation (“**City**”), and Metroparks Toledo, a Metropolitan Park District organized and operating pursuant to Chapter 1545 of the Ohio Revised Code (“**Metroparks**”)(the “**Agreement**”). As used herein, “**Parties**” refers to, collectively, City and Metroparks.

## **RECITALS**

**WHEREAS**, the Parties entered into a Development Agreement for Phase 1 of the Glass City Metropark Project on April 29, 2019 setting forth terms related to that project; and

**WHEREAS**, the Parties entered into a Development Agreement for Phase 2 of the Glass City Metropark Project on August 24, 2020 setting forth terms related to that project; and

**WHEREAS**, this Agreement is to set forth terms related to the Glass City Riverwalk Project, including activities in the vicinity of downtown Toledo, east Toledo, and the Middlegrounds and Vistula neighborhoods, and otherwise adjacent to the Maumee River. All terms of the Development Agreement for Phase 2 of the Glass City Metropark Project remain in full force and effect unless otherwise mutually agreed to in writing by both Parties; and

**WHEREAS**, the parties have jointly planned the development of the Glass City Riverwalk Project (“**Riverwalk Project**”) in the vicinity of downtown Toledo, adjacent to the Maumee River in the City of Toledo, Lucas County, Ohio; and

**WHEREAS**, the Riverwalk Project represents an important opportunity for the City, involving significant investment into downtown, east Toledo, and the Middlegrounds and Vistula neighborhoods; and

**WHEREAS**, the Riverwalk Project will aid the continued development and growth of downtown Toledo, east Toledo, and the Middlegrounds and Vistula neighborhoods, and the general welfare in and around Toledo; and

**WHEREAS**, in order for the Riverwalk Project 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 Riverwalk Project; and

**WHEREAS**, the Mayor of the City is authorized to execute this Agreement pursuant to Ordinance No. \_\_\_\_-24 passed by Toledo City Council on \_\_\_\_\_, 2024, and the Board of Trustees of the Metroparks is authorized to execute this Agreement by Resolution No. \_\_\_\_-24 passed on \_\_\_\_\_, 2024.

**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. **Activation of the Riverwalk.** The City will grant Metroparks the right to use the portions of the City owned property adjacent to the Riverwalk multiuse path identified on attached Exhibit A to (a) construct, maintain, operate, and make available for public use improvements consistent with the purpose of the Riverwalk Project, including without limitation, shelters, event lawns, playgrounds, and river access, and (b) host community events, which rights will be granted by separate written instrument(s) acceptable to and executed by the City and Metroparks.

1.2. **Martin Luther King Bridge.**

1.2.1. **Multiuse Path.** City and Metroparks shall cooperate and mutually agree on the plans and specifications for the construction of a multiuse path over and across the Martin Luther King Bridge to connect the Glass City Metropark (“GCM”) with downtown Toledo (“**MLK Multiuse Path**”). The City shall be responsible for the construction and maintenance of the MLK Multiuse Path. Upon completion of the MLK Multiuse Path, Metroparks will reimburse City One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) for its share of the construction of the MLK Multiuse Path. Any additional spend on the project is the City’s responsibility. The City and Metroparks will enter into a separate project agreement for this portion of Riverwalk project.

1.2.2. **Under Bridge.** Metroparks holds an easement recorded as Instrument [REDACTED] for access to the area under the Martin Luther King Bridge as shown on the attached Exhibit B to connect the GCM with International Park. City shall also cooperate and work with Metroparks to obtain all necessary governmental approvals, including, without limitation, all flood plain approvals, for the construction of the Riverwalk Project utilizing the easement area.

1.2.3 **Aesthetics of Bridge.** Subject to and conditioned upon City funding appropriation, City will make aesthetic improvements to MLK Bridge including resurfacing or other surface improvements to address spalling concrete; painting; lighting; updated electrical.

1.3. **Vistula.**

1.3.1. **Easements.** The City shall work with Norfolk Southern Railroad to grant Metroparks a mutually agreeable easement over and across those portions of the Vistula neighborhood as shown on the attached Exhibit C for the Riverwalk Project. Metroparks shall, obtain advance written approval from City and Norfolk Southern, for all Metroparks modifications to the property. The City will work with Norfolk Southern to grant Metroparks a permanent non-exclusive access easement for construction, demolition, operation, programming, activation, and ongoing maintenance associated with the Riverwalk Project. Metroparks, at its expense, will provide legal descriptions and surveys necessary for establishing such easements.

1.3.2. **Water Street Building.** City and Metroparks will enter into a mutually agreeable Real Estate Purchase Agreement whereby City will convey title to the Water Street Building located at 1030 Water Street (15-42891) to Metroparks in consideration of One Dollar (\$1.00).

1.3.3. **Craig Street Bridge.** City and Metroparks jointly acknowledge the significance of enhancing connectivity across the Maumee River. Both The Parties agree to work with the Ohio Department of Transportation to develop a plan for the implementation of bike and pedestrian enhancements on the Craig Street Bridge, facilitating a seamless connection between the GCM and the Vistula neighborhood.

1.3.4. **Bike Trail Access from Vistula.** Subject to review and approval by the City's Director of Transportation, Metroparks will, at its own expense, tie into the existing multi-use path on eastern portion of Summit Street, between Olive Street and the Craig Street Bridge, as part of the Riverwalk Project.

1.3.5. **Use of Water Street by Metroparks for Community Activities.** The City acknowledges Metroparks' intention to intermittently utilize the section of Water Street between Lagrange and Olive Streets exclusively for pedestrian community events and activities. The closure of Water Street for such purposes is subject to the continuing review and approval by the City Director of Transportation. Metroparks is required to submit a Special Event Permit application for each scheduled closure of Water Street at least 30 days before the event. Metroparks, at its discretion, may submit a Special Event Permit application to the City Director of Transportation at the beginning of the year for events planned on Water Street throughout the year. Upon City's approval of the Special Event Permit, Metroparks, at its own expense, shall solely be responsible for installing physical barriers and signage required by the City for the closer of Water Street.

1.3.6. **Water Street Projects.** Metroparks will spearhead certain projects on and near the portion of Water Street between the MLK Bridge and Olive Street. Metroparks will lead the design of these projects and will be responsible for the design costs that are in addition to the design costs associated with the City's project. Such projects will include improvements to the street and other improvements related or adjacent to the street. City has secured a grant through Toledo Metropolitan Area Council of Governments (TMACOG) that the City will contribute to these projects, exclusive of design costs, Metroparks will provide funding for any projects, exclusive of design costs, in excess of the amount of the TMACOG grant. The City and Metroparks will enter into a project agreement for these projects.

1.3.7. **Plan for Pedestrian Improvements to Summit Street.** City and Metroparks recognize the importance of providing safe access to the Riverwalk Project from adjacent neighborhoods. As such, the City, subject to and conditioned upon appropriations, agrees to develop a plan for Summit Street from the MLK Bridge to the Craig Street Bridge that

prioritizes the calming of vehicular traffic and improving the pedestrian experience through the implementation of safety and beautification projects.

- 1.4. **Middlegrounds Easements.** City, subject to and conditioned upon the advance written consent of the Owens Corning Fiberglass Corporation, shall grant Metroparks mutually agreeable easements over and across those portions of the Middlegrounds neighborhood as shown on the attached Exhibit D for the Riverwalk Project. Metroparks shall receive advance written approval from City for all modifications to the property. The City will grant Metroparks a permanent non-exclusive access easement for construction, demolition, operation, and ongoing maintenance associated with the Riverwalk Project. Metroparks, at its expense, will provide legal descriptions and surveys necessary for such easements.
- 1.5. **Front and Main Street Infrastructure Improvements.** As identified in the Phase 2 Development Agreement between the Parties, the City and Metroparks recognize the importance of providing safe access to the Riverwalk Project from adjacent neighborhoods and have developed a pedestrian improvement plan for Front and Main Streets. The Parties agree to continue to prioritize this infrastructure project and work together to pursue federal and state grant programs to fund the project.
- 1.6. **Transfer of Jefferson Comfort Station.** City and Metroparks will enter into a mutually agreeable purchase agreement whereby City will transfer title to the Jefferson Comfort Station located at 120 Water Street to Metroparks for One Dollar (\$1.00). Both entities acknowledge the pivotal role of the Jefferson Comfort Station in furnishing essential restroom facilities for Promenade Park, a necessity for compliance with health code regulations governing the operation of the splash pad in Promenade Park. The property transfer will be contingent upon the condition that, Metroparks, at its own expense, will perpetually ensure the provision of adequate public restroom facilities for Promenade Park and the splash pad. This requirement will be formally documented and recorded on the property.
- 1.7. **Skatepark.** City agrees to support Metroparks in the development of a skatepark to be located in the Vistula neighborhood at the foot of Craig Street Bridge.
- 1.8. **International Park Cruise Ship Station.** City agrees to work with the Toledo-Lucas County Port Authority and other parties to develop a station and dock to accommodate cruise ships and large vessels along the seawall in International Park. The station will include restrooms and infrastructure for buses. Metroparks will manage the docking of the vessels.
- 1.9. **Security and Patrol.** The City and Metroparks acknowledge the vital role of ensuring a secure environment in downtown Metroparks and surrounding areas through ongoing communication and delineation of roles and responsibilities between the Toledo Police Department and Metroparks Rangers. Both parties agree to enter into a mutually agreeable Intergovernmental Agreement, clearly outlining their respective responsibilities for the security and patrol of downtown Metroparks and its adjacent areas.

1.10. **Events and Permitting.** City agrees to notify Metroparks of all applications the City receives from theme parks for special event permits that are immediately adjacent to the Glass City Metropark, Middlegrounds Metropark, International Park, and Glass City Riverwalk. The Parties agree to coordinate on each special event in order to adequately plan for security, safety, fire, sanitation, trash disposal, post-event cleanup.

1.11. **City Services**

1.11.1. **Mulch:** City, contingent upon the availability of City produced mulch, agrees to no charge supplying landscape and playground mulch to Glass City Metropark, Middlegrounds Metropark, International Park, and Glass City Riverwalk. Annually, by March 1st, the Metroparks shall formally submit a written request to the City's Director of Public Service, specifying the desired mulch color, cubic yardage, preferred delivery date, and delivery location(s). The City is obligated to ensure the delivery of mulch to each designated location, while the Metroparks is responsible for the distribution of the mulch from the City's bulk delivery point.

1.11.2. **Leaf Collection:** City, subject to funding appropriation, agrees to conduct two annual bulk leaf pick-ups, provided free of charge, for Glass City Metropark, Middlegrounds Metropark, International Park, and Glass City Riverwalk. Metroparks is required to formally submit a written request to the Director of Public Service, delineating the intended locations for bulk leaf piles at each park. The Director of Public Service will collaborate with Metroparks to establish the pick-up date for each proposed location. Recognizing the significance of prioritizing leaf pick-up services for City residents and the sporadic schedule of these events throughout the autumn season, Metroparks acknowledges the need for flexibility in scheduling.

1.11.3. **Bulk Salt:** City agrees, subject to and conditioned upon future annual appropriations to provide Metroparks with bulk road salt, free of charge, for application at the Glass City Metropark, Middlegrounds Metropark, International Park, and Glass City Riverwalk. Metroparks is required to submit a formal written request to the City's Director of Transportation by **XXXXXX, XX** each year, specifying the cubic yardage required for all downtown metroparks for the year. Metroparks is responsible for the pick-up, delivery and distribution of the salt from the City's bulk salt pile at the Arms Dock located at 1800 N Summit Street, Toledo, OH 43611.

1.11.4. **Yard Waste:** The City grants Metroparks permission to dispose of clean "yard waste" including limbs, sticks, and brush from downtown metroparks at the Elmdale Wood Lot located at 221 Elmdale Avenue Toledo, OH 43607. Metroparks understands that tree trunks will not be accepted. Metroparks commits to submitting formal written notification to the Director of Public Service at least five days before the anticipated delivery.

1.11.5. **Street Sweeping:** City agrees, subject to funding appropriation, to provide street sweeping services before and/or after holidays or other special events through the Glass City Metropark and International Park parking lots and drives. Metroparks commits to submitting formal written request to the Director of Public Service at least 30 days before the event specifying the areas to be serviced and the requested timing of those services.

## **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 shall be effective as of the Effective Date and shall continue for a period of 15 years.
- 3.2. **Termination for Default.** Either party may terminate this 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.

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

**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 Agreement are included for convenience of reference only, are not a part of this Agreement, and will not be used in interpreting or construing this Agreement.
- 4.3. **Time.** In computing any period of time prescribed by this 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.
- 4.4. **Counterparts.** Several copies of this 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 Agreement, all executed copies of this 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 Agreement has been prepared jointly by each Party and their respective professional advisors. Each Party and their respective advisors believe that this Agreement is the product of all of their efforts, it expresses their understanding and agreement, and, therefore, this 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.** Neither Party shall 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. **Entire Agreement.** This Agreement, including any subsequent amendments, contains all representations and the entire understanding of the agreement between the parties with respect to the Riverwalk Project only. No changes to this Agreement shall be valid unless made by a written amendment executed and approved by the parties. Time is of the essence of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this 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 Agreement and have been duly authorized to execute this Agreement.
- 4.13 **Mutual Understanding of Additional, Related Projects.** The Parties agree that the Riverwalk Project will include projects and agreements that are not contemplated at the time of this Agreement. The Parties agree to the extent any such projects require the transfer of property or other action by either Party, the Parties will take efficient and prompt action consistent with the terms and spirit of this Agreement. Any such projects and agreements are to be considered part of this 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, Mayor

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Executive Director

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

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

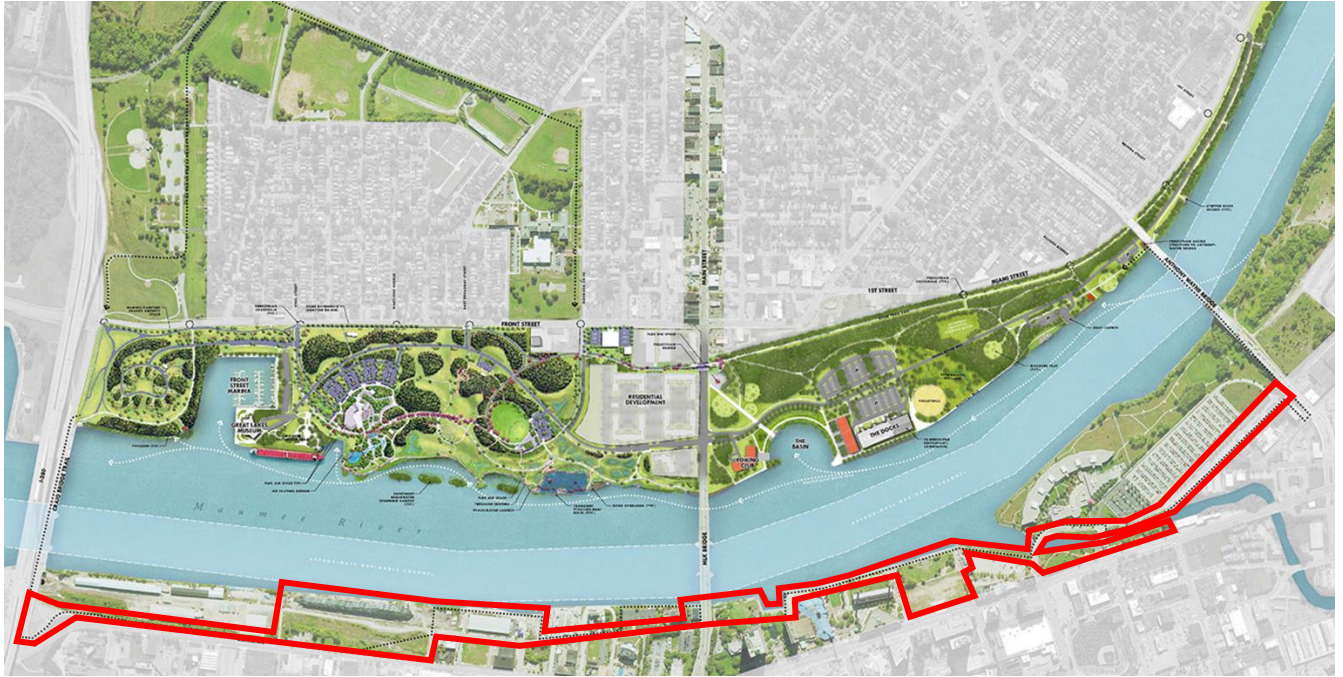
By: \_\_\_\_\_  
Director of Public Utilities

By: \_\_\_\_\_  
Director of Public Service

By: \_\_\_\_\_  
Director of Economic Development

By: \_\_\_\_\_  
Director of Transportation

**Exhibit A**  
**Right to Use Portions of City Owned Property**



**Exhibit B**  
**Easement Under Martin Luther King Bridge**



**Exhibit C**  
**Easement for Vistula Portion of Glass City Riverwalk**





**Exhibit D**  
**Easement for Middlegrounds Portion of Glass City Riverwalk**

