

CITY OF *Beachwood*

**Beachwood Special City Council Meeting
Monday, March 30, 2026, 5:30 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Agenda

-Pledge of Allegiance to the Flag of the United States of America-

1. Roll Call
2. Citizen's Remarks (**City Council limits Citizen's Remarks to three (3) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2**)
3. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors

New Business (Regular Agenda)

Resolutions

1. **2026-38**

A Resolution of Support for the Mayor to enter into a Memorandum of Understanding with the Cuyahoga County Public Library and the Beachwood City School District regarding the Development of a new Beachwood Branch Library and other Public Amenities; and declaring this to be an urgent measure

Executive Session

Any other matters coming before City Council

Adjournment


Next Regular Council Meeting will be held on: Monday, April 6, 2026 at 7:00 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

**Council Members: Danielle Shoykhet - President
Jillian DeLong – Vice President,
Alec Isaacson, Alex Jacobs, Peter L. Smith
Ali B. Stern, June E. Taylor
Clerk of Council: Whitney M. Crook, MMC, OCPM**

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Members of Council

FROM: Justin Berns, Mayor 

DATE: March 24, 2026

SUBJECT: Library MOU Agreement – March 30 Agenda Request

Over the past several months, the City has been working collaboratively with representatives from the Beachwood School District and the Cuyahoga County Public Library to explore the development of a modern replacement facility for the Beachwood Branch of the library on a school site adjacent to our property.

This effort has evolved into a unique opportunity to create a shared civic and educational campus that enhances community access, expands programming, and supports long-term infrastructure improvements.

The attached MOU is non-binding and reflects the collective commitment of all three entities to continue working together in good faith. It outlines key principles related to site use, infrastructure coordination, and partnership structure, while allowing flexibility as planning progresses. Importantly, no financial commitments beyond existing approval thresholds are included.

We believe this initiative represents a rare opportunity to deliver meaningful, lasting benefits to our community, including improved access, enhanced recreational opportunities and fields, and coordinated roadway and safety improvements. Most importantly it creates a space that brings people together.

It represents a strong example of collaboration, shared investment and community forward development. We respectfully request this MOU be placed on Council's March 30th agenda for Council's consideration. At that time, we welcome the opportunity to present an overview and answer any questions.

Thank you for your time and thoughtful consideration.

Cc: Todd Hunt, Law Director
Tina Turick, City Administrator
Whitney Crook, Clerk of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY PUBLIC LIBRARY AND THE BEACHWOOD CITY SCHOOL DISTRICT REGARDING THE DEVELOPMENT OF A NEW BEACHWOOD BRANCH LIBRARY; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood (“City”), the Cuyahoga County Public Library (“Library”), and the Beachwood City School District (“School District”) desire to collaborate on the development of a new Beachwood branch library (the “New Library Project”) to be located on a portion of School District-owned property on or near Fairmount Boulevard; and

WHEREAS, the Library currently operates a branch within the City on property leased from the School District, and desires to construct and operate a new, modern library facility to better serve the community; and

WHEREAS, the School District has determined that it has sufficient real property available to lease a portion of its Fairmount School property to the Library for the development of the New Library Project under a long-term lease arrangement; and

WHEREAS, the City has determined that the New Library Project will provide significant public benefit to the residents of the City and the School District, including enhanced educational, cultural, and community resources; and

WHEREAS, the Memorandum of Understanding (“MOU”) sets forth the general terms and mutual understandings of the parties regarding site configuration, project support, future agreements, and collaboration necessary to advance the New Library Project; and

WHEREAS, the MOU further contemplates, among other things, City support for traffic improvements, permitting and approvals, and collaboration on open space enhancements associated with the project; and

WHEREAS, the MOU is non-binding in nature but reflects the good faith intent of the parties to negotiate and enter into subsequent definitive agreements, including a development agreement and lease agreement; and

WHEREAS, Council finds it in the best interest of the City to authorize the Mayor to execute said MOU to facilitate continued planning and development of the New Library Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Mayor is hereby authorized to enter into a Memorandum of Understanding with the Cuyahoga County Public Library and the Beachwood City School District. A copy of the MOU is attached hereto and incorporated herein as Exhibit “A”.

Section 2: The Mayor and the appropriate City officials are further authorized to take all actions necessary and appropriate to carry out the intent of this Resolution and the Memorandum of Understanding, including participation in planning, coordination, and preliminary project activities.

Section 3: This Council acknowledges that the Memorandum of Understanding is non-binding and that any future financial commitments, development agreements, or lease agreements shall be subject to further approval by Council.

Section 4: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 5: This Resolution is declared to be an urgent measure necessary for the preservation of the public peace, health, safety, or the efficient operation of the City; and for the further reason that it is necessary to proceed promptly with planning and coordination efforts for the New Library Project; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 30th day of March, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 31st day of March, 2026.

Clerk

Approval: I have approved this legislation this 31st day of March, 2026, and filed it with the Clerk.

Mayor

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is entered into as of this ____ day of _____ 2026 by, between and among **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio, with its headquarters located at 2111 Snow Road, Parma, Ohio 44134 (the “**LIBRARY**”), **THE BOARD OF EDUCATION OF THE BEACHWOOD CITY SCHOOL DISTRICT**, an Ohio school district, whose address is 24601 Fairmount Boulevard, Beachwood, Ohio 44122 (the “**BEACHWOOD CSD**”), and **CITY OF BEACHWOOD, OHIO**, an Ohio municipal corporation, whose address is 25325 Fairmount Boulevard, Beachwood, Ohio 44122 (the “**CITY**”) regarding the long term lease of real estate owned by BEACHWOOD CSD to LIBRARY for development by LIBRARY of a new public library branch to be located in the City of Beachwood as contemplated in this MOU (the “**NEW LIBRARY PROJECT**”) and the support of CITY in certain aspects of the NEW LIBRARY PROJECT.

RECITALS

A. LIBRARY is a county library district which, *inter alia*, operates free public library branches within Cuyahoga County, Ohio for the benefit of the public. LIBRARY currently operates a branch library in the CITY located at 25501 Shaker Boulevard, Beachwood, Ohio on land currently leased from BEACHWOOD CSD

B. BEACHWOOD CSD is a city school district under Chapter 1311 of the Ohio Revised Code.

C. CITY is an Ohio municipal corporation.

D. BEACHWOOD CSD previously provided a November 14, 2025 proposal for setting forth its parameters for providing land for development by LIBRARY of a new branch library on certain real property of BEACHWOOD CSD (a copy of such proposal is attached hereto as **Exhibit A**).

E. LIBRARY desires to develop the NEW LIBRARY PROJECT within a five (5) acre portion of real property generally fronting on Fairmount Boulevard (the boundaries of this real property are generally shown on **Exhibit B** attached hereto) to be leased from BEACHWOOD CSD. In connection therewith LIBRARY will surrender to BEACHWOOD CSD its current library branch on land leased from BEACHWOOD CSD at 25501 Shaker Boulevard, Beachwood, Ohio (the “**CURRENT BRANCH**”) after completion of construction of, fixturing of, and relocation and recommencement of LIBRARY’s CURRENT BRANCH operations to and at, the new branch library completed as part of the NEW LIBRARY PROJECT (the “**NEW BEACHWOOD LIBRARY**”).

F. BEACHWOOD CSD and CITY have determined that the development of the NEW BEACHWOOD LIBRARY will bring significant benefit and resources to the CITY and to the areas served by the BEACHWOOD CSD and to the students and constituents within the BEACHWOOD CSD.

G. BEACHWOOD CSD has further determined that it has sufficient real property available for use by the LIBRARY for development of the NEW BEACHWOOD LIBRARY and associated parking at or adjacent to the existing site of the Beachwood Board of Education and Fairmount Elementary School currently located at or near 24601 Fairmount Boulevard, Beachwood, Ohio 44122 (the "FAIRMOUNT SCHOOL PROPERTY") and would be willing to provide a portion of the FAIRMOUNT SCHOOL PROPERTY to LIBRARY for such purposes pursuant to a forty plus (40 plus) year lease to LIBRARY at a lease rate of One Dollar (\$1.00) per year.

H. CITY desires to support the development of the NEW BEACHWOOD LIBRARY and to support certain ancillary improvement of other open space property on or adjacent generally to the FAIRMOUNT SCHOOL PROPERTY which would be a benefit to the community and residents of Beachwood.

NOW, THEREFORE, the LIBRARY, BEACHWOOD CSD and CITY enter into this MOU to set forth their mutual understanding for the provision of real property for development of the NEW LIBRARY PROJECT and support by the CITY for the NEW BEACHWOOD PROJECT and ancillary improvements and amenities on the FAIRMOUNT SCHOOL PROPERTY near the proposed site of the NEW BEACHWOOD LIBRARY:

1. Site Configuration and Due Diligence. The parties acknowledge that the FAIRMOUNT SCHOOL PROPERTY is such that there are alternative configurations of land potentially suitable for development of the NEW LIBRARY PROJECT. The parties will cooperate in the process of determining the most suitable configuration as follows:

- (a) The site will be configured for the NEW LIBRARY PROJECT to include a buildable site for construction of the NEW BEACHWOOD LIBRARY on the assumption that the same will consist of: (i) a building with approximately _____ sq. ft. of interior space on ____ floor(s) with a building exterior footprint of approximately _____; (ii) parking space availability per LIBRARY requirements which may involve newly constructed and/or reconfigured existing shared and/or dedicated parking, it being understood that in the case of BEACHWOOD CSD requirements for parking, any shared parking (with consideration of then existing or new dedicated BEACHWOOD CSD parking) must take into account BEACHWOOD CSD required parking of approximately 25 spaces for staff and approximately 50 spaces which would be needed periodically for biweekly BEACHWOOD CSD Board of Education meetings; (iii) traffic flow and control with ready access/circulating drive lanes and roadways (shared or dedicated to the LIBRARY use) between the NEW BEACHWOOD LIBRARY, its parking areas, and Fairmount Boulevard; (iv) suitable greenspace and open area adjacent to the building exterior footprint for dedicated or shared use by users/visitors of the NEW BEACHWOOD LIBRARY; (v) ready access to utilities at or near the boundary of the site of the NEW LIBRARY BRANCH; (vi) absence of site conditions adverse to development such as adverse environmental conditions, soil instability or other geotechnical impediments; (vii) appropriate public visibility; (viii) convenience to the projected user base; (ix) the efficient use of the BEACHWOOD CSD facility; and (x) the input an approval of the CITY.

- (b) Regardless of whether the final desired configurations will involve areas requiring the demolition of the existing Fairmount Early Childhood Center portion of buildings (the “Childhood Center”), LIBRARY will be responsible, at its sole cost, for (i) capping any terminated/unneeded existing utility lines, (ii) abatement of interior building conditions requiring abatement (such as asbestos containing materials) and demolition costs for the Childhood Center, (iii) closing in/sealing the current BEACHWOOD CSD building connected to the Childhood Center; (iv) grading and seeding the demolition are; and (v) coordinating the foregoing activities in this subsection (b) with BEACHWOOD CSD.
- (c) BEACHWOOD CSD is not responsible for the costs associated with the design and construction of entrances, drives and parking areas and any temporary entrances, drives and parking areas during the course of construction, as well as any demolition costs of existing entrances, drives and parking areas.
- (d) In connection with the foregoing items in (a), (b) and (c) and LIBRARY’s other planning and feasibility activities, LIBRARY shall be provided access to all buildings and property areas at the proposed NEW LIBRARY PROJECT site and surrounding property which may be involved in connection therewith (e.g. parking areas, the Childhood Center, the BEACHWOOD CSD building impacted, and areas involved in traffic circulation, traffic control devices, crosswalks, parking or shared parking, utility connection and/or utility line pathways and/or proposed utility connection or pathway areas. LIBRARY may conduct such due diligence studies, feasibility studies, traffic studies and other due diligence activities in and about all such buildings, property areas, and surrounding areas as LIBRARY may reasonably deem necessary or appropriate. On site due diligence activities shall be coordinated among the CITY, BEACHWOOD CSD and LIBRARY to provide LIBRARY ready access without unexpected and unnecessary substantial interference with ongoing use and operation of adjacent BEACHWOOD CSD or CITY operations.
- (e) Final site configuration, all due diligence study results and all feasibility study and project cost considerations, are subject to LIBRARY’s approval and satisfaction. LIBRARY shall have the right to abandon the project in the event it is dissatisfied with any of the results of its due diligence or related studies or project cost considerations.
- (f) Final site configuration shall also be subject to the approval of BEACHWOOD CSD and the CITY.

2. CITY Project Support. In connection with the development of the NEW LIBRARY PROJECT and the reconfigured BEACHWOOD CSD site, the CITY will provide the following support to the LIBRARY and BEACHWOOD CSD with the obligations of the CITY to be memorialized in a mutually acceptable project support agreement or development agreement between CITY, LIBRARY and BEACHWOOD CSD (the “CITY DEVELOPMENT AGREEMENT”):

- (a) With a proper appropriation from the CITY Council, CITY will share on a 50/50 basis the cost of traffic studies, traffic signal equipment and installations and general traffic control/crosswalk demarcation at the entrance area from Fairmount Boulevard to on-site drives/access roads to the NEW BEACHWOOD LIBRARY entrance and parking.
- (b) The CITY administration shall cooperate with and to the extent authorized by the CITY Charter and ordinances, support LIBRARY's (i) signage plans and needed permits for signage at the access entrance at Fairmount Boulevard and from such entrance to the NEW LIBRARY BRANCH, (ii) LIBRARY'S site plan approvals, zoning/conditional use approvals, building and construction permit approvals/issuance, and other needed governmental permits and approvals, and (iii) support BEACHWOOD CSD's signage plans and needed permits for signage at the access entrance to the BEACHWOOD CSD facility on the reconfigured site.
- (c) CITY shall on an ongoing basis collaborate with the BEACHWOOD CSD to provide input and support BEACHWOOD CSD efforts to improve the open spaces and available areas on the remaining BEACHWOOD CSD property generally to the rear of the current BEACHWOOD CSD. Such improvements contemplate include additional amenities such as sports fields, sport related courts, safety town type amenities and other similar or consistent amenities.

3. Lease Agreement for NEW LIBRARY PROJECT site. At such time as the LIBRARY has determined the desired project site boundaries for the NEW LIBRARY BRANCH (including areas for onsite parking and access drives to ingress and egress roadways) subject to the approval of BEACHWOOD CSD and CITY, BEACHWOOD CSD and LIBRARY shall enter into a Lease Agreement (the "BEACHWOOD LIBRARY SITE LEASE AGREEMENT") having terms and attributes including: (i) final lease premises to be configured consistent with the terms of this MOU and premises to include survey quality legal descriptions including description of shared parking and access roadways provided by a reputable survey/engineering firm selected by LIBRARY and reasonably approved by BEACHWOOD CSD, with the costs shared equally by BEACHWOOD CSD and LIBRARY; (ii) reasonable pre-term commencement construction period then an additional forty (40) year lease term; (iii) base rent of one dollar (\$1.00) per year; (iv) LIBRARY responsible for construction/demolition related costs noted in Section 1(b) of this MOU; (v) LIBRARY responsible for an allocation of the costs described in Section 1(c) of this MOU; (vi) LIBRARY responsible for parking reconfiguration and/or initial installations for LIBRARY and BEACHWOOD CSD parking with LIBRARY and BEACHWOOD CSD to share general lot maintenance, repair and subsequent replacement together with snow removal costs for shared parking after initial installation/reconfiguration by means of a mutually agreeable proportional determination to be negotiated by LIBRARY and BEACHWOOD CSD based generally on projected and/or actual need and usage; (vii) other mutually agreeable terms of lease consistent with a long term lease of this nature; (viii) lease to be in recordable form and in form acceptable to First American Title Insurance Company in order to provide a leasehold policy of title insurance to LIBRARY in form and insured amount acceptable to LIBRARY and without encumbrances unacceptable to LIBRARY; (ix) form of lease to be suitable in form and content for issuance to LIBRARY of a leasehold policy of title insurance to be obtained by LIBRARY in the amount of the project costs

or other amount determined by LIBRARY showing LIBRARY's leasehold interest to be free and clear of any unacceptable liens and encumbrances as determined by LIBRARY in good faith.

4. Disposition of CURRENT BRANCH. After completion of the NEW LIBRARY PROJECT and the NEW BEACHWOOD LIBRARY is placed in service with operations transferred from the CURRENT BRANCH the existing lease between the LIBRARY and BEACHWOOD CSD for the CURRENT BRANCH shall be terminated by written termination of lease instrument in recordable form (the "LEASE TERMINATION"). Notwithstanding the foregoing, for a period of seventy-five (75) days after commencement of operations at the NEW BEACHWOOD LIBRARY, LIBRARY may retain possession of the CURRENT BRANCH under the current lease for the purposes of removing such of LIBRARY's personal property and trade fixtures from the CURRENT BRANCH as LIBRARY shall determine. Concurrent with the effective date of the LEASE TERMINATION, LIBRARY shall surrender possession of the CURRENT BRANCH to BEACHWOOD CSD in broom clean condition with all mechanical and lighting operational. LIBRARY shall be responsible for repairing any damage caused in connection with their removal of personal property, furniture, equipment and trade fixtures.

5. Subsequent Discussions; Meetings. Subsequent to the execution of this MOU, and in preparation for drafting of the agreements and lease contemplated by this MOU, the parties shall schedule such other follow up meetings between LIBRARY, BEACHWOOD CSD and CITY and/or meetings with other third parties necessary to (i) clarify issues to be resolved, (ii) obtain required information, (iii) determine or refine terms and conditions of various agreements contemplated herein, and/or (iv) to obtain third-party input needed prior to final site configuration.

6. Other Terms.

- (a) LIBRARY shall have the right to terminate the transaction here contemplated at any time prior to execution of BEACHWOOD LIBRARY SITE LEASE AGREEMENT for any of the following reasons: (i) dissatisfaction with the results of its due diligence reviews whether related to title, site conditions, survey, zoning, environmental conditions, or other matters; (ii) failure to obtain or dissatisfaction with progress in obtaining, any and all permits and approvals deemed necessary by LIBRARY including, but not limited to, zoning or site plan approvals, required rezoning, subdivision approvals, wetland permits, building permits or any other permits or approvals; (iii) material public opposition or interference; (iv) failure to come to terms on the contemplated BEACHWOOD LIBRARY SITE LEASE AGREEMENT; (v) a determination by LIBRARY that the project or development of the NEW BEACHWOOD LIBRARY is no longer feasible for any reason, including but not limited to, financial insecurity, lack of sufficient available funding or disruptions in or threats to project or general funding, or failure to conclude mutually satisfactory shared parking agreements with/among BEACHWOOD CSD, CITY and LIBRARY to assure adequate parking for the parties and their employees/visitors.
- (b) The parties shall cooperate with one another, as appropriate, after execution of this MOU and pending or after execution of other agreements contemplated hereby in connection with: (i) public disclosures pertaining to the NEW

BEACHWOOD LIBRARY; (ii) support at public meetings; (iii) support at meetings with municipal or other governmental representatives.

- (c) The agreements contemplated in this MOU may have other terms and conditions mutually agreeable to the parties thereto.

6. Non-Binding. This MOU is non-binding upon the parties hereto; provided, however, the parties hereto agree to negotiate in good faith the terms and conditions of the agreements and lease contemplated hereby. Any party may nevertheless abandon negotiations at any time after _____, if the BEACHWOOD LIBRARY SITE LEASE AGREEMENT and CITY DEVELOPMENT AGREEMENT are not mutually agreed upon and executed by the parties thereto by _____, 2026.

7. Disclosure. Except as provided or required by law or as consented to by the parties or as specifically provided herein, no party shall publicize the content of this MOU or the pre-lease discussions without the written consent of the LIBRARY. With LIBRARY consent the parties shall coordinate any public disclosure of the potential development of the NEW BEACHWOOD LIBRARY and matters related thereto.

8. Successors and Assigns. No party may assign its rights under this MOU without the express prior written consent of each other party.

9. Project Meetings. The parties may elect to schedule periodic meetings as matters contemplated in this MOU herein progress pertaining to, inter alia, (a) timing and manner of: (i) mutually agreeable public disclosures; (ii) public meetings for review of project particulars; (iii) meetings with municipal representatives having jurisdiction of permits, approvals, site planning and other as appropriate; or (b) any other relevant matters to be placed on the meeting agenda at the request of LIBRARY, BEACHWOOD CSD, or CITY.

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

CUYAHOGA COUNTY PUBLIC LIBRARY,
a county library district

By: _____

Print Name: _____

Title: _____

**THE BEACHWOOD CITY SCHOOL
DISTRICT,**
a municipal school district

By: _____

Print Name: _____

Title: _____

CITY OF BEACHWOOD, OHIO

By: _____

Print Name: _____

Title: _____

EXHIBIT A TO MEMORANDUM OF UNDERSTANDING



Beachwood Board of Education
24601 Fairmount Blvd.
Beachwood, OH 44122
Phone: 216-464-2600
Fax: 216-763-0414

November 14, 2025

PROPOSAL RE: CCPL & CITY OF BEACHWOOD USE OF FAIRMOUNT SCHOOL PROPERTY

Beachwood Schools proposes the following partnership terms for the CCPL and City of Beachwood to use the Fairmount School property:

Beachwood City Schools

- Retains ownership of all Fairmount School land
- Remains in the current Board Office building with access to parking appropriately for daily staffing (25 spots) and biweekly Board of Education meetings (maximum anticipated 50 spots)
- Does not pay for construction of new parking lots, drives, traffic studies, traffic lights, etc. on the Fairmount School land
- Pays a proportional amount for maintenance on parking lot, including snow removal, after initial installation
- Collaborates with the City of Beachwood to improve open spaces on Fairmount School property for additional amenities (e.g., sports fields, courts, Safety Town, etc.)

CCPL

- Offered 40+ year lease (at \$1.00/year) by Beachwood City Schools of a portion of Fairmount School property for new Beachwood CCPL branch facility, parking lots and associated drives
- Pays a proportional amount for maintenance on parking lot, including snow removal, after initial installation.
- Pays Fairmount Early Childhood Center abatement and demolition costs and any costs associated with capping utilities and sealing current Board Office building
- Remains in current branch until its new branch is built
- Vacates the current branch as-is with Beachwood City Schools absorbing all future costs for site improvements, demolition, renovation, etc.

City of Beachwood

- Collaborates with the Board of Education to improve open spaces on Fairmount School property for additional amenities (e.g., sports fields, courts, Safety Town, etc.)

CCPL and City of Beachwood

- CCPL and the City of Beachwood will share the cost of the traffic signal, traffic study and main access drive, and will work together to seek funding opportunities.
- Responsibility of parking lot and site work to be divided
 - o CCPL will be responsible for construction of the parking lot and site work to the West of the shared drive
 - o City of Beachwood will be responsible for the construction of the parking lot and site work to the East of the shared drive

Exhibit B to Memorandum of Understanding
Google Maps Fairmount Elementary School

