

ORDINANCE NO. 2026 - 33

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PARMA, CUYAHOGA COMMUNITY COLLEGE – WESTERN CAMPUS (TRI-C WESTERN CAMPUS), BIKE CLEVELAND, AND BIKE PARMA TO ESTABLISH A SHARED FRAMEWORK FOR THE COLLABORATION AMONG THE PARTIES TO PLAN, IMPLEMENT, AND SUPPORT THE “CREEK TO CREEK” NEIGHBORHOOD GREENWAY THROUGH PARMA AND PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma, the City of Parma Heights, Cuyahoga Community College – Western Campus (Tri-C Western Campus), Bike Cleveland, and Bike Parma (collectively, the “Parties”) desire to enter into a Memorandum of Understanding to establish a shared framework for collaboration among the Parties to plan, implement, and support the “Creek to Creek” Neighborhood Greenway through Parma and Parma Heights; and

WHEREAS, the “Creek to Creek” Neighborhood Greenway will be open to the public for the benefit of residents of participating municipalities.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That this Administration is hereby authorized and directed to enter into a Memorandum of Understanding with the Parties for the collaboration among the Parties to plan, implement, and support the “Creek to Creek” Neighborhood Greenway through Parma and Parma Heights, in the form of Exhibit “A” attached hereto and incorporated herein as though fully rewritten.

Section 2: That Council hereby authorizes the Administration to execute any further documents and/or contracts and to take any further actions necessary to facilitate the actions described in Section 1.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to expedite the project schedule and meet the terms of the proposed Memorandum of Understanding; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED:

May 26, 2026

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST:

Darbara Allen
CLERK OF COUNCIL

May 26, 2026
APPROVED

FILED WITH
THE MAYOR:

May 26, 2026

Marie Gallo
MAYOR MARIE GALLO

Memorandum of Understanding (MOU)

"Creek to Creek" Neighborhood Greenway

This Memorandum of Understanding ("MOU") is entered into by and between the City of Parma, the City of Parma Heights, Cuyahoga Community College - Western Campus (Tri-C Western Campus), Bike Cleveland, and Bike Parma (collectively, the "Parties").

1. Purpose

The purpose of this MOU is to establish a shared framework for collaboration among the Parties to plan, implement, and support the "Creek to Creek" Neighborhood Greenway through Parma and Parma Heights.

A Neighborhood Greenway is a network of low-traffic, low-speed streets designed to prioritize walking, bicycling, and rolling, and to provide safe, comfortable, and connected routes between neighborhoods, parks, schools, campuses, and business districts. This MOU reflects a collective commitment to advancing active transportation, community connectivity, and public health through coordinated efforts.

2. Objectives

The Parties agree to work collaboratively to:

Support the establishment of a Neighborhood Greenway that promotes safe and accessible travel for people of all ages and abilities.

Encourage traffic calming, reduced cut-through motor vehicle traffic, and safe crossings at higher-volume streets.

Advance a long-term vision for a connected greenway network that aligns with local mobility, climate, health, and community goals.

These objectives express shared intent and do not create binding obligations.

3. Scope of Collaboration and Roles

The Parties acknowledge that successful implementation depends on coordinated but distinct roles within each organization's authority.

City of Parma

Coordinate planning and installation of signage and pavement markings within the City of Parma, subject to applicable approvals.

Collaborate with Cuyahoga County and the Ohio Department of Transportation (ODOT), as needed, to ensure compliance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and other applicable standards.

City of Parma Heights

Coordinate planning, approval, and installation of signage and pavement markings within the City of Parma Heights, subject to applicable regulations.

Collaborate with Cuyahoga County and the Ohio Department of Transportation (ODOT), as needed, to ensure compliance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and other applicable standards.

Tri-C Western Campus

Coordinate with the Cities regarding Greenway segments adjacent to or connecting with the Western Campus.

Support outreach and communication with campus stakeholders, as appropriate.

Bike Cleveland and Bike Parma

Provide technical guidance, best-practice recommendations, education, and community outreach support related to Neighborhood Greenways.

Assist with public engagement, stewardship, and awareness efforts, as capacity allows.

Nothing in this section alters or expands any Party's legal authority.

4. Signage and Markings

All signage and pavement markings implemented as part of the Neighborhood Greenway shall comply with applicable regulatory requirements, including those of ODOT, Cuyahoga County, and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

The parties understand and agree any and all work, improvements, signage, lane usage, and pavement markings as may be proposed for changes within the public right-of-way are and will remain subject to approval by appropriate governing authorities, which may include State, County and/or Local permit procedures. Parma, Parma Heights, and Tri-C Western Campus encourage submission of improvement plans from Bike Cleveland and/or Bike Parma for engineering, building and service review and approval prior to implementation.

Non-regulatory guidance or best-practice recommendations from organizations such as Bike Cleveland may be used to inform design decisions where consistent with required standards. Signage may include wayfinding, Neighborhood Greenway branding, and directional information to community assets such as schools, parks, shopping areas, healthcare facilities, and campuses. Placement strategies should prioritize visibility, safety, and the use of existing infrastructure where feasible.

5. Community Engagement

The Parties commit to meaningful and ongoing community engagement throughout planning, implementation, and maintenance phases of the Neighborhood Greenway.

Consistent with the shared principle of working *with* the community, engagement strategies may include open houses, pop-up events, neighborhood tours, advisory input, volunteer activities, and feedback loops. Engagement efforts will prioritize equity, transparency, and trust-building

6. Future Changes and Expansion

The Parties recognize that the Neighborhood Greenway is an evolving network that may change or expand over time in response to community needs, opportunities, and emerging best practices.

Future changes or additions will be guided by collaboration, community engagement, and mutual acknowledgment among the Parties. Such changes may be documented through written communication or an amended MOU, as appropriate.

7. Duration and Review

This MOU becomes effective upon execution by all Parties.

The Parties intend for this collaborative framework to support a long-term Neighborhood Greenway and agree to periodically review the MOU to ensure continued alignment with community needs and best practices. Any Party may withdraw from this MOU by providing written notice to the other Parties.

8. Costs, Maintenance, and Liability

This MOU does not obligate any Party to incur financial costs or commit resources beyond those voluntarily agreed upon by that Party. Each Party is responsible for its own costs and activities unless otherwise agreed in writing. Nothing in this MOU creates a partnership, joint venture, or agency relationship among the Parties, nor does it transfer maintenance responsibility or liability beyond existing legal obligations. Each Party will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither Party will be considered an agent of the other nor assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation, not a party to this MOU.

9. Nature of Agreement

This MOU is non-binding and reflects the good-faith intentions of the Parties to collaborate toward the objectives described herein. It does not create enforceable legal rights or obligations.

10. Governing Law; Jurisdiction

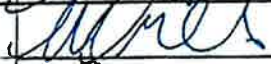
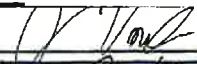
The validity, interpretation, construction and performance of this MOU will be governed by the laws of the State of Ohio without regard to its conflicts of law principles. Each Party hereby irrevocably consents and submits to the personal jurisdiction of, and to the exclusive venue for any legal proceedings or actions arising out of this MOU in, the state and federal courts located in Cuyahoga County, Ohio. The Parties agree that this MOU is deemed to have been made in the State of Ohio.

Each Party waives a jury trial in any matter arising out of or relating to this MOU.

11. Waivers or Changes

The waiver by either Party of any provision of this MOU on any occasion and under any particular circumstances will not operate as a waiver of such provision on any other occasion or under any other circumstances. Amendments to this MOU may only be made by a written amendment, referring to the document to be changed and signed by both Parties.

12. Signatories

Name & Title	Signature	Date
Mayor of Parma		5-29-26
Mayor of Parma Heights		6/1/26
President of Tri-C Western Campus		Digitally signed by Rebecca L. Rahschulte Date: 2026.06.25 08:33:47 -04'00'
Authorized Representative - Bike Cleveland		6/24/2026
Authorized Representative - Bike Parma		06/17/2026