



**April 20, 2026
Regular Meeting
7:30 PM**

**Cleveland Heights City Hall
Council Chambers
40 Severance Cir
Cleveland Heights, Ohio**

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

- 1) Meeting called to order by Council President**
- 2) Roll Call of Council Members**
- 3) Excuse absent members**
- 4) Amendments to the Agenda (if necessary)**
- 5) Approval of minutes from previous meeting(s)**
- 6) CHUH Student Report**
- 7) Presentation(s)**
 - a. Legal Aid
 - b. Catholic Charities
 - c. AMIS
- 8) Proclamations and Honors**
 - a. Lutheran East Boys Basketball
- 9) Communications from the Mayor**
- 10) City Administrator's Report**
- 11) Departmental Report(s)**
- 12) Report of the Clerk of Council**
- 13) Public Comment - Legislative Agenda Items only**

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda. Comments unrelated to the agenda may be made after Committee Reports).

14) **LEGISLATION**

Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. **First Readings – Consideration of Adoption Requested**

ORDINANCE NO. 078-2026(AS): First Reading. An Ordinance to approve current replacement pages to the Cleveland Heights Codified Ordinances; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 079-2026(MSES): First Reading. A Resolution authorizing participation in the ODOT Cooperative Purchasing Program for road salt for the 2026-2027 winter season; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

b. **First Readings Only**

RESOLUTION NO. 081-2026(PD): First Reading. A Resolution authorizing the Mayor to execute an agreement with American Builders & Applicators, a certified lead abatement contractor, for the use of HOME Investment Partnership funds, Community Development Block Grant (CDBG) funds, and American Rescue Plan Act (ARPA) funds in connection with a Housing Rehabilitation Deferred Loan Program at Permanent Parcel Number (PPN) 682-34-010; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

ORDINANCE NO. 082-2026(PD): First Reading. An Ordinance authorizing the Mayor to enter into a lease agreement with Mac's Backs Bookstore, Inc. for the lease of 1807 Coventry Road; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 083-2026(COTW): First Reading. A Resolution determining that support of the 2026 Heights Music Hop is in furtherance of a proper public purpose; authorizing a contribution of Seven Thousand Five Hundred Dollars (\$7,500) to FutureHeights, Inc. in support of the 2026 Heights Music Hop; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Council President Cuda

RESOLUTION NO. 084-2026(COTW): First Reading. A Resolution determining that support of the 2026 Heights Tiger 5k and Fun Run is in furtherance of a proper public purpose; authorizing a contribution of Two Thousand Five Hundred Dollars (\$2,500.00) to the CHUH School District PTA in support of the 2026 Heights Tiger 5k and Fun Run.

Introduced by Councilmember Dewitt-Foy

c. Second Readings

RESOLUTION NO. 074-2026(CRR): Second Reading. A Resolution authorizing the Mayor to execute an agreement with Farnham Equipment Company for the purchase and installation of new ADA-compliant bleachers for the Forest Hill Baseball Complex; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 075-2026(MSES): Second Reading. A Resolution authorizing the Mayor to execute an agreement with KWK, LLC d/b/a Deluxe Outdoor Services in order to furnish the labor, materials, equipment, and associated landscaping services necessary for the 2026 Facilities Landscape and Gardening Services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

d. Consent Agenda

RESOLUTION NO. 085-2026(CRR): First Reading. A Resolution proclaiming May 2026 to be *Mary Dunbar Bike Month* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by All City Council Members and Mayor Petras

RESOLUTION NO. 086-2026(CRR): First Reading. A Resolution recognizing May 3 – May 9, 2026 to be *Professional Municipal Clerks Week*; and declaring the necessity that this legislation become immediately effective

as an emergency measure.

Introduced by All City Council Members and Mayor Petras

RESOLUTION NO. 087-2026(CRR): First Reading. A Resolution recognizing May 4-8, 2026, as *Air Quality Awareness Week*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by All City Council Members and Mayor Petras

RESOLUTION NO. 088-2026(CRR): First Reading. A Resolution recognizing May, 2026 as *National Asian/Pacific American Heritage Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by All City Council Members and Mayor Petras

RESOLUTION NO. 089-2026(CRR): First Reading. A Resolution recognizing May 2026 to be *Mental Health Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by All City Council Members and Mayor Petras

RESOLUTION NO. 090-2026(CRR): First Reading. A Resolution proclaiming May 2026 as *Jewish American Heritage Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by All City Council Members and Mayor Petras

RESOLUTION NO. 091-2026(CRR): First Reading. A Resolution proclaiming May 2026 to be *Military Appreciation Month* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by All City Council Members and Mayor Petras

RESOLUTION NO. 092-2026(CRR): First Reading. A Resolution declaring May 2026 *National Preservation Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by All City Council Members and Mayor Petras

RESOLUTION NO. 093-2026(CRR): First Reading. A Resolution recognizing April 28, 2026, as *National School Bus Driver Appreciation Day*; and declaring the necessity that this legislation become immediately effective

as an emergency measure.

Introduced by All City Council Members and Mayor Petras

15) Committee Reports

16) Public Comment - General

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda).

17) Old Business

18) New Business

19) Council Member Comments

(**Note:** Council comments should directly relate to the business of the City of Cleveland Heights, rather than personal reflection or commentary. A maximum 3-minute time limit applies, but the Council President may reduce time limit based on the volume of business on the agenda, the time of evening, or other similar factors.)

20) Council President's Report

21) Adjournment

NEXT MEETING OF COUNCIL: MAY 4, 2026

Proposed: 04/20/2026

ORDINANCE NO. 078-2026(AS), *First Reading*

By Councilmember Cobb

An Ordinance to approve current replacement pages to the Cleveland Heights Codified Ordinances; and declaring the necessity this legislation become immediately effective as an emergency measure.

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, certain provisions of Part Three, Traffic Code, and Part Five, General Offenses Code should be amended to conform to changes to comparable State statutes; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The following ordinances of the City of Cleveland Heights, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2026 Replacement Pages to the Codified Ordinances, are hereby approved and adopted:

<u>Ordinance Number</u>	<u>Date</u>	<u>Codified Ordinance Section</u>
131-2024	7-7-25	105.03
054-2025	5-5-25	121.01
082-2025	5-30-25	143.04
084-2025	5-30-25	171.16
107-2025	6-27-25	131.25, 131.26, 131.27
127-2025	8-16-25	1373.01 to 1373.07, 1373.98, 1373.99
139-2025	7--7-25	105.04
140-2025	7-7-25	121.05
131-2025	7-7-25	105.05
196-2025	10-6-25	140.02
197-2025	10-6-25	150.02
225-2025	11-7-25	1313.07

SECTION 2. The following sections and chapters of the Codified Ordinances shall be, and hereby are added, amended or repealed as respectively indicated in order to conform with changes in State Law. The complete text of the sections of the Codified Ordinances listed below are set forth in full in the current 2026 Replacement Pages to the Codified Ordinances. A summary of the amendments is set forth in Exhibit A which is attached to this Ordinance.

Traffic Code

301.02	Agricultural tractor and traction engine. (Added)
301.03	Alley. (Added)
301.04	Arterial street or highway. (Added)
301.05	Autocycle. (Added)
301.06	Beacon. (Added)
301.07	Bicycle. (Added)
301.08	Bicycle box. (Added)
301.09	Bicycle lane. (Added)
301.10	Bicycle signal face. (Added)
301.11	Bicycle signal sign. (Added)
301.12	Bikeway. (Added)
301.13	Bus. (Added)
301.14	Business district. (Added)
301.15	Busway. (Added)
301.16	Cab-enclosed motorcycle. (Added)
301.17	Chauffeured limousine. (Added)
301.18	Child care center. (Added)
301.19	Commercial tractor. (Added)
301.20	Controlled-access highway. (Added)
301.21	Crosswalk. (Added)
301.22	Driver or operator. (Added)
301.23	Driveway. (Added)
301.24	Electric bicycle. (Added)
301.25	Electronic. (Added)
301.26	Emergency vehicle. (Added)
301.27	Explosives. (Added)
301.28	Expressway. (Added)
301.29	Farm machinery. (Added)
301.30	Flammable liquid. (Added)
301.31	Freeway. (Added)
301.32	Funeral escort vehicle. (Added)
301.33	Gross weight. (Added)
301.34	Highway maintenance vehicle. (Added)
301.35	Highway traffic signal. (Added)
301.36	Hybrid beacon. (Added)
301.37	In-road warning light. (Added)
301.38	Intersection. (Added)
301.39	Lane-use control signal. (Added)
301.40	Laned highway. (Added)
301.41	Limited driving privileges. (Added)
301.42	Local authorities. (Added)
301.43	Low-speed micromobility device. (Added)
301.44	Median. (Added)
301.45	Motor-driven cycle or motor scooter. (Added)

Traffic Code (Cont.)

301.46	Motor vehicle. (Added)
301.47	Motorcycle. (Added)
301.48	Motorized bicycle or moped. (Added)
301.49	Motorized wheelchair. (Added)
301.50	Multi-wheel agricultural tractor. (Added)
301.51	Natural resources officer. (Added)
301.52	Operate. (Added)
301.53	Parked or parking. (Added)
301.54	Pedestrian. (Added)
301.55	Person. (Added)
301.56	Pole trailer. (Added)
301.57	Police officer. (Added)
301.58	Predicate motor vehicle or traffic offense. (Added)
301.59	Private road. (Added)
301.60	Public safety vehicle. (Added)
301.61	Railroad. (Added)
301.62	Railroad sign or signal. (Added)
301.63	Residence district. (Added)
301.64	Ridesharing arrangement. (Added)
301.65	Right-of-way. (Added)
301.66	Road service vehicle. (Added)
301.67	Roadway. (Added)
301.68	Roundabout. (Added)
301.69	Rural mail delivery vehicle. (Added)
301.70	Safety zone. (Added)
301.71	School bus. (Added)
301.72	Semitrailer. (Added)
301.73	Shared-use path. (Added)
301.74	Shoulder. (Added)
301.75	Sidewalk. (Added)
301.76	Site roadway open to public travel. (Added)
301.77	Standing. (Added)
301.78	State. (Added)
301.79	State highway. (Added)
301.80	State route. (Added)
301.81	Stop. (Added)
301.82	Stop intersection. (Added)
301.83	Stopping. (Added)
301.84	Street or highway. (Added)
301.85	Through highway. (Added)
301.86	Thruway. (Added)
301.87	Traffic. (Added)
301.88	Traffic control device. (Added)
301.89	Traffic control signal. (Added)
301.90	Trailer. (Added)
301.91	Train. (Added)
301.92	Truck. (Added)
301.93	Two-stage bicycle turn box. (Added)
301.94	Type A family child care home. (Added)
301.95	Urban district. (Added)
301.96	Vehicle. (Added)
301.97	Waste collection vehicle. (Added)
301.98	Wildlife officer. (Added)

Traffic Code (Cont.)

313.02 (Amended)	Through Highways; Stop and Yield Right-of-Way Signs.
313.03	Traffic Signal Indications. (Amended)
313.04	Lane-Use Control Signal Indications. (Amended)
313.09	Driver's Duties Upon Approaching Ambiguous or Non-Working Traffic Signal. (Amended)
313.10	Unlawful Purchase, Possession or Sale. (Amended)
313.11	Portable Signal Preemption Devices Prohibited. (Amended)
313.12	Bicycle Symbol Signal Indications. (Added)
331.33 (Amended)	Obstructing Intersection, Crosswalk or Grade Crossing.
331.35	Occupying Travel Trailer, Fifth Wheel Vehicle, or Manufactured or Mobile Home While in Motion. (Amended)
331.38	Stopping for School Bus; Discharging Children. (Amended)
331.45	Restrictions on the Operation of School Buses. (Amended)
333.01	Driving or Physical Control While Under the Influence. (Amended)
333.03 (Amended)	Maximum Speed Limits; Assured Clear Distance Ahead.
335.09	Display of License Plates or Validation Stickers; Registration. (Amended)
337.24	Motor Vehicle Stop Lights. (Amended)
341.01	Commercial Drivers Definitions. (Amended)
351.03	Prohibited Standing or Parking Places. (Amended)
371.01	Right of Way in Crosswalk. (Amended)
371.03	Crossing Roadway Outside Crosswalk; Diagonal Crossings at Intersections. (Amended)
371.11	Persons Operating Motorized Wheelchairs. (Deleted)
371.12	Electric Personal Assistive Mobility Devices. (Amended)

General Offenses Code

513.12	Drug Paraphernalia. (Amended)
517.01	Gambling Definitions. (Amended)
525.02	Falsification. (Amended)
529.08	Hours of Sale or Consumption. (Amended)
533.15	Dissemination of Private Sexual Images. (Repealed)

SECTION 3. The aforementioned amendments to the Codified Ordinances, as revised, recodified and consolidated into component codes, titles, chapters and sections within the 2026 Replacement Pages to the Codified Ordinances, are hereby approved and adopted.

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to distribute current replacement pages to the Codified Ordinances. Wherefore, provided it receives the affirmative vote of five or more of the members

ORDINANCE NO. 078-2026(AS)

elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

EXHIBIT A

Traffic Code

Ch. 301 Definitions. (Amended) (Amends Ch. 301 definitions to align with changes to ORC 4511.01.)

313.02 Through Highways; Stop and Yield Right-of-Way Signs. (Amended) (Amends term of “highway traffic signal”.)

313.03(g) Traffic Signal Indications. (Amended) (Amends term of “highway traffic signal”.)

313.04 Lane-Use Control Signal Indications. (Amended) (Amends lane-use indications to align with ORC 4511.131 changes.)

313.09 Driver’s Duties Upon Approaching Ambiguous or Non-Working Traffic Signal. (Amended) (Amends term of “highway traffic signal”.)

313.10 Unlawful Purchase, Possession or Sale. (Amended) (Amends term of “highway traffic signal”.)

313.11 Portable Signal Preemption Devices Prohibited. (Amended) (Amends the section to align with changes to ORC 4511.031.)

313.12 Bicycle Symbol Signal Indications. (Added) (Adds regulations for bicycle symbol signal indications.)

331.33 Obstructing Intersection, Crosswalk or Grade Crossing. (Amended) (Amends terms for “trains” and “highway traffic signal”.)

331.35 Occupying Travel Trailer, Fifth Wheel Vehicle, or Manufactured or Mobile Home While in Motion. (Amended) (Amends formatting to align with formatting changes to ORC 4511.701, changing significance of new subsection (d).)

331.38 Stopping for school bus; discharging children. (Amends subsection (f)(2) definition of “school bus”.)

331.381 School Bus Operator to Report Violation. (Added) (Adds regulations for school bus operators to report motorists violating Section 331.38(a), and investigations of same.)

331.45 Restrictions on the operation of school buses. (Amends ORC citation at end of section.)

333.01 Driving or Physical Control While Under the Influence. (Amended) (Adds “oral fluid” to what may be submitted for testing and evidence.) (Amends subsection (h)(1)A. to C. to confirm OVI fines will consistently align with state law changes.)

333.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended) (Amends regulations creating preschool education program school zones.)

Traffic Code (Cont.)

335.09 Display of License Plates or Validation Stickers; Registration. (Amended) (Adds two references to "Subject to Ohio R.C. 4503.211".)

337.24 Motor Vehicle Stop Lights. (Amended) (Amends (a)(4) historical motor vehicle exceptions.)

341.01 Definitions. (Amended) (Amends definition in subsection (b) to reflect changes in ORC 4506.01.)

371.01 Right of Way in Crosswalk. (Amended) (Amends term for "highway traffic signals" and formatting of subsection (f).)

371.03 Crossing Roadway Outside Crosswalk; Diagonal Crossings at Intersections. (Amended) (Amends term for "highway traffic signal".)

371.11 Persons Operating Motorized Wheelchairs. (Repealed) (Section repealed after former ORC 4511.491 from which this section was derived was repealed by Am. Sub. HB 54.)

371.12 Electric Personal Assistive Mobility Devices. (Amended) (Adds ORC reference to subsection (a)(1).)

General Offenses Code

513.12 Drug Paraphernalia. (Amended) (Adds 2 additional ORC citations to subsection (d)(1). Amends the sanctions for violation in subsection (g).) (Amends "drug paraphernalia" definition in subsection (a)(5) and exceptions in subsection (d)(4).)

517.01 Definitions. (Amended) (Changes ORC reference in subsection (k).)

525.02 Falsification. (Amended) (Adds new subsection (a)(14).)

529.08 Hours of Sale or Consumption. (Amended) (Amends the list of permits in subsections (b) and (c).)

533.15 Dissemination of Private Sexual Images. (Repealed) (This section has been deleted because the underlying offense is now a felony under state law.)



Date: April 7, 2026

To: Addie Balester, Clerk of Council

Cc: James Petras, Mayor; Michael Reese, CAO
William Hanna, Director of Law
Christopher Heitzel, Assistant Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation to Participate in the ODOT Cooperative Purchasing program for Rock Salt for the 2026-2027 winter season.

Purpose Statement: This legislation authorizes the Mayor to participate in ODOT's Cooperative purchasing program for Rock Salt for the 2026-2027 winter season.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? ODOT requests legislation for this program

Is passage on first reading necessary: Yes: X No: _____

If yes, why? To notify ODOT of the City's intention to participate in the upcoming winter season program.

If funding is required, is it already budgeted for? Yes : _____ No: X
This program is budgeted every year

If not already budgeted for, where will funding come from?

Funding for this program is usually submitted with the budget for this period.

Proposed: 04/20/2026

RESOLUTION NO. 079-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing participation in the ODOT Cooperative Purchasing Program for road salt for the 2026-2027 winter season; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(b) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act; and

d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 1, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement

RESOLUTION NO. 079-2026(MSES)

as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

WHEREAS, Section 171.10 of the City of Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the ODOT Cooperative Purchasing Program without obtaining competitive bids; and

WHEREAS, this Council has determined that it would be in the City and its residents' best interest to authorize the purchase of rock salt through ODOT's Cooperative Purchasing Program at a price lower than likely could be obtained through bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute any and all documents needed in connection with the participation agreement for the ODOT road salt contract. The participation agreement is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation in the ODOT salt contract.

SECTION 2. 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 in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet the ODOT deadline of May 1, 2026, to submit an electronic form and resolution. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

RESOLUTION NO. 079-2026(MSES)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Date: April 10, 2026

To: City Council

From: Allan Butler, Assistant Housing Director; Brian Iorio, Assistant Director of Community Development

Subject: American Builders & Applicators contract.

Purpose Statement:

To authorize a contract for a HOME Housing Rehabilitation Loan Program that includes use of CDBG Senior Home Repair Grant and ARPA Exterior Grant programs which increases the project budget over the \$50,000 threshold for the contract authority. The project located at (PPN) 682-34-010, 3690 Monticello Blvd. is eligible for assistance through all programs noted above.

Is this legislation recurring: Yes: _____ No: x

Is emergency language necessary: Yes: X No: _____

If yes, why? To ensure that the contractor can begin work in a timely manner and to ensure current bid pricing remains accurate with cost of materials.

Is passage on first reading necessary: Yes: _____ X _____ No: _____

If yes, why? T To ensure that the contractor can begin work in a timely manner and to ensure current bid pricing remains accurate with cost of materials.

If funding is required, is it already budgeted for? Yes: X No: _____

If not already budgeted for, where will funding come from?

Proposed: 04/20/2026

RESOLUTION NO. 081-2026(PD), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with American Builders & Applicators, a certified lead abatement contractor, for the use of HOME Investment Partnership funds, Community Development Block Grant (CDBG) funds, and American Rescue Plan Act (ARPA) funds in connection with a Housing Rehabilitation Deferred Loan Program at Permanent Parcel Number (PPN) 682-34-010; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Housing Rehabilitation Loan Program is a program administered by Cleveland Heights Housing Preservation Office through the Cuyahoga County Department of Development (CCDOD) from the HOME Investment Partnership, U.S. Department of Housing and Urban Development (HUD) Federally allocated funds; and

WHEREAS, the Senior Home Repair Grant Program is administered by the Cleveland Heights Housing Preservation Office through, CDBG, HUD Federally-allocated funds; and

WHEREAS, the ARPA Exterior Grant Program is administered by the Cleveland Heights Housing Preservation Office through, American Rescue Plan Act (ARPA) State-allocated funds; and

WHEREAS, the homeowner of the home located on (PPN) 682-34-010 has been approved for assistance through the Housing Preservation Office programs; and

WHEREAS, the Housing Rehabilitation Loan Program enables eligible low-and-moderate income homeowners to make repairs and basic home improvements that maintain the quality of their housing and create a positive effect in the surrounding neighborhood; and

WHEREAS, the lowest bidder, American Builders & Applicators is a certified lead abatement contractor and is in good standing with the City of Cleveland Heights' Housing Preservation Office; and

WHEREAS, it would be in the best interest of the City and its residents to provide funding to facilitate this project; and

WHEREAS, there are monies available for such purpose from the HOME Investment Partnership, Community Development Block Grant, and American Rescue

RESOLUTION NO. 081-2026(PD)

Plan Act.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby, authorized to enter into an agreement and any related documents with American Builders & Applicator for the violation repairs and home improvements at (PPN) 682-34-010. The agreement shall provide for funding in the amount of up to Sixty-two thousand and ninety-five dollars (\$62,095.00) from HOME, CDBG, and ARPA Grant funds. The project to be completed by American Building & Applicators is set forth in the Bid Request Form on file with the Clerk of Council. The agreement shall be subject to the approval as to form by the Director of Law.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to encumber grant funds for the abatement of lead-based paint hazards at PPN 681-34-010. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 081-2026(PD)

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Date: 04/14/2026

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Lease of 1807 Coventry Rd.

Purpose Statement: Legislation to authorize the Mayor to enter into a lease with Mac's Backs LLC for the commercial storefront at 1807 Coventry Road.

This space has been vacant since early 2025. Mac's Backs contacted the City to discuss leasing the space which would allow them to expand compared to their current footprint in Coventry Village. The larger space will allow them to have increased offerings and to host author book signings and other events, which can be expected to have a positive impact on overall foot traffic to the district.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To allow the City to enter the lease agreement sooner if the legislation is approved.

Is passage on first reading necessary: Yes: _____ No: X

If yes, why?

If funding is required, is it already budgeted for? Yes: _____ No: _____ N/a: X

If not already budgeted for, where will funding come from?

Proposed: 04/20/2026

ORDINANCE NO. 082-2026(PD), *First Reading*

By Mayor Petras

An Ordinance authorizing the Mayor to enter into a lease agreement with Mac's Backs Bookstore, Inc. for the lease of 1807 Coventry Road; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio (the "City") is the fee simple owner of the property located at 1807 Coventry Road, Cleveland Heights, Ohio 44118 (the "Property"); and

WHEREAS, the Property is currently vacant and the City desires to lease the Property to Mac's Backs Bookstore, Inc.; and

WHEREAS the City intends to lease the Property to Mac's Backs Bookstore, Inc. in accordance with the terms and conditions of the Lease Agreement attached hereto as Exhibit A and incorporated herein by this reference ("Lease Agreement");

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to authorize the Mayor to execute the Lease Agreement with the Mac's Backs Bookstore, Inc. for the lease of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby authorized to execute and enter into a lease whereby the City will lease the Property to Mac's Backs Bookstore, Inc., substantially in accordance with the draft lease attached as Exhibit A, subject to the approval of the Director of Law as to form.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City's website.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need

ORDINANCE NO. 082-2026(PD)

for the timely relet the Property so that it does not continue to remain vacant and supports the vitality of the neighborhood. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”), made and made effective as of this ___ day of April, 2026 (the “Effective Date”), by and between the **CITY OF CLEVELAND HEIGHTS, OHIO** an Ohio municipal corporation, having an address at 40 Severance Circle, Cleveland Heights, Ohio 44118 (“**Landlord**”) and **MAC’S BACKS BOOKSTORE, INC.**, an Ohio for-profit corporation, having an address at 200 Park Place, Chagrin Falls, Ohio 44022 “**Tenant**”).

ARTICLE 1 BASIC LEASE TERMS

In addition to terms that are defined elsewhere in this Lease, the following words and phrases shall have the meanings ascribed below wherever used in this Lease.

- 1.1 Building: 1807 Coventry Rd, Cleveland Heights, OH 44118.
- 1.2 Building Land or Land: The land upon which the Building is situated is described on **Exhibit A**, attached hereto and made a part hereof.
- 1.3 Fixed Rent:

Month	Monthly Rent	Annual Rent
5/1/2026 – 7/31/2026	\$0.00	-0-
8/1/2026 – 7/31/2027	\$4,750.00	\$57,000.00
8/1/2027 – 7/31/2028	\$4,750.00	\$57,000.00
8/1/2028 – 7/31/2029	\$5,700.00	\$68,400.00
8/1/2029 – 7/31/2030	\$5,700.00	\$68,400.00
8/1/2030 – 7/31/2031	\$6,650.00	\$79,800.00

Notwithstanding the foregoing or anything contained in this Lease to the contrary, Fixed Rent for the Premises shall be completely abated for the period (the “Rent Abatement Period”) commencing on the Commencement Date and ending on July 31, 2026.

- 1.4 Initial Term: 5 years and three months, including the Rent Abatement Period.

Commencement Date: May 1, 2026

Expiration Date: July 31, 2031, or the last day of any applicable Renewal Term, unless sooner terminated in accordance with this Lease.

- 1.5 Notice Addresses:

If to Landlord: City of Cleveland Heights, Ohio
40 Severance Circle
Cleveland Heights, Ohio 44118
Attention: Brian Anderson
Email:

with a copy to: Roetzel & Andress, LPA
222 S. Main Street, Suite 400
Akron, Ohio 44308
Attention: Jason Dodson, Esq.
Email: jdodson@ralaw.com

If to Tenant: Attention: James C. McSherry
Mac's Backs Bookstore, Inc.
200 Park Place
Chagrin Falls, Ohio 44022
Email: _____

with a copy to: _____

1.6 Permitted Use: solely as a retail store selling books and related items.

1.7 Premises: Approximately 5,744 rentable square feet of retail space on the 1st floor, and approximately 1,027 rentable square feet on the mezzanine level to be used for office space only, together with access to the panels and trash disposal area behind the parking garage.

1.8 Rent Commencement Date: August 1, 2026.

1.9 Security Deposit: \$4,750.00

1.10 Tenant Improvement Allowance: None

Each of the foregoing basic lease terms shall be construed in conjunction with and limited by references thereto and the other provisions of this Lease.

ARTICLE 2 PREMISES; INITIAL IMPROVEMENTS; TERM

Section 2.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the provisions of this Lease, the Premises for the Initial Term, unless extended or sooner terminated as set forth in this Lease.

Section 2.2 (A) Landlord shall deliver the Premises to the Tenant on the Commencement Date in "as is" "where is" condition.

(B) If Tenant proposes to undertake any alterations or work at the Premises, Tenant must obtain Landlord's prior written approval of its plans for any construction work to be performed at the Premises, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay for all utilities used by Tenant, and defend, indemnify and hold Landlord Indemnitees (hereinafter defined) harmless from all liability which arises out of the possession, use or occupancy of the Premises by Tenant or Tenant's employees, agents, contractors, subcontractors and invitees. Tenant shall, at Tenant's expense, have plans and specifications (collectively, "**Tenant's Plans**") delivered to Landlord for Landlord's approval in sufficient detail to obtain a building permit, prepared by Tenant's architect licensed in Ohio. Tenant shall revise Tenant's Plans (and re-revise them) in accordance with Landlord's comments within fifteen (15) days after receipt of such comments and this process shall be repeated with respect to any revisions of Tenant's Plans until Tenant's Plans are approved by Landlord. The submission to Landlord of Tenant's Plans shall constitute a warranty by Tenant that the work provided for in Tenant's Plans is in conformity with all Legal Requirements and the terms and conditions of this Lease. No approval by Landlord of Tenant's Plans shall constitute in any manner a waiver by Landlord of Landlord's rights under these warranties. Commencing from and after the Commencement Date, subject to Tenant's Plans as approved by Landlord, Tenant shall, at Tenant's expense, perform all work and construct all improvements necessary to improve the Premises in accordance with Tenant's Plans ("**Tenant's Work**"). Tenant's Work shall be done in conformance with Tenant's Plans approved by Landlord (in accordance with the terms of this Lease) in a good and workmanlike manner. Tenant shall deliver to Landlord the permanent and unconditional certificate of occupancy for the Premises on or before the Rent Commencement Date and "as built" plans and specifications for the Premises within sixty (60) days after the Rent Commencement Date. Prior to commencement of operations from the Premises, Tenant shall obtain final unconditional lien waivers for all work performed or material supplied by or on behalf of Tenant, and forward copies of these documents to Landlord. Tenant shall, in doing any work, making any installations, or in using, occupying or conducting business at the Premises, comply with all Legal Requirements, Governing Documents (hereinafter defined) and/or fire codes applicable to the Premises and Tenant's use or occupancy of the Premises. Tenant shall defend, indemnify and hold Landlord Indemnitees harmless from all losses, damages, lawsuits, claims, liabilities, costs and expenses (including attorney fees, paralegal fees, court costs and costs of appeal) arising out of any failure to comply with the foregoing.

Section 2.3 The Initial Term of this Lease shall commence on the Commencement Date and expire on the date set forth for the Initial Term in Article 1. The Term of this Lease shall include the Initial Term and all properly exercised Renewal Options, unless the Term of this Lease is sooner terminated in accordance with the agreements and conditions set forth in this Lease (the date on which the Term of this Lease ends by expiration or termination being in either case hereinafter referred to as the "**Expiration Date**").

Section 2.4 (A) Tenant shall have the option (a "**Renewal Option**") to extend the Initial Term for one additional period of 5 years ("**Renewal Term**"); provided, however, that this Lease shall not have been previously terminated and that Tenant shall not be in default in the observance of any of the terms, covenants or conditions of this Lease on the date Tenant gives Landlord written notice (the "**Renewal Notice**") of Tenant's election to exercise the Renewal Option or on the commencement of the Renewal Term. The Renewal Option may be exercised with respect to the entire Premises only and shall be exercisable by Tenant's delivering the Renewal Notice to Landlord no later than 6 months prior to the expiration of the existing term, time being of the essence with respect to the giving of the Renewal Notice. Tenant shall have no further right or option to extend or renew the Term beyond the last available Renewal Term. The rights set forth in this Section 2.4(A) are personal to Tenant and may not be assigned to any assignee of this Lease.

(B) If Tenant validly exercises a Renewal Option, the Renewal Term shall be upon the same terms, covenants and conditions as those contained in this Lease, except that: (a) the Fixed Rent shall be deemed to mean the Fixed Rent as **determined pursuant to Subsection (C) below**; (b) Tenant shall not be entitled to any work allowance or credit, any tenant improvements or any waiver of Fixed Rent, Additional Rent or any other rent abatement or concession during the Renewal Term; and (c) the provisions of this Section 2.4 relative to Tenant's right to renew the Term shall not be applicable during the Renewal Term, or, if any Renewal Terms remain, the amount of available Renewal Terms shall be reduced by one.

(C) In the event Tenant validly exercises the Renewal Option, the annual Fixed Rent for the Premises during the Renewal Term shall be \$6,650.00 per month.

ARTICLE 3 FIXED RENT; ADDITIONAL RENT; ADDITIONAL CHARGES

Section 3.1 (A) During each Lease Year, Tenant shall pay Fixed Rent in the amount set forth in Article 1. Tenant shall pay Fixed Rent in equal monthly installments in advance on or before the first day of each month during the Term commencing on the Rent Commencement Date, in accordance with Section 3.1(C), without any set-off, offset, abatement or deduction whatsoever, except that Tenant shall pay the Security Deposit and the installment of Fixed Rent for the first month for which fixed Rent is due hereunder upon the execution hereof and before Landlord shall deliver possession of the Premises to Tenant. If the Rent Commencement Date occurs on a day other than the first day of a calendar month, the Fixed Rent for the partial calendar month shall be prorated based upon a 30-day month and any balance of the first month's Fixed Rent theretofore paid shall be credited against the next monthly installment of Fixed Rent. Tenant shall also pay other sums under this Lease, in addition to Fixed Rent, in the manner as hereinafter provided.

(B) All sums and charges other than Fixed Rent due and payable by Tenant to Landlord under this Lease including, without limitation, Additional Charges, utilities under Article 14 and late charges and interest assessed pursuant to this Lease are called "**additional rent**" or "**Additional Rent**". Fixed Rent and Additional Rent are collectively called "**rent**" or "**Rent**".

(C) All payments of Fixed Rent and Additional Rent shall be made to Landlord when due without notice or demand, in lawful money of the United States of America via a mutually agreeable method, unless any component of the Additional Rent expressly is required to be paid by Tenant to another party pursuant to this Lease. The parties agree to work together to arrange for payments made hereunder to be in an electronic form in lieu of paper check.

(D) Any payment of Rent due from Tenant to Landlord not paid upon the date herein specified to be paid shall bear interest from the date such payment is due to the date of actual payment at the highest lawful rate of interest permitted by the laws of the State of Ohio (the "**Interest Rate**"). If Tenant fails to pay any Rent within five (5) days after the due date thereof, Tenant shall also pay Landlord a late payment service charge equal to the greater of \$250 or five percent (5%) of such unpaid sum for each and every calendar month or part thereof after the due date that such sum has not been paid to Landlord.

Section 3.2 For each month during the term of this Lease, Tenant shall pay directly to the **Coventry Village Special Improvement District**, c/o Elizabeth Donley, 2598 Queenston Road, Cleveland, OH 44118, as Additional Rent (the "**Additional Charges**"), the amounts set forth below:

Month	Monthly Additional Charges
5/1/2026 – 7/31/2026	\$0.00
8/1/2026 – 7/31/2027	\$166.66
8/1/2027 – 7/31/2028	\$166.66
8/1/2028 – 7/31/2029	\$166.66
8/1/2029 – 7/31/2030	\$166.66
8/1/2030 – 7/31/2031	\$166.66

Tenant shall pay the Additional Charges in advance on or before the first day of each month during the Term commencing on the Rent Commencement Date.

ARTICLE 4 OCCUPANCY; PERMITTED USE

Section 4.1 Tenant shall use and occupy the Premises for the Permitted Use and for no other purpose. Tenant will not at any time use or occupy the Premises in violation of the certificate of occupancy (whether temporary or permanent) issued for the Premises and/or the Building, as initially issued or thereafter amended or modified (the “**Certificate of Occupancy**”).

Section 4.2 Tenant shall obtain a permanent Certificate of Occupancy prior to any occupancy of the Premises for the Permitted Use. Copies of the foregoing Certificate of Occupancy shall be delivered to Landlord promptly following the issuance thereof.

Section 4.3 In no event shall Tenant use or permit the use of the Premises, or any portion thereof, in any manner which, in Landlord’s judgment, will materially and adversely affect (A) the appearance, character, reputation or first-class nature of the Building, or (B) the proper or economic furnishing of services to other tenants in the Building, or (C) the use and enjoyment of any other portion of the Building by any other tenant(s), or (D) the proper and economic functioning of any of the Building Systems. In addition, under no circumstances shall the Premises be used for any use which will, in Landlord’s judgment: (i) introduce undue amounts of public traffic in the Building (in excess of average traffic which Landlord reasonably believes is generated by other tenants in the Building), or (ii) generate unusually high densities of employees per square foot of rentable space, or (iii) constitute a medical or dental use, an employment or governmental agency or an executive search firm, a school or vocational training center, or any other uses considered by Landlord to be inconsistent with a “general office” use, or (iv) violate any restriction in favor of another tenant or occupant of Building, or (v) be in conflict with Legal Requirements or any Governing Document.

ARTICLE 5 ALTERATIONS

Section 5.1 (A) For purposes of this Article 5 and this Lease, the following terms shall have the meanings ascribed to them below:

- (1) “**Alteration**” shall mean any change, alteration, installation, addition or improvement which Tenant shall make or perform to the Premises at any time, including Structural Alterations, Non-Structural Alterations and Cosmetic Changes;

- (2) “**Structural Alteration**” shall mean any Alteration which, in the reasonable opinion of Landlord (a) affects the proper functioning of the Building Systems; and/or (b) impacts the Building’s structural elements such as the roof, exterior/load bearing walls (including exterior windows), foundation, structural floor slabs, and support columns (collectively, the “**Structural Elements**”);
- (3) “**Non-Structural Alteration**” shall mean any physical Alteration of the Premises that is neither a Structural Alteration or contains any element which is a Structural Alteration, nor a Cosmetic Change; and
- (4) “**Cosmetic Change**” shall mean any work Tenant may elect to perform within the Premises that entails neither a Structural Alteration or Non-Structural Alteration, and is in the nature of redecorating and similar work, such as carpeting, repainting, installation of new wall coverings, window treatments, and the installation or relocation of moveable work stations and furnishings.

(B) Tenant shall be required to obtain Landlord’s prior written approval as to the performance of any Structural Alteration, which approval Landlord may grant or withhold in its sole and absolute discretion.

(C) Tenant shall be required to obtain Landlord’s prior consent to the performance of all Non-Structural Alterations, which consent Landlord agrees not to unreasonably withhold or delay.

(D) Tenant shall not be required to obtain Landlord’s consent as to any Cosmetic Change; provided, however, Tenant shall notify Landlord at least ten (10) days prior to commencing any Cosmetic Change and shall comply with the requirements of Section 5.2 to the extent applicable thereto.

Section 5.2 Prior to making any Alterations, Tenant shall (a) submit to Landlord detailed plans and specifications (including drawings for layout, architectural, mechanical, structural, interior design, fixturing and finishing work) for each proposed Alteration and shall not commence any such Alteration without first obtaining Landlord’s written consent to the extent required pursuant to Section 5.1 above, and (b) obtain insurance of the type and in the amounts specified under Section 10.2 covering all work in progress, completed operations and persons employed and to be employed by Tenant, including Tenant’s contractors and subcontractors engaged in connection with any such Alteration. Every Alteration performed or procured by Tenant shall be performed, completed and maintained in compliance with all applicable Legal Requirements and Governing Documents.

Section 5.3 Tenant hereby acknowledges and agrees that Landlord’s review of, and Landlord’s granting of its approval to, any plans and specifications submitted to it under this Lease shall not constitute or be deemed to constitute a judgment, acknowledgment, representation or agreement by Landlord that such plans and specifications comply with the Legal Requirements of any Legal Authorities or any Governing Documents and/or the requirements of any Insurance Bodies, and/or that such plans and specifications will be approved by the applicable Legal Authority, respectively, as the case may be.

Section 5.4 (A) Tenant shall, before making any Alterations, at its expense, obtain all permits, approvals and certificates (collectively, the “**Permits**”) required by any Legal Authority and (upon completion) certificates of final approval thereof and shall deliver promptly to Landlord duplicates of all such Permits, together with the “as-built” plans and specifications (or marked shop drawings) for such Alterations.

(B) All Alterations shall be made and performed in accordance with the plans and specifications therefor, as approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), and also in accordance with such rules and regulations established by Landlord governing the manner in which work may be performed in the Building as are in effect at the time such Alterations are to be undertaken. All materials, equipment and fixtures to be incorporated in the Premises as a result of Alterations shall be new and first quality. Tenant shall perform all Alterations at Tenant's sole cost and expense, with contractors or mechanics approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed) and shall complete such Alterations within a reasonable time after commencing their performance. All Alterations shall be done at such times as Landlord may from time to time designate and in such manner as to minimize to the extent reasonably possible any noise, dust, or other interference with use and enjoyment of other premises by their tenants as a result thereof. If any such Alterations affect the Building Systems and/or the Structural Elements, Landlord shall have the right to require that such Alterations be performed by Landlord and/or Landlord's contractor(s) at Tenant's cost and expense.

(C) Tenant shall not, at any time prior to or during the Term, directly or indirectly employ, or permit the employment of, any contractor, mechanic or laborer, whether in connection with any Alteration or otherwise, if such employment would interfere, cause any conflict, or create any difficulty, strike or jurisdictional dispute, with other contractors, mechanics, or laborers engaged in the construction, maintenance or operation of the Building or any Related Property by Landlord, Tenant or others. In the event of any such interference, conflict, difficulty, strike, or jurisdictional dispute, Tenant, upon demand of Landlord, shall cause all contractors, mechanics or laborers causing the same to leave the Building immediately.

Section 5.5 Tenant shall pay promptly the cost of all Alterations. Any mechanic's or other lien filed against the Premises, the Building, the Property or any Related Property for work claimed to have been performed for, or materials claimed to have been furnished to Tenant shall be discharged by Tenant by bonding, payment or otherwise, within twenty (20) days after the filing of such lien. If Tenant shall fail to cause any such lien to be discharged within the aforesaid period, then in addition to any other available right or remedy, Landlord may, but shall not be obligated to, discharge same, either by paying the amount claimed to be due, by deposit, bonding proceedings or otherwise, and in such event Landlord shall be entitled, if it elects, to compel the prosecution of an action for the foreclosure of such lien and to pay the amount of the judgment in favor of the lienor, with interest, costs and allowances. Any amount so paid, and all costs and expenses so incurred by Landlord in connection therewith, shall constitute Additional Rent hereunder, and shall bear interest thereon at the Interest Rate until paid by Tenant to Landlord. Tenant acknowledges that all work Tenant may engage with respect to the Premises pursuant to this Lease, whether in connection with its initial or subsequent Alterations, or in connection with repairs required of Tenant, and whether initiated by Tenant or obligated by any term or provision of this Lease, is solely for Tenant's benefit and to enhance Tenant's use and enjoyment of the Premises for Tenant's Permitted Use thereof, such that no work Tenant may engage during the Term shall at any time expose or subject Landlord's interest in the Building, Landlord's remainder interest in the Premises or Landlord's interest in any other property owned by Landlord, to any mechanic's, materialman's or other lien in connection therewith.

Section 5.6 (A) All Alterations and all fixtures and equipment (other than moveable trade fixtures and moveable equipment, as hereinafter provided) installed in the Premises at any time, shall become the property of Landlord upon the expiration or earlier termination of this Lease, and shall remain upon and be surrendered with the Premises, unless Landlord, by notice to Tenant no later than twenty (20) days prior to the Expiration Date, elects to relinquish Landlord's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the Premises by Tenant on or prior to the

Expiration Date at Tenant's expense and Tenant shall repair any damage to the Premises or the Building caused by such removal.

(B) All personal property, furniture, furnishings, moveable equipment, moveable trade fixtures and moveable partitions supplied by or installed by or on behalf of Tenant, at Tenant's sole cost and expense and without any contribution from Landlord (collectively, the "**Tenant's Property**") prior to and during the Term, shall remain the property of Tenant and Tenant shall, upon the Expiration Date, remove Tenant's Property from the Premises and repair any damage to the Premises and the Building caused by such removal. Any of the Tenant's Property not so removed by Tenant at or prior to the Expiration Date shall be deemed abandoned and may, at the election of Landlord, either be retained by Landlord as Landlord's property or removed from the Premises and stored or disposed of by Landlord, all at Tenant's sole risk and expense.

ARTICLE 6 MAINTENANCE AND REPAIRS

Section 6.1 (A) Except as specifically set forth in Section 6.2 below, Tenant shall, throughout the Term, maintain the Premises, including, without limitation, the floors, interior walls, ceiling, doors, windows, and the fixtures and appurtenances located therein or exclusively serving the Premises, in good condition, and repair and replace same as necessary. In all events, Tenant shall be responsible for all damage or injury to the Premises or any other part of the Building and the Building Systems and the Structural Elements, respectively, whether requiring structural or nonstructural repairs, caused by or resulting from neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees. Tenant shall also repair all damage to the Property, Building and/or the Premises caused by Tenant's moving into or out of the Premises.

(B) Tenant shall promptly make, at Tenant's sole cost and expense, all repairs in and to the Premises for which Tenant is responsible, in strict compliance with the provisions of Article 4 pertaining to Alterations made by Tenant. If any such repairs for which Tenant is responsible affect the Building Systems and/or the Structural Elements, Landlord shall have the right to require that such repairs be performed by Landlord and/or Landlord's contractor(s) at Tenant's cost and expense. Landlord may charge Tenant any additional expense Landlord incurs (including overtime or premium costs incurred by Landlord) resulting from any work by Landlord pursuant to this Section, as well as for any repairs, alterations, decorating, or other work that is Tenant's responsibility but Tenant requests, and Landlord agrees, to perform at Tenant's request.

Section 6.2 (A) Landlord shall maintain in good working order and repair the exterior and the Structural Elements of the Building, including the structural portions of the Premises and all public portions of the Property and the Building Systems that do not exclusively serve the Premises except to the extent Tenant is responsible therefor pursuant to Section 6.1. Tenant agrees to give prompt notice of any repairs required to be made in the Premises for which Landlord may be responsible hereunder and Landlord shall not be obligated to make such repairs until a reasonable time after it receives such notice from Tenant.

(B) There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord or others making repairs, alterations, additions or improvements in or to any portion of the Building or the Premises or in and to the fixtures, appurtenances or equipment thereof, or any portion of the Building Systems located therein.

(C) Tenant, at Tenant's sole cost, shall maintain a service contract for the bi-annual maintenance of the heating, ventilating and air conditioning ("HVAC") system servicing the Premises with a reputable certified HVAC contractor as recommended by the manufacturer and provide a copy to Landlord of each and every contract. The service contract must become effective upon the date which is thirty (30) days after the Commencement Date. Tenant shall from time to time upon Landlord's request furnish proof reasonably satisfactory to Landlord that all such systems and equipment are being serviced in accordance with the maintenance/service contract. Within the thirty (30) day period preceding Tenant's vacating the Premises for any reason, whether due to expiration or earlier termination of this Lease, or otherwise, Tenant shall have the HVAC systems and equipment checked and serviced to insure proper functioning and shall furnish Landlord satisfactory proof thereof upon Landlord's request. If Tenant fails, refuses or neglects to properly maintain the HVAC or to commence or complete any of the repairs or replacements required to be made to the HVAC by Tenant under this Section promptly and adequately, then, in addition to any other remedy Landlord may have, Landlord may, but shall not be required to, make or complete such maintenance, repairs or replacements and Tenant shall pay the cost and expense thereof, plus a charge of twenty-five percent (25%) thereof, to Landlord upon demand as Additional Rent. Provided Tenant has complied with the foregoing provisions in connection with HVAC maintenance, Landlord shall be responsible for any replacement of the HVAC, provided that such replacement is not due to the acts or omissions of the Tenant, its agents, contractors, employees, invitees, or any other party for whom the Tenant is responsible.

ARTICLE 7

LEGAL REQUIREMENTS; GOVERNING DOCUMENTS; FLOOR LOADS

Section 7.1 At all times during the Term, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders, directives and regulations (collectively, the "**Legal Requirements**") of all state, federal, municipal and local governments, departments, commissions, bureaus and boards and any directives or directions of any public officer acting under or pursuant to law (each, a "**Legal Authority**"; collectively, the "**Legal Authorities**"), and any orders, rules or regulations of any of the Board of Fire Underwriters or the Insurance Services Office or any similar body (each, an "**Insurance Body**"; collectively, the "**Insurance Bodies**") which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises. Notwithstanding the foregoing, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by virtue of its Alterations or its manner of use or occupancy of the Premises or method of operation therein, necessitated compliance with any Legal Requirements with respect thereto.

Section 7.2 Tenant shall not do or permit any act or thing to be done in or to the Premises which is contrary to or in violation of any Legal Requirement or Governing Document, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the Premises or the Building, or which shall or might subject Landlord to any liability or responsibility to any person or entity for personal injury or for property damage. Tenant shall not keep anything in the Premises except as now or hereafter permitted by the fire department or any Insurance Body having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the Building, and shall not use the Premises in any manner (other than the Permitted Use) which will increase the insurance rate for the Building or any property located therein over that in effect prior to the commencement of Tenant's occupancy.

Section 7.3 Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this Article 7 and, if by reason of such failure, the fire insurance rate shall, at the time in question, be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that portion

of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant to comply with the terms of this Article 7.

Section 7.4 Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

Section 7.5 This Lease and all of the terms hereof are subject to any and all applicable present or future matters of record affecting the Premises, the Property or arising out of any reciprocal easement or similar agreement affecting the Premises. Tenant shall observe and comply with all Governing Documents relating to or affecting Tenant's use of the Premises and shall not use, occupy, suffer or permit the Premises, or any part thereof, to be used or occupied in violation of any Governing Documents.

ARTICLE 8 HAZARDOUS MATERIALS

Section 8.1 As used in this Lease, the term "**Hazardous Material**" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances, defined as or included in the definition of "hazardous substances", "hazardous wastes", infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

Section 8.2 Tenant shall not cause, exacerbate or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Premises, the Building, the Property by Tenant or its employees, guests, customers, clients, invitees, agents, sublessees or assignees. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant, its agents or subleases or assignees. Notwithstanding the foregoing, Tenant shall be allowed to store and use office products customarily available through retail outlets and used in general offices that would otherwise be classified as Hazardous Materials and the presence of such products in the Premises shall not be deemed to be a default hereunder unless stored or used in violation of any applicable Legal Requirements.

Section 8.3 If Hazardous Materials are discovered upon, in, or under the Premises, the Building, the Property, and the applicable Legal Authority requires the removal and/or remediation of such Hazardous Materials, Tenant shall remove and/or remediate such Hazardous Materials to the extent the existence of the same were caused, exacerbated or permitted by Tenant or its employees, guests, customers, clients, invitees, agents, affiliates, sublessees or assignees.

Section 8.4 The respective rights and obligations of Landlord and Tenant under this Article 8 shall survive the Expiration Date.

ARTICLE 9
SUBORDINATION; ATTORNMEN

Section 9.1 This Lease is and shall be subject and subordinate to all ground or underlying leases now or hereafter affecting the Building or the Property (any such lease being referred to as a “**Superior Lease**”), and to all mortgages and deeds of trust or other instruments now or hereafter creating an interest in or affecting title to the Building or the Property (any such mortgage, deed of trust or other instrument is hereinafter called a “**Mortgage**”), and to all renewals, modifications, consolidations, replacements and extensions of any such Superior Lease and Mortgage. This clause shall be self-operative and no further instrument of subordination shall be required by the lessor of any Superior Lease (each, a “**Lessor**” and collectively, the “**Lessors**”) or the holder of any Mortgage (each, a “**Mortgagee**” and collectively, the “**Mortgagees**”). Notwithstanding the foregoing, upon ten (10) days’ prior written notice, Tenant will execute and deliver any written instrument, in recordable form if requested, evidencing such subordination as may be requested by Landlord, a Mortgagee, or a Lessor. In the event of termination of any Superior Lease or Mortgage, Tenant shall, at the option of the successor in interest to Landlord, be and become Tenant of such successor in interest, and shall attorn to such successor in interest, and shall, at the request of such successor in interest, enter into a new lease for the balance of the Term on the same terms and conditions as are in this Lease contained. Provided Tenant has been informed in writing of the names and addresses to which the notices should be sent, Tenant shall give prompt written notice of any default by Landlord to the holder of all Superior Leases and Mortgages if the default is such as to give Tenant a right to (i) terminate this Lease; (ii) reduce the Rent or any other sums reserved; or (iii) credit or offset any amounts against Rent due. Any Mortgagee or Lessor shall have the right to cure Landlord’s default within thirty (30) days after receipt of notice from Tenant that Landlord has failed to cure a default; and no such rights or remedies shall be exercised by Tenant until the expiration of said thirty (30) days (or such additional time reasonably required to cure such default).

ARTICLE 10
INDEMNITY; INSURANCE

Section 10.1 (A) To the fullest extent allowed by law, Tenant shall protect, defend, save harmless and indemnify Landlord, and Landlord’s affiliates, directors, managers, officers, employees, property managers and agents (“**Landlord Indemnitees**”), from and against all losses, claims, liabilities, injuries, expenses (including attorney fees, paralegal fees, court costs and costs of appeal), lawsuits and damages of whatever nature that are claimed to have been caused by, or that result from any act or omission of Tenant or its subtenants, concessionaires, employees, agents, contractors, subcontractors and invitees no matter where occurring. Tenant’s covenants under this Article shall not apply to the extent that a court of competent jurisdiction finds (after Landlord has exhausted all rights of appeal) that the liability for which indemnity is sought arose solely as a result of Landlord’s own negligence or willful misconduct. If any claim by a Landlord Indemnitee involves a claim, demand, action, or proceeding by a third party (“**Third Party Claim**”), Tenant may, following notice and consultation with the appropriate Landlord Indemnitee, defend against the Third Party Claim with the prior written consent of such Landlord Indemnitee using counsel deemed acceptable to such Landlord Indemnitee. In the event Tenant does not elect to defend the Third Party Claim, then the Landlord Indemnitee may defend the same and may compromise or settle such litigation. Tenant shall promptly pay to the Landlord Indemnitee upon demand the amount of all indemnifiable damages incurred, or that otherwise would be incurred, by such Landlord Indemnitee in connection with the defense against, investigation of, and settlement of the Third Party Claim. If no settlement of the Third Party Claim is made, Tenant shall also satisfy any judgment

rendered with respect to such claim before Landlord Indemnitee would otherwise be required to do so, and shall pay all indemnifiable damages incurred by Landlord Indemnitee with respect thereto. The provisions of this Article shall be deemed to supplement all other indemnities and similar covenants made hereunder by Tenant in favor of Landlord Indemnitees and shall survive the termination of this Lease without limitation.

(B) Landlord and Landlord's managers, agents, employees, officers and directors shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any person or entity whomsoever, for injury to person or damage to or loss of property (i) occurring in, on or about the Premises, regardless of the cause; (ii) occurring within the Common Area (hereinafter defined), if caused by the negligence or misconduct of Tenant, its officers, partners, employees, agents, subtenants, licensees or concessionaires; (iii) arising out of the use of the Premises by Tenant and the conduct of its business therein; (iv) arising out of any breach or default by Tenant in the performance of its obligations hereunder; (v) occasioned by or through the acts or omissions of other tenants of the Building or of any other persons or entities whomsoever, excepting only the negligence or willful misconduct of duly authorized employees and agents of Landlord; or (vi) resulting from any other cause except Landlord's sole negligence or willful misconduct; and, in any of such events, Tenant hereby agrees to indemnify Landlord and Landlord's managers, agents, employees, officers and/or directors and hold each of them harmless from any and all liability, loss, damage, claim, action or expense (including, without limitation, all court costs and attorneys' fees) arising out of such damage or injury due to any of the causes described above (other than those described in clauses (v) and (vi) above). The provisions of this Section 10.1(B) shall survive the termination of this Lease with respect to any claims or liability attributable to acts, omissions, occurrences and/or conditions existing or occurring prior to such termination.

Section 10.2 (A) Tenant shall obtain and keep in full force and effect commencing upon Tenant's occupancy of the Premises and continuing during the Term:

- (1) a policy of commercial general liability and property damage insurance with broad form liability coverage, including contractual liability coverage with respect to Tenant's obligations under Section 10.1, and personal injury liability coverage, against claims for personal injury, death and/or property damage occurring in or about the Premises, the Property, under which the minimum limits of liability including products liability and completed operations shall be a combined single limit with respect to each occurrence in an amount of not less than Three Million Dollars (\$3,000,000.00) for injury or death and damage to property (or in any increased amount reasonably required by Landlord); it being agreed and understood that such limit of coverage may be provided by Tenant's commercial general liability and property damage policy in conjunction with an umbrella or excess liability policy;
- (2) insurance against loss or damage to Tenant's Property by fire and such other risks and hazards (including, during the period of any construction by Tenant in the Premises, casualty insurance in the so-called "Builder's Risk Completed Value Non-Reporting Form"), burglary, theft and breakage of glass within the Premises as are insurable under the available standard forms of "special form" or "all-risk" insurance policies for the full replacement cost value thereof (including an "agreed amount" endorsement); and
- (3) worker's compensation and disability insurance, in such amounts as shall be required, from time to time during the Term, by Legal Requirements of any applicable Legal Authority.

(B) For purposes of this Lease, Tenant hereby agrees that Landlord, Landlord's managing agent, if any, and all Lessors and Mortgagees, respectively, as the case may be, shall be designated as additional insureds, and that each policy of insurance shall contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, and shall provide that it will be non-cancelable with respect to the additional insureds without thirty (30) days written notice to such additional insureds. A certificate of each of the required policies shall be delivered to Landlord on or prior to the Commencement Date or any earlier date of entry upon the Premises by Tenant or anyone claiming by or under Tenant. During the Term of this Lease, Landlord shall have the right to require Tenant to increase its minimum, single limits of liability coverage from time to time in accordance with customary amounts maintained by tenants conducting similar businesses within similar projects.

(C) All insurance required to be carried by Tenant pursuant to the terms of this Lease shall be effected under valid and enforceable policies issued by reputable insurers licensed to do business in the State of Ohio, and rated A-VIII or better according to the standards set by A. M. Best Company (or a similar rating by an equivalent rating company).

(D) Landlord hereby agrees that Tenant shall have the right to provide the insurance which is required hereunder as part of so-called "blanket insurance policies" which insure other properties of Tenant, provided, however, that such "blanket insurance" policies provide for an adequate reserve to cover any casualty, damage or injury at the Building, Property or Premises for which Tenant is required to obtain insurance coverage hereunder.

(E) Tenant shall pay all premiums and charges for all of such policies, and if Tenant shall fail to make any payment when due or carry any such policy, Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount paid by Landlord, with interest thereon at the Interest Rate, shall be repaid to Landlord by Tenant on demand as Additional Rent hereunder.

Section 10.3 Each of Landlord and Tenant hereby waive all right of recovery against the other party in connection with any loss or damage to the Property, the Building, or the Premises (including, without limitation, improvements in and to the Premises made by either Landlord or Tenant and/or to Tenant's chattels therein) caused by any of the perils covered or required to be covered by insurance hereunder (including any election to self-insure by Tenant as to which Tenant shall be deemed to be the "insurer" and have waived all right of recovery by way of subrogation against Landlord). Each insurance policy carried by Landlord or Tenant and insuring all or any part of the Property, the Building, the Premises, including improvements, alterations and changes in and to the Premises made by either of them, and Tenant's trade fixtures therein, shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damage to the Premises, property or businesses caused by any of the perils covered by fire and extended coverage insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it.

Section 10.4 Neither Landlord nor any Lessor nor any Mortgagee, nor any partner, director, officer, agent, servant or employee of Landlord or any such Lessor or Mortgagee shall be liable for any damage caused by other tenants or persons in, upon or about the Building, or caused by operations in construction of any private, public or quasi-public work; or even if negligent, for any consequential damages arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming by, through or under Tenant.

Section 10.5 All Tenant's Property and personal property belonging to Tenant's employees, customers, and other invitees located in or about the Premises or the Building shall be there at the sole risk of Tenant or such other person, and neither Landlord nor Landlord's agents or employees shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto caused by water, snow, frost, steam, heat, cold, dampness, falling plaster, explosions, sewers or sewerage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds, and including any such damage or injury caused by any act or neglect of other tenants or occupants of the Building.

Section 10.6 Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord, a non-deductible:

- (1) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence combined single limit/Five Million and 00/100 Dollars (\$5,000,000.00) general aggregate (but not less than Three Million and 00/100 Dollars (\$3,000,000.00) per location aggregate);
- (2) umbrella/excess liability insurance policy of not less than Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) aggregate;
- (3) automobile liability insurance policy with limits for each occurrence of not less than One Million and 00/100 Dollars (\$1,000,000.00) with respect to personal injury or death and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) with respect to property damage; and
- (4) worker's compensation insurance policy or similar insurance in form and amounts required by law.

ARTICLE 11 DESTRUCTION, FIRE AND OTHER CASUALTY

Section 11.1 (A) If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter set forth.

(B) If the Premises are partially or wholly damaged or rendered unusable by fire or other casualty, the damage thereto shall be repaired by and at the expense of Landlord such that the Premises are returned to substantially their condition on the Commencement Date and until such repairs which are required to be performed by Landlord shall be Substantially Completed, the Fixed Rent shall abate commencing on the day following the casualty in the same proportion as the part of the Premises rendered unusable to Tenant bears to the whole of the Premises. Tenant's liability for payment of Fixed Rent shall resume ten (10) days after written notice from Landlord that such repairs to the Premises have been Substantially Completed. Landlord shall make the repairs and restorations with all reasonable speed subject to delays resulting from or caused by (1) Unavoidable Delays, or (2) adjustment of insurance claims. Tenant acknowledges that Landlord will not carry insurance on any of Tenant's Property or any improvements performed by Tenant and agrees that Tenant will be obligated to repair any damage thereto or replace the same.

(C) Notwithstanding anything to the contrary contained herein, if the Premises are totally damaged or rendered wholly unusable, or (whether or not the Premises are damaged in whole or in part) if the Building shall be “substantially damaged” in that at least fifty percent (50%) shall be damaged or rendered unusable, or if the Building shall be damaged and Landlord estimates in good faith that the repair or restoration of such damage cannot reasonably be completed (without the payment of overtime) within one hundred eighty (180) days after the date of the damage, or if the holder of any Mortgage requires the application of any insurance proceeds with respect to such damage to be applied to the outstanding balance of the obligation secured thereby, then, in any of such events, Landlord may elect to terminate this Lease by written notice to Tenant given within ninety (90) days after such fire or casualty specifying the Expiration Date of this Lease, which date shall not be more than sixty (60) days after the giving of such notice. Further, if the Premises shall be damaged to the extent of more than twenty percent (20%) of its replacement cost during the last year of the Term, either Landlord or Tenant may elect by notice, given within thirty (30) days after the occurrence of such damage, to terminate this Lease and if either party makes such election, the Expiration Date shall be the thirtieth (30th) day after notice of such election is given by such party.

Section 11.2 After the occurrence of any such casualty, Tenant shall cooperate with Landlord’s repairs and restoration by removing from the Premises as promptly as reasonably possible, all salvageable Tenant’s Property.

ARTICLE 12 EMINENT DOMAIN

Section 12.1 (A) If the whole of the Property or the Premises shall be acquired or condemned for any public or quasi-public use or purpose (collectively a “**Taking**”), the Expiration Date of this Lease shall be the day preceding the date title to the taken property vests in the taking authority or its designee.

(B) In the event of a Taking of part of the Property and/or Premises, then, this Lease and the Term shall continue, except that: (1) if the Taking involves a portion of the Premises, Fixed Rent and Tenant’s Pro Rata Share shall each be reduced in the proportion which the area of the Taking bears to the total area of the Premises immediately prior to such Taking effective from and after the date title to the taken portion vests in the Taking authority or its designee; (2) whether or not the Premises are affected, if the Taking involves a material portion of the Property as determined by Landlord in its sole discretion, Landlord, at its option, may terminate this Lease by notice to Tenant given within sixty (60) days following the vesting of title in the Taking authority, on an Expiration Date to be specified in Landlord’s notice that is not less than sixty (60) days following Tenant’s receipt thereof; and (3) if the Taking includes at least thirty-five percent (35%) of the total rentable area of the Premises immediately prior to such Taking, or by reason of such Taking, Tenant no longer has a reasonable means of access to the Premises, Tenant may terminate this Lease by notice to Landlord given within sixty (60) days following the vesting of title in the Taking authority, on an Expiration Date to be specified in Tenant’s notice that is not less than sixty (60) days following Landlord’s receipt thereof. In the event of any termination of this Lease pursuant to this Section, Fixed Rent and Additional Charges shall be apportioned and any prepaid portion thereof for the period subsequent to the Expiration Date shall be refunded to Tenant.

(C) If any part of the Premises is Taken and this Lease is not terminated pursuant to the foregoing provisions of this Section 12.1, Landlord, at Landlord’s expense, shall restore that part of the Premises not so Taken to an architectural whole, exclusive of Tenant’s Property and Alterations, and upon substantial completion thereof, Tenant shall restore the remainder of the Premises for the Permitted Use in the manner applicable to Alterations.

Section 12.2 In the event of any Taking of all or any part of the Property, Landlord shall be entitled to receive the entire award paid in connection therewith and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of the Term, Tenant hereby expressly assigning any interest therein to which it would otherwise be entitled to Landlord. Nothing contained in this Section 12.2 shall be deemed to prevent Tenant from making a separate claim in any condemnation proceedings for the then value of any Tenant's Property included in such Taking, and/or for any moving or relocation expenses, provided same does not reduce or otherwise adversely affect the award payable to Landlord.

ARTICLE 13
ASSIGNMENT; SUBLETTING; MORTGAGE, ETC.

Section 13.1 (A) Tenant agrees that it shall not, without the prior written consent of Landlord in each instance, enter into any license or concession agreement, sublet or otherwise suffer or permit the Premises or any part thereof to be used by others, mortgage, hypothecate, transfer, assign or otherwise encumber this Lease or Tenant's interest herein except as is otherwise expressly set forth below in this Article 13. For purposes of this Article 13, the term "assignment" shall be deemed to include, but shall not be limited to the following, whether occurring at any one time or over a period of time through a series of transfers: (i) the sale or transfer of all or substantially all of the assets of, or the sale, assignment or transfer of any issued or outstanding stock, partnership interests, membership interests or other ownership interests which results in a change in the control of Tenant, or a change in control in any entity which directly or indirectly controls Tenant; and (ii) the issuance of any additional stock, partnership interests, membership interests or other ownership interests, if the issuance of such additional stock, partnership interests, membership interests or other ownership interests will result in a change of the controlling ownership of any entity described in (i), above, as held by the shareholders, partners, members or other owners thereof when such corporation, partnership, limited liability company or other entity.

(B) In the event of any assignment or subletting, Tenant shall nevertheless remain liable for the performance of all covenants and conditions of this Lease. In the case of an assignment, such liability shall be joint and several with the assignee. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express written consent of Landlord as to any further assignment or subletting.

(C) Tenant shall reimburse Landlord on demand for any costs that may be incurred by Landlord in connection with any request for Landlord's consent to a proposed assignment or subletting, including, without limitation, attorneys' fees and disbursements.

Section 13.2 If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant without the consent of Landlord, such assignment or occupancy shall be void and of no force and effect against Landlord; except that, Landlord may collect rent from the assignee, subtenant or other occupant as a fee for its use and occupancy, and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the covenants of Tenant pursuant to this Lease, or the acceptance of the assignee, subtenant or occupant as tenant of Landlord or entitled to possession of the Premises.

Section 13.3 (A) In connection with Tenant's request for consent to any proposed assignment or sublease, Tenant shall submit to Landlord a statement (the "**Tenant's Assignment/Subletting Notice**") containing the name and address of the proposed assignee or subtenant and all of the principal terms and conditions of the proposed assignment or subletting including, without limitation, the proposed commencement and expiration dates of the term of the sublease or the effective date of any proposed assignment, a sketch of the space proposed to be sublet if less than the entire

Premises, the nature of the proposed assignee's or subtenant's business, any variation in the Permitted Use that may be required to accommodate the proposed assignee's business, and such financial and other information with respect to the proposed assignee or subtenant as Landlord may request. Within thirty (30) days after receipt of Tenant's Assignment/Subletting Notice, Landlord shall have the option, upon written notice to Tenant, to cancel this Lease in the case of a proposed assignment of this Lease or a proposed subleasing of all of the Premises, or to cancel this Lease with respect to the portion to be so subleased, in which latter event the Fixed Rent and Additional Charges shall be adjusted on the basis of the number of square feet of rentable area of the Premises retained by Tenant, and this Lease as so amended shall continue thereafter in full force and effect. If Landlord wishes to exercise such option to cancel, Landlord shall specify the date as of which such cancellation is effective, which date shall not be less than thirty (30) and not more than ninety (90) days after the date on which Landlord sends Landlord's cancellation notice to Tenant.

(B) If Landlord, upon receiving Tenant's Assignment/Subletting Notice, shall not exercise its right to cancel, then Landlord's consent (which must be in writing) to the proposed assignment of this Lease or sublease of all or substantially all of the Premises shall not be unreasonably withheld, provided further that:

- (1) Tenant shall not be in default in the performance of any of its obligations under this Lease, either at the time Landlord's consent to such subletting or assignment is requested or at the commencement of the term of any proposed sublease or on the effective date of any such assignment;
- (2) the proposed subtenant or assignee, as the case may be, is of a character and engaged in a business in keeping with the standards of the other tenancies in the Building;
- (3) the proposed subtenant or assignee (a) is not a tenant of any space in the Building or in any Related Properties, and (b) is not a person with whom (i) Landlord is then negotiating or discussing the lease of space in the Building, or (ii) Landlord, or any corporation, partnership, limited liability company or other entity, directly or indirectly controlled by, controlling, or under common control with Landlord is then negotiating or discussing the lease of space in any Related Properties, respectively, at the time of receipt of the Tenant's Assignment/Subletting Notice; and
- (4) the type of business to be conducted or the proposed use of the Premises by the proposed subtenant or assignee, respectively shall not require modification of the Permitted Use, violate any restriction in favor of another tenant or occupant of the Building, or be a use prohibited by Section 4.3 hereof.

Section 13.4 If Tenant assigns this Lease or subleases the Premises, then, within ten (10) days of the execution thereof, Tenant shall deliver to Landlord (A) in the case of an assignment, a duplicate original counterpart of an Assignment and Assumption of Lease in form and substance theretofore approved by Landlord, duly executed by Tenant and the assignee, pursuant to which the assignee agrees to assume, perform and be bound by, all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, and (B) in the case of a subletting, an executed duplicate original of the sublease in form and substance theretofore approved by Landlord.

Section 13.5 If Tenant shall receive any consideration from its assignee for or in connection with the assignment of Tenant's interest in this Lease, or if Tenant shall sublet the Premises to anyone for

rents or other consideration which for any period shall exceed the Fixed Rent and Additional Rent payable under this Lease for the same period, then in either such case Tenant shall account to Landlord therefor and shall pay to Landlord, as additional rent hereunder, fifty percent (50%) of all of the “**Net Profit**”. “**Net Profit**” shall be payable to Landlord as and when received and shall mean the positive difference between: (1) the total rent and other consideration paid to Tenant from the subtenant or assignee, and (2) the sum of the Fixed Rent and Additional Rent due hereunder plus the costs of the sublease or assignment, including brokerage commissions and attorney’s fees, to the extent the same are reasonable and are actually paid by Tenant.

ARTICLE 14 UTILITIES

Section 14.1 The cost of electricity, gas, cleaning services, data, and telephone services shall be paid by Tenant directly to the provider of such utilities. As part of Operating Expenses, Landlord will invoice Tenant its pro-rata share or sub-metered water and sewer usage.

Section 14.2 Tenant covenants and agrees that at all times its use of electric current will not exceed normal office use, nor the capacity of existing feeders to the Building or the risers or wiring installation and Tenant will not use any electrical equipment which will exceed normal office use nor overload such installations or interfere with the use thereof by other tenants of the Building. For purposes hereof, “normal office use” shall include, but not be limited to, fluorescent and incandescent lighting, including task and ambient light systems, normal office equipment, including, but not limited to duplicating (reproducing) machines, computers, terminals, communications and audiovisual equipment, vending machines and kitchen equipment.

Section 14.3 Landlord, while not warranting that any of the Building services stipulated in this Article 14 or any utilities shall be free from interruptions or suspensions caused by Unavoidable Delays, repairs, renewals, improvements or alterations, and subject to Section 24.2, shall nevertheless diligently attempt to make such repairs to Building distribution lines and facilities as may be required to restore any such service so interrupted or suspended. An interruption or suspension of, or fluctuation in, any Building service (resulting from any of said cause or causes) shall never be deemed an eviction or disturbance of Tenant’s use and possession of the Premises, or any part thereof, nor render Landlord liable to Tenant for damages, nor relieve Tenant from performance of Tenant’s covenants and agreements hereunder, including, without limitation, Tenant’s obligation to pay Fixed Rent and/or Additional Rent.

Section 14.4 At Landlord’s option, Tenant shall purchase from Landlord or its designee, at commercially reasonable rates, all lighting tubes, lamps, bulbs and ballasts used in the Premises and Tenant shall pay, on demand, as Additional Rent, Landlord’s reasonable charges for providing and installing the same. All expense of maintenance and cleaning of fluorescent lighting equipment including but not limited to the replacement of ballasts and starters located in the Premises shall be borne by Tenant.

ARTICLE 15 ACCESS TO PREMISES

Section 15.1 (A) Landlord, or Landlord’s agents, shall have the right (but shall not be obligated) to enter the Premises, in an emergency at any time, and in all other circumstances at reasonable times, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary or desirable to any portion of the Building or which Landlord may elect to perform in the Premises following Tenant’s failure to make repairs or perform any work which Tenant is obligated to perform under this Lease, or for any other reasonable purpose. Tenant shall permit Landlord, and other tenants of the Building, to use, maintain and replace ducts, exhausts, cables, risers, pipes and conduits in

and through the Premises and to erect new ducts, exhausts, cables, risers, pipes and conduits therein, provided such new pipes and conduits are, to the extent practicable, within the walls, above the ceiling or below the finished floor. Landlord may, during the progress of any work in the Premises, take all necessary materials and equipment into the Premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of Rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. The rights granted to Landlord in this Section 15.1(A) shall extend to other tenants of the Building to the extent such tenants require access to the Premises for the installation, maintenance, repair and/or replacement of utilities, cabling and other building systems servicing such tenant's premises during the buildout of such tenant's premises and at any other time during the Term.

(B) Throughout the Term, Landlord shall have the right to enter the Premises for the purpose of showing the same to prospective purchasers or Mortgagees or Lessors. During the twelve (12) month period prior to the Expiration Date, Landlord may exhibit the Premises to prospective tenants, and, during the last ninety (90) days of the Term, if Tenant shall have removed substantially all of Tenant's Property from the Premises, for the purpose of altering, remodeling, repairing, renovating or otherwise preparing the Premises for re-tenanting. Any entry hereunder by Landlord shall be at reasonable times after notice to Tenant.

(C) If Tenant is not present to open and permit an entry into the Premises, Landlord or Landlord's agents may enter the same whenever such entry may be permissible by master key, provided reasonable care is exercised to safeguard Tenant's property. Such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected thereby.

(D) Landlord agrees to exercise reasonable efforts to minimize any disruption of Tenant's business operations in the Premises during the exercise of Landlord's rights under this Article 15, but Landlord shall have no liability for any such disruption that may occur.

ARTICLE 16
PARKING – Intentionally Omitted

ARTICLE 17
DEFAULT

Section 17.1 Each of the following events or occurrences shall be an “**Event of Default**” hereunder:

- (A) if Tenant shall default in the payment when due of any installment of Fixed Rent or any other item of Rent and such default shall continue for five (5) days; or
- (B) if Tenant's interest or any portion thereof in this Lease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as expressly permitted under Article 13 hereof; or
- (C) if Tenant or any assignee or sublessee of the entire Premises shall file or have filed against it a petition in any court for bankruptcy, reorganization, composition or similar proceeding, or makes an assignment for the benefit of creditors, or seeking the appointment of a receiver of any property of Tenant in any action, suit, or proceeding by or against Tenant, or if the interest of Tenant in the Premises or in any assets or property of Tenant shall be offered for sale or sold under execution or other legal process; or

- (D) if Tenant shall default in the observance or performance of any other term, covenant or condition of this Lease on Tenant's part to be observed or performed and Tenant shall fail to remedy such default within fifteen (15) days after notice thereof by Landlord, except that if Tenant has commenced the cure thereof within said period and the noticed default is of such nature that it cannot be completely remedied within fifteen (15) days, then Tenant shall be entitled to such additional period as is reasonably necessary to complete the cure thereof with diligence.

ARTICLE 18

REMEDIES AND DAMAGES

Section 18.1 If any Event of Default shall occur, Landlord, at any time thereafter, at its option, may give written notice to Tenant terminating this Lease. In the alternative, Landlord may terminate Tenant's right of possession without terminating this Lease. In either event, Landlord may, without demand or notice, re-enter and retake possession of the Premises by summary proceedings, self-help or otherwise, with or without process of law, and dispossess Tenant of the Premises, all without being deemed guilty of a trespass and without prejudice to any remedies for nonpayment or late payment of rent or for breach of covenant.

Section 18.2 No reentry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless notice of such intention is given to Tenant. In the event Landlord obtains possession of the Premises following an Event of Default, Landlord shall use reasonable efforts to mitigate Landlord's damages by reason of such Event of Default; provided, however, in no event shall Landlord be obligated to relet the Premises (or any portion thereof) to any assignee to whom assignment of this Lease could be refused by Landlord under Article 13 hereof. Further, if there is vacant space in the Building or any of the Related Properties at the time Landlord repossesses the Premises that competes for leasing opportunities with the Premises, or would compete with the Premises for such leasing opportunities if subdivided from larger vacant space (collectively, the "**Competing Spaces**"), Landlord shall have no duty to show or lease the Premises until all Competing Spaces have been leased. Subject to the foregoing condition, Landlord's re-letting efforts shall be deemed reasonable and sufficient if Landlord lists the Premises for lease with a broker. Provided Landlord has used reasonable efforts to relet the Premises, the failure of Landlord to relet, or if relet, to collect Fixed Rent or Additional Rent under such reletting shall not release, reduce or otherwise affect Tenant's liability for Landlord's damages.

Section 18.3 If Landlord terminates this Lease or Tenant's right of possession or if Landlord reenters the Premises without terminating this Lease, Tenant shall remain liable for and shall pay Landlord on demand: (A) any unpaid Rent due at the time of termination, plus interest thereon from the due date at the Interest Rate; (B) any and all expenses (including, without limitation, reasonable attorneys' fees and brokerage fees) incurred by Landlord in reentering and repossessing the Premises, in making good any Event of Default by Tenant, in painting, altering, repairing or dividing the Premises, and in reletting the Premises; and (C) any other amount necessary to compensate Landlord for any other detriment incurred by Landlord due to Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would likely result therefrom. In addition, Tenant shall remain liable for (I) Rent until the Expiration Date less (II) the net proceeds received by Landlord from any reletting prior to the date this Lease would have expired if it had not been terminated. Tenant agrees to pay to Landlord the amount so owed above for each month during the term of this Lease at the beginning of each such month. Any suit brought by Landlord to enforce collection of such amount for any one or more months shall not prejudice Landlord's right to enforce the collection of any such amount for any subsequent month. In addition to the foregoing, and without regard to whether this Lease has been terminated, Tenant shall pay to Landlord all costs incurred by Landlord, including, without limitation, reasonable

attorneys' fees, with respect to any lawsuit or action instituted or taken by Landlord to enforce the provisions of this Lease. Tenant's liability shall survive the institution of summary proceedings and the issuance of a warrant or writ thereunder. If for any period, Landlord's receipts from the Premises exceed the Rent due from Tenant for that period, any such sum shall be the sole property of Landlord and Tenant will not be entitled to a credit therefor.

Section 18.4 At any time after the occurrence of an Event of Default, Landlord shall have the right at any time, at its sole option, and in lieu of Tenant's serial liability for deficiencies in Rent pursuant to the second sentence of Section 18.3(B), to require Tenant to pay to Landlord on demand, as liquidated and agreed final damages the then present cash value of the Rent from the date of such demand to the Expiration Date, provided, however, that if such damages are limited by law to a lesser amount, Landlord shall be entitled to prove as liquidated damages the maximum amount permitted by law. In computing liquidated damages, the then present cash value of the Rent from the date of demand to the Expiration Date shall be deemed to be the sum which, if invested at the rate for Treasury Bills having a maturity date closest to the end of the term of this Lease remaining hereunder, would produce such Rent over the period of time in question, and the then cash rental value of the Premises shall be deemed prima facie to be the rental realized upon a reletting, if reletting can be accomplished by Landlord within a reasonable time after such Lease termination.

Section 18.5 In addition to the foregoing, if an Event of Default shall occur in Tenant's performance of any term, covenant or condition of this Lease to be performed by Tenant, which Event of Default may be cured by the expenditure of money, Landlord at Landlord's option may, but shall not be obligated to, on behalf of Tenant, expend such sum as may be necessary to perform and fulfill such term, covenant or condition, and any and all sums so expended by Landlord, with interest thereon at the Interest Rate from the date of such expenditure until repaid in full, shall be deemed to be Additional Rent and shall be repaid by Tenant to Landlord on demand. No such payment or expenditure by Landlord shall be deemed a waiver of the Event of Default nor shall it affect any other remedy of Landlord by reason thereof.

Section 18.6 Tenant, on its own behalf and on behalf of any persons claiming through Tenant, including, without limitation, all creditors, does hereby waive any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law (i) to redeem the Premises; (ii) to reenter or repossess the Premises; or (iii) to restore the operation of this Lease with respect to any dispossession of Tenant by judgment, warrant or writ of any court or judge, any reentry by Landlord, or any expiration or termination of this Lease, whether such dispossession, reentry, expiration or termination of this Lease shall be by operation of law or pursuant to the provisions of this Lease. The words "dispossession," "reenter," "reentry" and "reentered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

Section 18.7 In the event of any breach by Tenant or any persons claiming through Tenant of any of the provisions contained in this Lease, Landlord shall be entitled to enjoin such breach and shall have the right to invoke any right or remedy allowed at law, in equity, or otherwise, as if reentry, summary proceedings or other specific remedies were not provided for in this Lease.

Section 18.8 All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord now or hereafter existing under law.

Section 18.9 If suit is brought to recover possession of the Premises, Fixed Rent or Additional Rent due under this Lease, or because of default in Tenant's performance of any other term of this Lease to be performed by Tenant, Tenant shall pay to Landlord all expense incurred in the prosecution of such

suit, including reasonable attorneys' fees. If Landlord finds it necessary to employ the services of an attorney or any other professional in order to recover possession of the Premises, recover unpaid rent or other amounts due under the terms of this Lease, or enforce any other term of this Lease without the need to bring a lawsuit, Tenant also shall pay all expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees.

Section 18.10 To secure the payment of all Rent under this Lease, as well as the faithful performance by Tenant of its obligations under this Lease, Tenant hereby grants to Landlord a contract lien and security interest on all property (including trade fixtures, equipment, chattels, non-perishable inventory and merchandise) which may be located in the Premises, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Such lien and security interest are given in addition to any statutory lien. This lien and security interest may be foreclosed with or without court proceedings by public or private sale provided Landlord gives Tenant at least ten (10) days' notice of the time and place of such sale, and Landlord shall have the right to become the purchaser if it is the highest bidder at such sale. Tenant hereby authorizes Landlord to file a Form UCC-1 Financing Statement (the "**Financing Statement**") showing Landlord as creditor and Tenant as debtor in a form sufficient for Landlord to perfect the liens described herein, pursuant to the Uniform Commercial Code of the applicable jurisdiction ("UCC"). Said Financing Statement may be filed in the state where the Premises is located, in the state where Tenant is located for purposes of the UCC, or in any other office Landlord deems appropriate. Further, Tenant will execute said Financing Statement (if required by the UCC) and any instrument necessary to reflect any amendment, modification, or extension of the aforesaid contract lien and security interest hereby granted. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the UCC.

ARTICLE 19

BUILDING ALTERATIONS AND MANAGEMENT

Section 19.1 Landlord shall have the right, at any time during the Term, to make such changes as Landlord deems necessary or desirable in or to the Building or any components or amenities thereof, and/or the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building.

Section 19.2 Unless prohibited by applicable law, Landlord shall have the exclusive right, at any time and from time to time during the term of this Lease, to contract with utility providers, both public and private, for the utility services, including telecommunication services, supplied to the Building and/or any portion or tenant thereof and to change or terminate the services provided by any such utility provider. In the event of a change in any utility provider to the Building, Tenant shall cooperate, at all times and as reasonably necessary, with Landlord and any existing or replacement utility provider to allow Landlord and any such utility provider reasonable access to the Premises and the various utility lines within the Premises.

Section 19.3 Landlord may adopt any name for the Building, and may change the name, address, number or designation of the Building, at any time during the Term.

Section 19.4 No sign, advertisement or notice ("**Sign**") shall be inscribed, painted, affixed or displayed on the windows, doors, transoms or exterior walls of the Premises, on or in any public area of the Building or in any location within the Premises visible from outside the Premises, except at locations designated by Landlord near the entrance door to the Premises, and then only in such places, numbers, sizes, content, color and style as are approved by Landlord and which conform to all Legal Requirements, Governing Documents and to Building standards established by Landlord. Any permitted Sign, including, but not limited to, all costs of obtaining any necessary permits therefor, shall be at the sole

expense of Tenant. No exterior or interior portion of the Building shall be used by Tenant for displays, wares or Signs of any kind except as is expressly permitted hereunder. Tenant shall be solely responsible for obtaining all governmental permits and approvals required for the installation of any sign permitted by Landlord pursuant to this Section, and shall not commence the installation thereof prior to issuance of all such permits and approvals.

Section 19.5 Landlord reserves the right to grant anyone the exclusive privilege of conducting any particular business or activity in the Building so long as to do so does not impair Tenant's right to conduct the Permitted Use at the Premises.

ARTICLE 20 NO REPRESENTATIONS BY LANDLORD

Neither Landlord nor Landlord's agents or employees have made any representations or promises with respect to the physical condition of the Building, Property and/or the Premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the Premises except as may be expressly set forth in this Lease, and no rights, easements or licenses are acquired by Tenant hereunder by implication or otherwise, except as may be expressly set forth in the provisions of this Lease.

ARTICLE 21 QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that upon Tenant's timely payment of the Fixed Rent and Additional Rent and timely observing and performing all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises without interference from Landlord or anyone claiming under or through Landlord, subject to the terms and conditions of this Lease and all Superior Leases and Mortgages affecting the Property.

ARTICLE 22 WAIVERS

Section 22.1 The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any term, covenant or condition of this Lease including, without limitation, any of the Rules and Regulations, shall not be construed as a waiver of any other term, covenant, condition or rule, or as a waiver of any future right to enforce or insist upon performance of any of the same. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach, and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Fixed Rent or any payment of Additional Rent shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check (e.g., "payment under protest") or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

Section 22.2 No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept such surrender shall be valid unless such acceptance is in writing and signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys for the Premises prior to the expiration of this Lease, and the delivery of keys to any such agent or employee shall not operate as an expiration of this Lease or a surrender of the Premises.

ARTICLE 23
WAIVER OF TRIAL BY JURY

Section 23.1 It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use of or occupancy of the Premises.

Section 23.2 It is further mutually agreed that in the event Landlord commences any summary proceeding for possession of the Premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, and will not seek to consolidate such proceeding with any other action which may have been or will be brought by Tenant in any other court.

ARTICLE 24
(RESERVED)

ARTICLE 25
UNAVOIDABLE DELAYS

Section 25.1 Except as may otherwise be expressly provided in this Lease and except for financial obligations (which are expressly excluded from this Section 25.1), no conduct or act or failure to act on the part of either Landlord or Tenant or failure to perform any covenant, condition or provision of this Lease on the part of either Landlord or Tenant to be performed shall constitute a default hereunder if such conduct or act or failure to act or perform was due to causes beyond the reasonable control of Landlord or Tenant, as the case may be, and including any conduct or act or failure to act or perform caused by or resulting from act of God or the public enemy, strike, lockout, other labor disputes or disturbances, the acts or omissions of the other party, riots, insurrection, war, sabotage, terrorist actions or civil commotion, fire or other casualty, inability to procure or general shortage of labor, equipment, materials or supplies in the open market, failure of or inability to procure power or utilities, weather conditions, restrictive governmental laws or regulations, or any other reason of a like nature not the fault of the party delayed in performing such act ("**Unavoidable Delays**"). This Section 25.1 shall not be construed to excuse Landlord or Tenant from making any payments due hereunder in a timely manner as set forth in this Lease or from performing any covenant or obligation imposed under this Lease by reason of the financial inability of Landlord or Tenant, as the case may be. Such obligation to make payments or to perform such covenants or obligations shall be expressly excepted from coverage by this Section 25.1.

ARTICLE 26
NOTICES

Section 26.1 Except as otherwise expressly set forth in this Lease, any notice, consent, demands, requests or communication (each, as used in this Lease and in this Article 26, a "**notice**") which are required to be given under this Lease shall be in writing and shall be deemed sufficiently given or rendered if (A) delivered by hand (against a signed receipt), (B) sent by registered or certified mail (return receipt requested), (C) sent by email, or (D) sent by nationally recognized overnight courier, in any such case addressed to the parties at their respective addresses set forth in Article 1, or to such other address as Landlord or Tenant may designate for itself by notice to the other.

Section 26.2 Any such notice shall be deemed to have been rendered or given on the date when it shall have been hand delivered, three (3) Business Days following its deposit in the United States

Mail, the date of delivery (or first refusal) if sent by overnight courier, or on the date of the confirmed transmission if sent by email.

Section 26.3 A notice may be given by a party hereto or on such party's behalf by its attorneys.

ARTICLE 27 RULES AND REGULATIONS

Section 27.1 Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the terms of the rules and regulations as set forth on Exhibit C hereto and made a part hereof, and such other and further reasonable rules and regulations as Landlord or Landlord's agent(s) may from time to time adopt (such existing rules and regulations, as supplemented by any further rules and regulations, as aforesaid, are collectively called the "**Rules and Regulations**"). Landlord agrees that it shall enforce the Rules and Regulations in a non-discriminatory manner against the tenants of the Building. Landlord shall not be liable to Tenant for violations of any Rules and Regulations by any other tenant, its servants, employees, agents, visitors or licensees. In the event of any conflict between the Rules and Regulations and the provisions of this Lease, the provisions of this Lease shall govern and control.

ARTICLE 28 SECURITY DEPOSIT

Section 28.1 Upon the execution of this Lease by Tenant, Tenant shall deposit with Landlord the Security Deposit, such deposit to be security for the full and faithful performance and due observance by Tenant of the terms, covenants, agreements, provisions and conditions of this Lease. It is agreed that if an Event of Default shall occur under this Lease, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Fixed Rent and Additional Rent or any other sum as to which Tenant is in default hereunder, or for any sum which Landlord may expend or may be required to expend by reason of such Event of Default. If Landlord applies or retains any part of the Security Deposit, Tenant, upon demand by Landlord shall deposit with Landlord the amount so applied or retained so that Landlord shall have the full deposit available to it at all times.

Section 28.2 Provided that Tenant is not then in default under the terms, provisions, covenants, agreements and conditions of this Lease, the Security Deposit shall be returned to Tenant after the Expiration Date.

Section 28.3 In the event of a sale of the Property and/or the Building, or the leasing of the Property and/or the Building, respectively, as the case may be, Landlord shall have the right to transfer the then amount of the Security Deposit to the vendee or lessee in question, and Landlord shall thereupon be released by Tenant from all liability for the return of such Security Deposit. Tenant agrees to look solely to the new Landlord for the return of the Security Deposit; it being agreed and understood that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new Landlord hereunder.

ARTICLE 29 BROKER – No Broker

ARTICLE 30
ESTOPPEL CERTIFICATES

Section 30.1 (A) From time to time during the Term, within ten (10) days following receipt by Tenant of Landlord's request therefor, Tenant shall deliver to Landlord or its designee, at no cost or expense to Landlord, a written statement executed and acknowledged by Tenant, in form satisfactory to Landlord stating: (1) that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all such modifications); (2) the Commencement Date, Rent Commencement Date, and the date on which the Term then in effect will expire; (3) the date to which the Fixed Rent, Additional Rent and other charges hereunder have been paid, together with the amount of the monthly Fixed Rent then payable; (4) whether or not, to the best knowledge of Tenant, Landlord is in default hereunder, and setting forth the specific nature of all such defaults, if any; (5) that all work to be performed by Landlord hereunder has been satisfactorily completed, (6) the amount (or remaining balance) of the Security Deposit, if any, under this Lease; (7) whether there are any subleases affecting the Premises; (8) the address to which all notices and communications to Tenant under the Lease are to be sent; and (9) any other matters reasonably requested by Landlord.

(B) If Tenant fails or refuses to timely deliver any such estoppel certificate to Landlord, as aforesaid, and thereafter for more than five (5) days following a second request from Landlord such failure or refusal continues, Tenant shall pay Landlord as liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500) per day for each day that elapses between the expiration of such five (5) day period and the date of Tenant's delivery of the estoppel certificate.

ARTICLE 31
(RESERVED)

ARTICLE 32
SURRENDER

Section 32.1 (A) On the Expiration Date, Tenant shall quit and surrender to Landlord the Premises, vacant, broom clean, in good order and condition, maintained in the manner required by this Lease (if so maintained, ordinary wear and tear excepted), subject to the provisions of Articles 11 and 12. The foregoing shall not relieve Tenant of its obligation to comply with the requirements of Section 5.6 hereof.

(B) Tenant agrees that if possession of the Premises is not surrendered to Landlord upon the Expiration Date, then in addition to any and all other rights or remedies Landlord may have hereunder, in equity or at law, Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in the Premises after the Expiration Date, a sum equal to 1.5 times the aggregate of the Fixed Rent and Additional Rent payable under this Lease during the last full month of the Term.

(C) Tenant hereby indemnifies and agrees to save Landlord harmless from and against all claims, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) resulting from delay by Tenant in surrendering the Premises in accordance herewith, including, without limitation, any losses and damages arising out of any lost opportunities (and/or new leases), including, but not limited to, claims by, or damages to, any succeeding tenant.

ARTICLE 33
MISCELLANEOUS

Section 33.1 This Lease shall be deemed to have been jointly prepared by both of the parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of them. Further, Landlord and Tenant agree that this Lease incorporates the full agreement between the parties and that all prior drafts of this document are irrelevant and superseded by this Lease.

Section 33.2 All understandings and agreements heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Lease in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

Section 33.3 The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

Section 33.4 In no event may Tenant record this Lease or any memorandum hereof and any such recordation shall be deemed an Event of Default hereunder.

Section 33.5 If any provisions of this Lease or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of the Lease (including the remainder of such provisions) and the application thereof to the persons or circumstances shall not be affected thereby.

Section 33.6 Landlord and Tenant hereby agree that TIME SHALL BE DEEMED OF THE ESSENCE as to the observance, performance and/or enforcement of the terms and provisions of this Lease.

Section 33.7 This Lease shall be governed and construed in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of laws.

Section 33.8 If Tenant is an entity, each person executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is duly organized, and is duly qualified or authorized to do business in the State of Ohio, that the undertaking of this Lease has been duly authorized by Tenant, and that he or she is duly authorized to execute, acknowledge and deliver this Lease to Landlord. Tenant represents and warrants that execution of this Lease by Tenant shall not be a violation of any agreement to which Tenant or any affiliate of Tenant is a party.

Section 33.9 This Lease is offered for signature by Tenant and it is understood that this Lease shall not be binding upon Landlord unless and until Landlord shall have executed and delivered a fully executed copy of this Lease to Tenant.

Section 33.10 If more than one person executes this Lease as Tenant, each of them understands and hereby agrees that the obligations of each of them under this Lease are and shall be joint and several, that the term “**Tenant**” shall be deemed to mean and include each of them jointly and severally, and that the act of or notice from, or notice or refund to, or the signature of, any one or more of them, with respect to the tenancy of this Lease (including without limitation, any renewal, extension, expiration, termination or modification of this Lease) shall be binding upon each and all of the persons executing this Lease as

Tenant, with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

Section 33.11 Except as expressly otherwise provided in this Lease all of the provisions of this Lease shall bind and inure to the benefit of the parties and to their heirs, successors, representatives, executors, administrators, transferees and assigns as permitted. The term “**Landlord**” shall mean only the owner at the time in question of the Building or of a lease of the Building, so that in the event of any transfer or transfers of title to the Building or of Landlord’s interest in a lease of the Building, the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, and it shall be deemed, without further agreement, that such transferee has assumed and agreed to perform and observe all obligations of Landlord herein during the period it is the holder of landlord’s interest under this Lease. In any event, Tenant shall look only to Landlord’s estate and interest in the Building and the Property for satisfaction of Tenant’s remedies and the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its officers or agents, disclosed or undisclosed, shall be subject to execution, collection or other enforcement procedure for the satisfaction of Tenant’s remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or Tenant’s use or occupancy of the Premises.

Section 33.12 Tenant agrees to deliver to Landlord, within ten (10) days after Landlord’s request, a correct and complete copy of Tenant’s most current financial statements including, without limitation, its most current balance sheet, income statement and statement of cash flows, and all notes related thereto. Landlord agrees that it shall keep such information confidential except (i) as such information is requested by any present or future Mortgagee, and/or by any prospective Mortgagee or purchaser of the Building, and (ii) that Landlord may disclosure such information to its agents, attorneys and consultants.

Section 33.13 This Lease is and shall be subject and subordinate to any present and future easements, covenants, restrictions, and agreements between or among the various owners of the fee and any leasehold interest in the Land and/or between or among the owners of interests in the Land.

(signatures on following page)

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the day and year first above written.

Landlord:

CITY OF CLEVELAND HEIGHTS, OHIO,
an Ohio municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of **CITY OF CLEVELAND HEIGHTS, OHIO, AN OHIO MUNICIPAL CORPORATION**, an Ohio municipal corporation organized under the laws of the State of Ohio and its Charter, on behalf of the municipal corporation.

Notary Public

Approved as to form:
CITY OF CLEVELAND HEIGHTS, OHIO

By: _____
William R. Hanna, Director of Law

Tenant:

MAC'S BACKS BOOKSTORE, INC.,
an Ohio for-profit corporation

By: _____

Name: _____

Its: _____

Date: _____

Federal Identification Number: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of MAC'S BACKS BOOKSTORE, INC., an Ohio for-profit corporation, on behalf of the limited liability corporation.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

SPACE PLAN

EXHIBIT C

RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage, the Property and any additional common areas so designated by Landlord. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in or about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord pursuant to the Lease. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by Building maintenance personnel.
4. Tenant shall not place any locks on any door in the Premises or Building without Landlord's prior written consent and Landlord shall have the right to retain at all times and to use keys to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord on or prior to the Expiration Date.
5. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
6. Damage to the Building by the installation, maintenance, operation, existence or removal of property of Tenant shall be repaired at Tenant's sole expense.
7. Corridor doors, when not in use, shall be kept closed.
8. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.
9. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.

10. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises or elsewhere in or about the Building or Property. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of in the Premises or elsewhere in or about the Building or Property, any asbestos containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or hereafter be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of any necessary abatement and/or removal resulting from its failure so to do.
11. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
12. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to the Building.
13. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees, and then only if the operation does not violate the lease of any other tenant in the Building.
14. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
15. Landlord may from time to time adopt systems and procedures for the security and safety of the Building and its occupants respecting building entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
16. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking anywhere on or about the Premises, Building and/or Property.



Date: 4/16/2026

To: City Council

From: President Cuda

Subject: Music Hop 2026 Funding Request

Purpose Statement: To allocate \$7500 for the City's co-sponsorship of the Heights Music Hop which will be held Aug 28-30.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: X

If yes, why?

Is passage on first reading necessary: Yes: _____ No: X

If yes, why?

If funding is required, is it already budgeted for? Yes: X No: _____

If not already budgeted for, where will funding come from?

Fund 101.1101.2036

Proposed: 04/20/2026

RESOLUTION NO. 083-2026(COTW), *First Reading*

By President Cuda

A Resolution determining that support of the 2026 Heights Music Hop is in furtherance of a proper public purpose; authorizing a contribution of Seven Thousand Five Hundred Dollars (\$7,500) to FutureHeights, Inc. in support of the 2026 Heights Music Hop; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Future Heights is a nonprofit community development corporation that fosters civic engagements, promotes a vibrant and sustainable future, and supports cultural and community events within the City; and

WHEREAS, Future Heights has been a long-time partner working closely with the City on a number of projects including the Future Homes initiative; and

WHEREAS, the Heights Music Hop is an annual community music festival organized by Future Heights that promotes local artists and musicians, supports small businesses, and enriches the cultural vitality of the City; and

WHEREAS, for the past 13 years, the Heights Music Hop has attracted residents and visitors alike, providing economic and social benefits to the community; and

WHEREAS, the City recognizes the value of community arts and culture in enhancing quality of life and fostering economic development and wishes to support this event through a financial contribution; and

WHEREAS, this Council finds it necessary and appropriate to donate Seven Thousand Five Hundred Dollars (\$7,500) to Future Heights in support of the 2026 Heights Music Hop, with such funds to be allocated from Council's Discretionary Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, OH, that:

SECTION 1. The Director of Finance is hereby authorized and directed to issue a payment of Seven Thousand, Five Hundred Dollars (\$7,500) to FutureHeights, Inc. in support of the 2026 Heights Music Hop (the "Award"), which this Council hereby determines to be a proper public purpose. Monies comprising the Award shall be disbursed from Council's Discretionary Fund.

SECTION 2. By accepting these funds, FutureHeights, Inc. thereby agrees to expend the Award in furtherance of the 2026 Heights Music Hop and in accordance with applicable law, and to provide Council, within thirty (30) days of the completion of the 2026 Heights Music Hop, with receipts and any other documentation Council requests for the purpose of verifying the Award was so expended, and to refund any portion of

RESOLUTION NO. 083-2026(COTW)

the Award Council determines, in its sole reasonable discretion, was not expended in accordance with this Section.

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to support the planning and success of the 2026 Heights Music Hop in a timely manner. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Date: 4/14/2026

To: City Council

From: Councilor DeWitt-Foy

Subject: Tiger 5K Funding Request

Purpose Statement:

The CHUH PTA Council is requesting \$2,500 from the City of Cleveland Heights to co-sponsor their annual Tiger 5K Event and Fundraiser, taking place Saturday, May 16. This large annual event celebrating health and community raises funds to support PTAs at each of the district schools. Cleveland Heights sponsored this event at the same level last year. The city also contributes to this event via safety forces and other in-kind contributions.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: X

If yes, why?

Is passage on first reading necessary: Yes: _____ No: X

If yes, why?

If funding is required, is it already budgeted for? Yes: _____ X No: _____

If not already budgeted for, where will funding come from?

Proposed: 04/20/2026

RESOLUTION NO. 084-2026(COTW), *First Reading*

By Councilmember DeWitt-Foy

A Resolution determining that support of the 2026 Heights Tiger 5k and Fun Run is in furtherance of a proper public purpose; authorizing a contribution of Two Thousand Five Hundred Dollars (\$2,500.00) to the CHUH School District PTA in support of the 2026 Heights Tiger 5k and Fun Run.

WHEREAS, the 5th annual Tiger 5k and Fun Run will be held on Saturday, May 16, 2026, with proceeds supporting the PTA's at Noble, Canterbury, Oxford, Roxboro, Fairfax, Gearity, and Boulevard Schools; and

WHEREAS, the mission of the Tiger 5k and Fun Run is to introduce running and fitness to students, build community, and promote healthy lifestyle choices for families; and

WHEREAS, this Council wishes to support the 2026 Heights Tiger 5k and Fun Run with a contribution of Two Thousand Five Hundred Dollars (\$2,500.00) to the CHUH School District PTA Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Director of Finance is hereby authorized and directed to issue a payment of Two Thousand, Five Hundred Dollars (\$2,500.00) to the CHUH School District PTA Council in support of the 2026 Heights Tiger 5k and Fun Run (the "Award"), which this Council hereby determines to be a proper public purpose. Monies comprising the Award shall be disbursed from Council's Discretionary Fund.

SECTION 2. By accepting these funds, CHUH School District PTA Council thereby agrees to expend the Award in accordance with the proper public purpose described herein and applicable law, and to provide Council, within thirty (30) days of the completion of the Heights Tiger 5k and Fun Run, with receipts and any other documentation Council requests for the purpose of verifying the Award was so expended, and to refund any portion of the Award Council determines, in its sole reasonable discretion, was not expended in accordance with this Section.

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

RESOLUTION NO. 084-2026(COTW)

SECTION 4. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 5. This Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

JIM PETRAS
Mayor



Date: 3/18/2026

To: City Council

From: Andres Gonzalez, Director of Parks & Rec

Subject: New ADA Bleachers at Denison Field

Purpose Statement:

Approved in the 2026 P&R capital budget by city council was brand new ADA bleachers at Forest Hill Baseball complex. This legislation allows us to enter in to a contract with Farnham Equipment who is a Sourcewell cooperative purchasing vendor to purchase these bleachers. The existing bleachers are failing and are not ADA compliant.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why?

To allow the legislation to become effective immediately once passed by city council.

Is passage on first reading necessary: Yes: _____ No: X

If yes, why?

.

If funding is required, is it already budgeted for? Yes: X No: _____

It is funded out of our capital budget, fund 402.

If not already budgeted for, where will funding come from?



Farnham Equipment Company
930 Kingsmill Parkway
Columbus, OH 43229

Phone: 614.882.0790
Fax: 614.781.9603

QUOTATION

Facility Name:	City of Cleveland Heights	Quote Number:	00016024
Contact Person:	Mike Discenzo	Quote Date:	March 16, 2026
Address:	40 Severance Cir	Service Request #:	
City/State/ZIP:	Cleveland Heights, Ohio 44118	Est Delivery:	TBD Spring/Summer 2026
Phone:		Term:	Net 30
E-Mail:	mdiscenzo@clevelandheights.gov	FOB:	Delivered and Installed

ITEM	Description	Quoted Amount
1	<u>Scope of Work: Non-elevated ADA Low Rise Bleachers for Forest Hill Park (Cleveland Heights)</u> - Quantity - 8, 4 row, 21' non-elevated low rise bleachers - Net seating capacity of 48 plus 2 ADA centered seating locations - Aluminum angle understructure 2x12 anodized aluminum seat planks with poly end caps 2x10 mill finish aluminum foot planks with aluminum end caps 10 1/2" first row seat height & 6" rise per row (28 1/2" top seat height) <i>Excludes Sales Tax.</i> <i>Includes shipping. Delivered and installed.</i> <i>On PO, Please indicate Sourcewell Contract #081523-NRS</i> <i>Does not include disposal/demo/relocation of existing bleachers.</i>	\$54,617
Total Price:		\$54,617.00

Terms and Conditions:

- Farnham Equipment Company requires written authorization or a P.O. Number to proceed with the above quoted work.**
- Tentative Scheduling Dates are based on "Estimated Delivery" ARO (After Receipt of Order) stated above. Once we have confirmation of shipment for any parts/materials required, we will reach out to schedule hard dates for work to be performed.**
- FEC's standard working hours are Monday – Thursday, with varying 10 hr. work days from 6:30am to 5:30pm. Other options are available however added cost *may* occur and will be confirmed prior to change.
- Above price does NOT include any unforeseen parts/labor determined to be required at time of inspection/service/project. Farnham Equipment Co. will advise owner's representative of any recommended parts, major repair issues and/or code compliance violations that are discovered as a result of the work quoted above.
- The above is a firm quotation valid for **30 days, unless listed specifically in Description details above.**
- All work performed by Factory Trained & Certified Technicians.
- All work performed by Farnham Equipment Company includes a One Year Limited Warranty.
- Price does NOT include any applicable sales tax, permits, or any type of fees other than items specifically listed above.

Work Authorized By:	Mike Discenzo	FEC Contact:	Tyler Miller
Signature:		Signature:	X Tyler Miller
Date:		Email:	tmiller@farnhamequipment.com
P.O. Number:		Date:	March 16, 2026
		Phone Number:	

Proposed: 04/06/2026

RESOLUTION NO. 074-2026(CRR), *Second Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement with Farnham Equipment Company for the purchase and installation of new ADA-compliant bleachers for the Forest Hill Baseball Complex; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the existing bleachers at the facility are outdated, deteriorating, and non-ADA compliant; and

WHEREAS, Section 9.48 of the Ohio Revised Code authorizes political subdivisions to participate in cooperative purchasing programs without obtaining competitive bids; and

WHEREAS, Section 171.12 of the Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the cooperative purchasing program, formerly known as the National Joint Powers Alliance, now known as the Sourcewell Cooperative Purchasing Program, without obtaining competitive bids; and

WHEREAS, Farnham Equipment Company is an authorized vendor under Sourcewell Cooperative Purchasing Contract #081523-NRS (National Recreation Systems), and has previously provided high-quality services to the City, including projects at Cain Park Theater and the Community Center main gym; and

WHEREAS, the Mayor has determined that the selected labor and materials may be purchased through this Cooperative Purchasing Program at a lower price than could be obtained through bidding, and that it would be in the City's best interests to purchase said vehicle and equipment by this means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council finds and declares that as a Home Rule Charter municipality the City of Cleveland Heights is authorized to determine the process used to select and engage a contractor, as an exercise of its powers of local self-government pursuant to Article XVIII, Section 3 of the Ohio Constitution and Article II of the City's Charter, without regard to the provisions of the Ohio Revised Code.

SECTION 2. Competitive bidding and other processes other than as prescribed herein, including Chapter 171 of the Codified Ordinances of the City of Cleveland Heights, are waived for and do not apply to this purchase pursuant to Section 1 hereof

RESOLUTION NO. 074-2026(CRR)

and Section 171.12 of the Codified Ordinances, as the contract is being awarded through the Sourcewell Cooperative Purchasing Program (Contract No. 081523-NRS), which the Mayor has determined to be in the best interest of the City and which satisfies the requirements for competitive solicitation to the satisfaction of this Council.

SECTION 3. The Mayor is hereby authorized to execute all agreements and related documents with the Farnham Equipment Company necessary the provision, installation of, and related construction services for, the improvement of new bleachers for the Forest Hill Baseball Complex at a cost not to exceed Fifty-Four Thousand Six Hundred Seventeen Dollars (\$54,617.00).

SECTION 4. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 5. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 6. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need accommodate the lead time required for fabrication, delivery, and installation; wherefore, provided it receives the affirmative vote of not less than five (5) members of this Council, it shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 074-2026(CRR)

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 04/06/2026

RESOLUTION NO. 075-2026(MSES), *Second Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement with KWK, LLC d/b/a Deluxe Outdoor Services in order to furnish the labor, materials, equipment, and associated landscaping services necessary for the 2026 Facilities Landscape and Gardening Services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Department of Public Works issued a Request for Proposals for the purpose of hiring a contractor to perform planting, edging, weeding, fertilizing, pruning, and other landscaping services at various City properties and other locations throughout the City ("Project"); and

WHEREAS, the Department of Public Works has evaluated the proposals it received and wishes to enter an agreement with KWK, LLC d/b/a Deluxe Outdoor Services ("Deluxe Outdoor Services") to supply the labor, materials, equipment, and services necessary to carry out the Project in accordance with its proposal, attached hereto as Exhibit "A" ("Proposal"), and as further described herein; and

WHEREAS, time is of the essence with respect to contracting for these services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, State of Ohio that:

SECTION 1. Notwithstanding any provision of Codified Ordinances Chapter 171 to the contrary, the Mayor is hereby authorized to execute a contract with Deluxe Outdoor Services to furnish the labor, materials, equipment, and associated landscaping services necessary for the Project, as more fully described in the Proposal, in an amount not to exceed Sixty Nine Thousand Two Hundred Twenty Four and 13/100 Dollars (\$69,224.13). The agreement shall contain such other terms as recommended by the Mayor and Director of Law, and shall be approved as to form by the Director of Law.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one

RESOLUTION NO. 075-2026(MSES)

newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, in order to seat a fully constituted task force as soon as possible, as provided herein. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

City of Cleveland Heights,

This cover letter is for the city of Cleveland Heights only and is in response to the “City of Cleveland Heights – 2026 Facilities Landscape & Gardening Services RFP”.

Deluxe Outdoor Services has been servicing northeastern Ohio for over 40 years now. Starting out of a garage back in 1983 and evolving into our current 15,000 sq ft. warehouse facility in Wickliffe, Ohio. We specialize in designing, installing, and creating aesthetically pleasing outdoor environments. Everything from specialty concrete work to the planting of trees, shrubs, and flowers to standard weekly maintenance we offer a full-service experience. Some of the vendors we have and/or currently work with are; city of Cleveland Heights, Cedar Lee SID, Coventry SID, Darden Restaurant Group, Western Reserve Restaurant Group, Inspire Brands Restaurants, Davey Tree Company, Ronyak Paving, Dibella’s Restaurants, Wendy’s Restaurant Group, and many others.

Kim Lopatta is majority owner of Deluxe and has been working in the city of Cleveland Heights in some capacity for over 20 years. From helping design outdoor landscapes for multiple Special Improvement Districts and the city of Cleveland Heights themselves to the maintenance and watering of installed plants. Some of the work done over the years includes but isn’t limited to; Coventry Road, Cedar-Fairmount SID, Cedar Lee SID, Cedar Taylor SID, and of course the city of Cleveland Heights. From the planters on Noble Road to the hanging baskets throughout the city. City Hall to Cain Park, the Cedar Lee streetscape project, and providing the beautiful bright colors you see in Cedar Fairmount and Coventry Road. Kim oversees all the flower projects for Deluxe and handles direct communication with the clients both during the project and prior to help create the environment that is best for them. Growing season for most of the flowers is in early winter months, Kim also takes on the role of being the liaison between the customer and the grower to ensure that come early June the product is exactly as the customer wants. When Kim is not overseeing flower projects, she coordinates all the work in the office and will be a direct point of contact for any contract or billing questions.

William Lopatta is the minority owner of Deluxe and has been working with Kim for over 17 years now. William is responsible for the day-to-day operations, from scheduling jobs to making sure the other crew members have all the necessary tools and equipment to get the job done both in a timely and professional manner. More recently William helped lead the Deluxe crew that planted over 100 trees in two workdays in the city of Cleveland Heights for Ronyak Paving as part of their bid package. William will be your point of contact for any questions in the field, or any questions about the installation and execution of the projects. Starting from a general labor position and progressing to a foreman position and

now to owner William allows Deluxe to train, develop, and promote employees from within Deluxe. Thus, limiting the number of outside hires, and expediting the growth of Deluxe.

Over the last 40 years Deluxe has worked with thousands of customers and vendors in the tri-county area in all the commercial, residential, and municipality industries.

Some of the local references are as follows.

Tommy Fello
(216) 375-0747

Tommy is a well-known and respected business owner in the city of Cleveland Heights, still currently owning Tommys Restaurant on Coventry Road. Tommy was one of the first business owners and SID members that believed in the work that Deluxe could do back in 2006. We are proud to say that we are still in contract with the Coventry SID after nearly 20 years and take a lot of pride in keeping Coventry as one of the nicest landscape environment settings in all Northeastern Ohio.

Sal Russo
(216) 372-3411

Sal is a well-known and respected property and business owner in the city of Cleveland Heights. Sal is currently the board president at the Cedar Fairmount Special Improvement District and has worked directly with Deluxe for many years in both landscape and snow management projects.

Kelley Robinson
(216) 952-9204

Kelley is the previous and longtime director of the Cedar Lee Special Improvement District and helped local businesses. Kelley worked directly with Deluxe for over 15 years and spearheaded the Cedar Lee streetscape project. We are also proud to say that other than the two years that the SID was not renewed Deluxe is currently and has stayed under contract with the Cedar Lee SID to continue keeping the street beautiful and colorful.

Michael Peterman
(440) 821-7179

Michael Peterman is the former Board President of the Coventry Special Improvement District and has worked directly with Deluxe on countless projects.

We appreciate you taking the time to review our proposal. We look forward to continuing to work with you here soon and continuing to make the city of Cleveland Heights as beautiful as possible. As local business owners and residents in the “Heights area”, we take a great amount of pride in keeping these areas looking as great as they possibly can. We are confident that our work, references, and professionalism will stand out above the other candidates.

We await your response and once again thank you for taking the time to consider our proposal. If you have any questions in the meantime, please don’t hesitate to reach out at any of the communication options.

Thank You,

Kim and Will Lopatta
Deluxe Outdoor Services Inc.
(216) 389-2131
Deluxeoutdoor@gmail.com
Wlopatta@deluxe-outdoor.com

Maintenance and Schedule Plan

Late April / Early May (Weather Pending)

Spring cleanups of all bed and planter areas begin. Upon completion of the spring cleanups, we would look to mulch within the same week of the cleanups.

Cleanups

- Removal and haul away of all unwanted debris (fall flowers, weeds, sticks, garbage, moss, etc.) in planters and bed areas.
- The edging of all bed areas to a 2-3" depth to prevent any mulch or gravel run out during storms, also creating a professional edge to be maintained throughout the entirety of the season with a line trimmer.
- Pruning of any plants that are deemed necessary during cleanup prior to mulching, with the haul away of all trimmings.
- Blowing down all bed and hard surface areas upon completion and prior to mulching.

Flowers

- Delivery and installation of flowers on Noble Road

Mulching

- The delivery and installation of a mulch product from Bremec's Nursery (unless directed otherwise by city of Cleveland Heights).
- Mulch to be applied at 2-3" application and to be used to promote the overall health of the bed and the plant material.

Weekly Maintenance

- To be completed prior to holidays and done on a weekday, with a minimum of 3-4 visits per month. Weekend visits only necessary if weather doesn't permit for weekday maintenance, with emphasis on city events and holiday weekends.
- Weekly maintenance to consist of the blowing down of all hard surface areas, removal of unwanted debris (garbage, weeds, sticks, etc.), and to check on the overall health of the plant materials.

Coordination and scheduling of plant materials

- The scheduling with the city for the delivery of plant materials for early June with a designated staging area for both the plant materials and hanging baskets.
- Weather permitting the delivery of plant material with the installation of Noble Road flowers.

Watering of Noble Road

- To begin upon the completion of Noble Road planting and to begin as early in the day as allowed to disrupt traffic as little as possible.

Early June

Weekly maintenance to continue, along with the delivery and installation of all plant material for the rest of the city beds numbered 1-17 in the “Scope of Services” section of the Cleveland Heights RFP package.

- Hanging baskets to be delivered and hung on assigned poles upon completion of the planting of the city beds or potentially during.
- Hanging baskets consist of coco liners and to be planted with colorful cascading flowers as we have done the previous 10 seasons.
- If weather permits this will move to late May prior to Memorial Day weekend.

Watering

- Watering to be done by one or two trucks that both have 425-gallon water tanks in the back of the truck. Extension wands to be installed to allow for watering of hanging baskets.
- Watering to be done Monday-Friday with special exceptions to be done on the weekends.
- Watering to be done as early as possible to limit the disruption in traffic and help ensure safety to Deluxe employees.
- Water will contain fertilization to help promote the health and growth of all plants.
- Watering to continue throughout the month of September.

July, August, September

- All weekly maintenance services to continue throughout these months with weekly watering and pruning as necessary.

October

Fall cleanups and winterization of bed and planter areas

- Removal of all flowers from planter and bed areas including the haul away of unwanted materials.
- Raking and removal of leaves and debris with haul away of unwanted materials.
- Cutting down of all perennials for winter preparation, along with the blowing down of all bed and planter areas. With the blowing down of all hard surface areas.









The Bidder hereby acknowledges that he has reviewed the following addenda:

Addendum No.: 1
Date: 2/25/2026

Submitted by:

<u>Deluxe Outdoor Services</u>	<u>Kim Lopatta President</u>	<u>216-389-2131</u>
Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
<u>28960 Lakeland Blvd</u>	<u>Kimberly Lopatta</u>	<u></u>
Street Address	Officer's Signature	Fax Number
<u>Wickliffe Ohio 44092</u>	<u>3/1/2026</u>	<u>deluxeoutdoor@gmail.com</u>
City, State, and Zip Code	Date	Email Address
		<u>47-2593199</u>
		Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: _____

40 SEVERANCE CIRCLE, CLEVELAND HEIGHTS, OHIO 44118

216•291•4444 FAX 291•2064 www.clevelandheights.com

DESCRIPTION	UNIT	QTY	COST
Noble Road Hanging Baskets	Lump Sum	1	\$ 10,730.25
City Hall Flowers	Lump Sum	1	\$ 878.90
City Flowers	Lump Sum	1	\$ 4,175.48
Police Department	Lump Sum	1	\$ 112.50
War Memorial	Lump Sum	1	\$ 134.00
Delivery	Lump Sum	1	\$ 400.00
Spring Cleanup	Per Season	1	\$ 3,800.00
Edging of beds and tree rings	Per Season	1	included
Fertilizer of all Installed planting and baskets	Per Season	1	included
Watering of all flower beds, planter and baskets	Per Season	1	\$ 12,800.00
Weeding of planted areas	Per Season	1	\$ 9,500.00
Installation of annuals and hanging baskets	Per Season	1	\$ 10,000.00
Shrub Pruning	Per Season	1	included
Mulch Flowers and Roundabouts	Cu. Yd	100	\$ 3,000.00
Potting Mixture for planters and Roundabouts	Cu. Yd	100	\$ 1,000.00
Fall Cleanup	Per Season	1	\$ 6,400.00
SUBTOTAL=			\$ 62,931.13
10% CONTINGENCY=			\$ 6,293.00
FACILITIES LANDSCAPE & GARDENING SERVICES TOTAL			\$ 69,224.13
Alternate 1: Roundabout Compton & Beechwood Ave	Lump Sum	1	\$ 750.00
Alternate 1: Roundabout Compton & Altamont Ave	Lump Sum	1	\$ 750.00
Alternate 1: Roundabout Compton & Desota Ave	Lump Sum	1	\$ 750.00
Alternate 1: Roundabout Compton & Berkeley Road	Lump Sum	1	\$ 750.00
ALTERNATE 1: TOTAL			\$ 3,000.00
Alternate 2: Noble Road Flower Planters			
ALTERNATE 2: TOTAL	Lump Sum	1	\$ 12,060.00

Alternates flower selection will be based on selection by the successful bidder. Costs are not to be included in the final Facilities Landscape a & Gardening Services Total

In effort to cut costs Deluxe will provide hanging baskets and maintain them-Cleveland Heights can hang baskets

This price also includes the price to water and fertilize the Noble Planters for the season

Proposed: 04/20/2026

RESOLUTION NO. 085-2026(CRR), *First Reading*

By All City Councilmembers and Mayor Petras

A Resolution proclaiming May 2026 to be *Mary Dunbar Bike Month* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, bicycling is a sociable, healthy, green, and economical mode of transportation and recreation; and

WHEREAS, the United States Department of Transportation released a policy statement in 2010 with the purpose of reflecting the Department's support for planning, funding, and implementing improvements to walking and bicycling transportation networks that "foster safer, more livable, family-friendly communities; promote physical activity and health; and reduce vehicle emissions and fuel use;" and

WHEREAS, Ohio law allows for the use of bicycles on all Cleveland Heights roads; and

WHEREAS, Cleveland Heights streets and buildings are ideally arranged in a compact, well-connected pattern making it easier to walk and bike to businesses, schools, and recreational and cultural destinations; and

WHEREAS, the City of Cleveland Heights shares the goals of the Heights Bicycle Coalition "to educate and encourage Heights community members to use bicycles as a sustainable and healthy form of transportation and recreation;" and

WHEREAS, in 2018, the City of Cleveland Heights passed Resolution No. 37-2018 adopting a Complete and Green Street Policy aimed at developing "a safe, comfortable, reliable, efficient, integrated, and completely connected multimodal transportation network providing access, mobility, safety, and connection to all users," which the National Complete Streets Coalition evaluated as the best new policy of 2018; and

WHEREAS, the League of American Bicyclists have recognized Cleveland Heights as a bronze award-level Bicycle Friendly Community since 2013; and

WHEREAS, the City of Cleveland Heights recently passed Resolution No. 036-2025, adopting the City of Cleveland Heights Comprehensive & Equitable Safety Action Plan, which is a guiding document for future decisions related to safety improvements for all modes of transportation, including bicycle infrastructure and programming; and

RESOLUTION NO. 085-2026(CRR)

WHEREAS, Cleveland Heights continues to assess its transportation network and connections to other cities and seek grants for projects that improve the safety and comfort of bicyclists, such as the Cedar Glen Trail that connects Cedar Fairmount to University Circle and the Lake-to-Lakes Trail; and

WHEREAS, educating cyclists on the proper and safe operation of bicycles and educating motorists on properly and safely sharing roads with bicyclists is important to ensure the safety and well-being of the public; and

WHEREAS, the City of Cleveland Heights wants to promote greater public awareness in the community of cycling as a sustainable and healthy form of transportation and recreation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council does hereby proclaim May 2026 to be *Mary Dunbar Bike Month* in the City of Cleveland Heights. The Council encourages all residents to review the laws and regulations governing bicycle safety and to use a bicycle for transportation to work and school, especially for trips within the City of Cleveland Heights.

SECTION 2. 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 in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to join with the other communities in this celebration and the need to proclaim *Mary Dunbar Bike Month* and related events on a timely basis. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

RESOLUTION NO. 085-2026(CRR)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 04/20/2026

RESOLUTION NO. 086-2026(CRR), *First Reading*

By All City Councilmembers and Mayor Petras

A Resolution recognizing May 3 – May 9, 2026, to be *Professional Municipal Clerks Week*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Office of Professional Municipal Clerks is a time honored and vital part of local government and exists throughout the world and is the oldest among public servants; and

WHEREAS, the Office of Professional Municipal Clerks provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all and serve as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of Professional Municipal Clerks through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of Professional Municipal Clerks.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council does hereby proclaim May 3 – May 9, 2026, to be *Professional Municipal Clerks Week* and recognizes the hard work and accomplishments of the Office of the Professional Municipal Clerk.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

RESOLUTION NO. 086-2026(CRR)

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to join with other communities in this celebration and the need to proclaim *Professional Municipal Clerks Week* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 04/20/2026

RESOLUTION NO. 087-2026(CRR), *First Reading*

By All City Councilmembers and Mayor Petras

A Resolution recognizing May 4-8, 2026, as *Air Quality Awareness Week*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, air pollution in the United States poses a public health threat affecting potentially millions of people throughout the country and is associated with health problems including asthma, increased emergency department visits and hospital stays for breathing and heart problems, and increases in illnesses such as pneumonia and bronchitis; and,

WHEREAS, the Environmental Protection Agency (EPA) is partnering with the National Oceanic and Atmospheric Administration (NOAA) and other government agencies to raise public awareness about air quality and share information about efforts to protect and improve air quality; and

WHEREAS, the week will highlight resources that increase air quality awareness to encourage people to take action and incorporate air quality knowledge into their daily living; and

WHEREAS, the Ohio EPA operates over 240 air monitors at over 120 sites around the state, which routinely check levels of sulfur dioxide, lead, particulate matter, nitrogen dioxide, carbon monoxide, and ozone to determine whether Ohio's air meets federal standards established to protect public health; and

WHEREAS, according to the Ohio EPA's 2022 Annual Report, the entire state of Ohio now meets the 2010 sulfur dioxide standard of 75 parts per billion and is developing plans to bring the Cleveland area into attainment in accordance with Clean Air Act deadlines; and

WHEREAS, the Ohio EPA awarded more than \$18.1 million in grants in 2022 to support projects that will reduce emissions from aging diesel engines, and these projects are expected to reduce more than 62 tons of annual emissions of nitrogen oxides (ozone smog precursors), fine particulates, carbon monoxide, and hydrocarbons; and

WHEREAS, the City of Cleveland Heights is undertaking a series of initiatives to track air quality and reduce the impact of poor air quality on those who live, work, and visit here;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

RESOLUTION NO. 087-2026(CRR)

SECTION 1. This Council does hereby proclaim May 4-8, 2026, to be *Air Quality Awareness Week* and urges every resident to take action and incorporate air quality knowledge into their daily living.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to join with other communities in this celebration and the need to proclaim *Air Quality Awareness Week* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 087-2026(CRR)

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 04/20/2026

RESOLUTION NO. 088-2026(CRR),
First Reading

By All City Councilmembers and Mayor
Petras

A Resolution recognizing May 2026 as *National Asian/Pacific American Heritage Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, together with other communities throughout the country, the City of Cleveland Heights recognizes the significant contributions of Asian Americans and Pacific Islanders to the history of the United States; and

WHEREAS, the Asian-American and Pacific Islander community is an inherently diverse population, composed of more than 45 distinct ethnicities and more than 100 language dialects; and

WHEREAS, according to the Census Bureau, the Asian-American population grew faster than any other racial or ethnic group over the last decade and surged nearly 72 percent between 2000 and 2015; and

WHEREAS, there are approximately 22,000,000 residents of the United States who identify as Asian and approximately 1,600,000 residents of the United States who identify as Native Hawaiian or other Pacific Islander, making up nearly 7 percent of the total population of the United States; and

WHEREAS, 2026 marks the 50th anniversary of Presidential Proclamation 4417 which condemned the incarceration of United States citizens and lawful permanent residents of Japanese ancestry during World War II; and

WHEREAS, 2026 also marks the 80th anniversary of the passage of the amendments made by the Act of July 2, 1946 (commonly known as the “Luce-Cellar Act of 1946”), which allowed Filipinos and Indians to immigrate to the United States and become naturalized citizens; and

WHEREAS, Asian Americans and Pacific Islanders have made significant contributions to the United States at all levels of the Federal Government and in the United States Armed Forces, Including:

- Daniel K. Inouye, a Medal of Honor and Presidential Medal of Freedom recipient who, as President pro tempore of the Senate, was the highest ranking Asian-American government official in the history of the United States;
- Dalip Singh Saund, the first Asian-American Congressman;

RESOLUTION NO. 088-2026(CRR)

- Patsy T. Mink, the first woman of color and Asian-American woman to be elected to Congress;
- Hiram L. Fong, the first Asian-American Senator;
- Daniel K. Akaka, the first Senator of Native Hawaiian ancestry;
- Norman Y. Mineta, the first Asian-American member of a Presidential cabinet;
- Elaine L. Chao, the first Asian-American woman member of a Presidential cabinet; and
- Kamala D. Harris, the first woman and the first Asian-American to hold the Office of the Vice President.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council proclaims May 2026 as *National Asian/Pacific American Heritage Month* and recognizes the importance of the celebration of the significant contributions of Asian Americans and Pacific Islanders to the history of the United States.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to join with other communities in this celebration and the need to proclaim *National Asian/Pacific American Heritage Month* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

RESOLUTION NO. 088-2026(CRR)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 04/20/2026

RESOLUTION NO. 089-2026(CRR), *First Reading*

By All City Councilmembers and Mayor Petras

A Resolution recognizing May 2026 to be *Mental Health Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, founded by Mental Health America in 1949, the purpose of *Mental Health Awareness Month* is to raise awareness and educate the public about mental illness, including conditions like depression, schizophrenia, and bipolar disorder, and reduce the stigma surrounding mental illness; and

WHEREAS, our country faces an unprecedented mental health crisis among people of all ages, where two out of five adults report symptoms of anxiety or depression; and

WHEREAS, there is a proven connection between overall personal health and good mental health, which is critical to the well-being of our families, communities, schools, and businesses; and

WHEREAS, 57 million Americans have a mental disorder in any given year, but fewer than 40 percent of adults living with a mental illness, and slightly more than one-half of youths age 8 to 15 years with a mental illness, received mental health services in the last year; and

WHEREAS, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help, and research shows that the most effective way to reduce stigma is through personal contact with someone with a mental illness; and

WHEREAS, *Mental Health Awareness Month* is both a national and local commitment to reducing the stigma associated with mental illness, encouraging those living with mental health conditions to get the help they need, and affirming our pledge to ensure those who need help have access to support, acceptance, and resources they deserve; and

WHEREAS, there is a need to improve public awareness of mental illness and to strengthen local and national awareness, so that all those with mental illness may receive adequate and appropriate treatment and support.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

RESOLUTION NO. 089-2026(CRR)

SECTION 1. This Council does hereby proclaim May 2026 to be *Mental Health Awareness Month* and recognizes the necessity to continue to promote mental health awareness and access to mental health care resources.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to proclaim *Mental Health Awareness Month* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 04/20/2026

RESOLUTION NO. 090-2026(CRR), *First Reading*

By All City Councilmembers and Mayor Petras

A Resolution proclaiming May 2026 as *Jewish American Heritage Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights recognizes the significant contributions of the Jewish community to our city; and

WHEREAS, in 1654 the first Jewish refugees sailed into the port of present-day New York City, fleeing oppression and discrimination and fought for their right to remain, becoming our nation's first Jewish community; and

WHEREAS, we honor these refugees for building a legacy of generations of Jewish Americans who have fought for justice, equality, and freedom for all Americans in the face of their own experiences with prejudice, persecution, and the horrors of the Holocaust; and

WHEREAS, the City of Cleveland Heights is proud to be home to a large and vibrant Jewish community that has actively participated in our growth as a strong, diverse city; and

WHEREAS, *Jewish American Heritage Month* provides an opportunity for all residents to celebrate the rich history, traditions, and achievements of the Jewish community; and

WHEREAS, promoting awareness and understanding of Jewish heritage fosters unity, tolerance, and respect for all members of our diverse community; and

WHEREAS, designating May as *Jewish American Heritage Month* reaffirms our commitment to honoring and preserving the cultural heritage of all residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, OH that:

SECTION 1. This Council does hereby proclaim May 2026 as *Jewish American Heritage Month* in the City of Cleveland Heights and urges every resident to participate in activities and events that celebrate Jewish culture, history, and contributions.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted

RESOLUTION NO. 090-2026(CRR)

in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its content, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *Jewish American Heritage Month* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 04/20/2026

RESOLUTION NO. 091-2026(CRR), *First Reading*

By All City Councilmembers and Mayor Petras

A Resolution proclaiming May 2026 to be *Military Appreciation Month* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the freedom and security that United States citizens enjoy today are results of the vigilant commitment of the United States Armed Forces in preserving the freedom and security; and

WHEREAS, *Military Appreciation Month* is observed each May to honor current members of the Armed Forces, veterans, members of the National Guard and Reserves, and the families who support them; and

WHEREAS, residents of the City of Cleveland Heights have proudly served in all branches of the United States military; and

WHEREAS, it is appropriate to promote awareness of the sacrifices that members of the United States Armed Forces have made in the past and continue to make every day in order to support the Constitution and to preserve the freedoms and liberties that enrich the Nation; and

WHEREAS, it is important to preserve and foster the honor and respect that the United States Armed Forces deserve for vital service on behalf of the United States; and

WHEREAS, it is important to underscore the vital support and encouragement that families of members of the United States Armed Forces lend to the strength and commitment of those members; and

WHEREAS, City Council would like to formally recognize and express appreciation for the service, sacrifice, and commitment of members of the United States Armed Forces and their families.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio that:

SECTION 1. This Council does hereby proclaim May 2026 to be *Military Appreciation Month* in the City of Cleveland Heights.

SECTION 2. City Council encourages residents to recognize *Military Appreciation Month* through appropriate observances and expressions of gratitude throughout May 2026.

RESOLUTION NO. 091-2026(CRR)

SECTION 3. 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 in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to join with the other communities in this celebration and the need to proclaim *Military Appreciation Month* on a timely basis. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 04/20/2026

RESOLUTION NO. 092-2026(PD), *First Reading*

By All City Council Members and Mayor Petras

A Resolution declaring May 2026 *National Preservation Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the City of Cleveland Heights Landmark Commission was established in 1974 and recently celebrated its 50th Anniversary; and

WHEREAS, the City of Cleveland Heights has 17 historic districts listed on the National Register of Historic Places; and

WHEREAS, in past years City staff has been involved in a wide variety of projects that help the City preserve and promote its historic resources including helping residents research their homes' histories; entering original building permit data into a database; providing on-site rehabilitation advice on topics such as paint color selection, paint removal, and window repair; sponsoring lectures to educate people about architecture, preservation, and Cleveland Heights history; assisting residents in researching and listing neighborhoods to the National Register of Historic Places and installing signs recognizing this designation; and funding improvements through the City's Storefront Renovation Program; and

WHEREAS, Cleveland Heights has shown a continued dedication to promoting the City's history, architecture, and historic preservation through partnerships with the Cleveland Restoration Society to administer the Heritage Home Loan Program, a program that allows owners of older homes access to low-interest loans and the technical assistance necessary to sensitively rehabilitate their older homes; and

WHEREAS, on March 4, 2019, City Council adopted comprehensive amendments to the City's Landmark Commission ordinance to protect and enhance the historic and aesthetic qualities of the City for the enjoyment of the City's residents and visitors alike,

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and to further preservation goals by enabling the Landmark Commission to safeguard locally designated properties, protect properties as they go through the Landmark designation process, designate local historic districts where more than 50% of property owners consent, and protect designated properties from inappropriate alterations or demolition; and

WHEREAS, in March, 2019, the City of Cleveland Heights was designated a Certified Local Government (“CLG”) by the United States Department of the Interior; and

WHEREAS, as a result of obtaining CLG status, the City of Cleveland Heights applied for and was awarded in 2019 a grant from the State of Ohio to prepare Historic Preservation Design Guidelines; and

WHEREAS, the City of Cleveland Heights Adopted those Historic Preservation Design Guidelines on October 11, 2021; and

WHEREAS Cleveland Heights operates the Cleveland Heights Historical Center at Superior Schoolhouse, which draws visitors and students for tours and research; and

WHEREAS, the United States is celebrating its 250th Anniversary this year; and

WHEREAS, the City of Cleveland Heights is an America 250-Ohio Community; and

WHEREAS, the City of Cleveland Heights has been hosting events to celebrate *National Preservation Month* since 2002; and

WHEREAS, the City of Cleveland Heights desires to co-sponsor *National Preservation Month* 2026 with the National Trust for Historic Preservation; and

WHEREAS, in Cleveland Heights, *National Preservation Month* 2026 will be observed through the following events sponsored by the Cleveland Heights Landmark Commission, Cleveland Heights Historical Society, Heights Libraries, and Cleveland Restoration Society.

April 16, 7 pm: Lost Restaurants of Downtown Cleveland

Speaker: Bette Lou Higgins

Location: Lee Road Library Branch

May 6, 7 pm: History of Heights Public Schools

Speaker: TBD

Location: Lee Road Library Branch

May 19, 7 pm: Cleveland Restoration Society’s Historic Black Church Initiative

Speaker: Margaret Lann

Location: Lee Road Library Branch

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NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council does hereby proclaim May 2026 *National Preservation Month* and calls upon the residents of the City of Cleveland Heights to join their fellow residents across the United States in recognizing and participating in this special observance.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to join with the other communities in this celebration and the need to proclaim *National Preservation Month* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 092-2026(PD)

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 04/20/2026

RESOLUTION NO. 093-2026(CRR), *First Reading*

By All City Councilmembers and Mayor Petras

A Resolution recognizing April 28, 2026, as *National School Bus Driver Appreciation Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, school bus drivers are the first school district employees who greet many of our students each morning and the last who say goodbye each afternoon; and

WHEREAS, the City of Cleveland Heights has great respect and admiration for school bus drivers and transportation employees who have dedicated their lives to our students; and

WHEREAS, school bus drivers play a vital role throughout the city, county, and state, traveling each year on regular routes, field trip routes, vocational routes, and special education routes; and

WHEREAS, the safety and well-being of children are of the utmost concern to all Cleveland Heights parents, who entrust school bus drivers with the welfare of their children, making them responsible for the ability to maneuver through traffic regardless of road conditions while maintaining the conduct of the children on the bus and who are looked to for leadership and life-saving decisions-making in the event of an emergency.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Cleveland Heights, Ohio that:

SECTION 1. This Council does hereby proclaim April 28, 2026, as *National School Bus Driver Appreciation Day* and recognizes the importance of our school bus drivers to safely deliver children to and from school every day.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the

RESOLUTION NO. 093-2026(CRR)

need to recognize *National School Bus Driver Appreciation Day* in a timely manner. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor