



City of Parma Heights

Council Meeting

6281 Pearl Road

Tuesday, May 26, 2026

7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: MAY 11, 2026 – CITY COUNCIL

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: NONE AT THIS TIME

PUBLIC SESSION

LEGISLATION:

Third Reading

1) **ORDINANCE NO. 2026 – 33**

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

Second Reading

2) **RESOLUTION NO. 2026 – 43**

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET

3) **ORDINANCE NO. 2026 – 48**

AN ORDINANCE AMENDING SECTION 666.18 PREVIOUSLY ENTITLED “MOLESTING OR INSULTING PERSONS” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED

First Reading

4) **ORDINANCE NO. 2026 – 50**

AN ORDINANCE ADVANCING COUNCIL’S PRIOR CONCURRENCE, IN WRITING, TO ALLOW FOR CUYAHOGA COUNTY PUBLIC LIBRARY AND THE CENTERS FOR FAMILIES AND CHILDREN TO EXECUTE A LEASE AGREEMENT, AND DECLARING AN EMERGENCY

5) **ORDINANCE NO. 2026 – 51**

AN ORDINANCE REPEALING SECTION 666.17 ENTITLED “OBSCENE OR PROFANE LANGUAGE” OF THE PARMA HEIGHTS CODIFIED ORDINANCES

6) **ORDINANCE NO. 2026 – 52**

AN ORDINANCE AMENDING SECTION 965.11 ENTITLED “SOLID WASTE COLLECTION FEE” OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS

7) RESOLUTION NO. 2026 – 53

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ACCEPT AND EXPEND A GRANT FROM THE STATE OF OHIO BODY-WORN CAMERA GRANT PROGRAM 2026 THROUGH THE OFFICE OF CRIMINAL JUSTICE SERVICES (OCJS) FOR ADDITIONAL BODY-WORN CAMERA SERVER STORAGE FOR USE BY THE PARMA HEIGHTS POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

ADJOURNMENT

ORDINANCE NO. 2026 - 33

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

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

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

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

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

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

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

Memorandum of Understanding (MOU)

"Creek to Creek" Neighborhood Greenway

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

1. Purpose

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

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

2. Objectives

The Parties agree to work collaboratively to:

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

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

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

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

3. Scope of Collaboration and Roles

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

City of Parma

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

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

City of Parma Heights

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

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

Tri-C Western Campus

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

Support outreach and communication with campus stakeholders, as appropriate.

Bike Cleveland and Bike Parma

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

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

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

4. Signage and Markings

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

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

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

5. Community Engagement

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

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

6. Future Changes and Expansion

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

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

7. Duration and Review

This MOU becomes effective upon execution by all Parties.

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

8. Costs, Maintenance, and Liability

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

9. Nature of Agreement

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

10. Governing Law; Jurisdiction

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

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

11. Waivers or Changes

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

12. Signatories

Name & Title	Signature	Date
Mayor of Parma		
Mayor of Parma Heights		
President of Tri-C Western Campus		
Authorized Representative - Bike Cleveland		
Authorized Representative - Bike Parma		

RESOLUTION 2026 - 43

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF
OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC
SALE THROUGH GOVPLANET/IRONPLANET**

WHEREAS, the Council authorized membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative in Ordinance No. 2017-3; and

WHEREAS, GovPlanet/IronPlanet is a vendor of the National Joint Power Alliance [now known as Sourcewell]; and

WHEREAS, GovPlanet/IronPlanet will provide the City of Parma Heights with auction services for the disposal of obsolete city vehicles and equipment; and

WHEREAS, the Administration recommends that the vehicles and equipment listed on Exhibit "A" be removed from service as a result of their age and mechanical condition.

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

Section 1: The Administration is authorized and directed to dispose of obsolete city vehicles and equipment at a public sale through GovPlanet/IronPlanet, a list of which is described in Exhibit "A", attached hereto and incorporated by reference.

Section 2: This Council finds and determines 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 the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: That this Resolution shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____ PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

Exhibit A

1. 2004 Ford Super Duty Pickup Truck
2. 2004 Sterling Dump Truck

VIN NUMBER 1FTNF20L14ED46349

VIN NUMBER 2FZACHAK84AM77590

ORDINANCE NO. 2026 - 48

**AN ORDINANCE AMENDING SECTION 666.18 PREVIOUSLY ENTITLED
“MOLESTING OR INSULTING PERSONS” OF THE PARMA HEIGHTS CODIFIED
ORDINANCES, AS AMENDED**

WHEREAS, this Council is recommending that Section 666.18 of the Parma Heights Codified Ordinances be amended.

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

Section 1: That Section 666.18 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in “Exhibit A, as amended”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____ PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A, as amended

666.18 MOLESTING ~~OR INSULTING~~ PERSONS.

(a) No person shall, purposely and knowingly, follow, pursue, lay hands on or otherwise molest ~~or insult~~ any ~~female~~ or minor under the age of 18 years.

(Ord. 1972-1. Passed 1-24-72.)

(b) Whoever violates any of the provisions of this section is guilty of a misdemeanor of the third degree.

ORDINANCE NO. 2026 -50

AN ORDINANCE ADVANCING COUNCIL’S PRIOR CONCURRENCE, IN WRITING, TO ALLOW FOR CUYAHOGA COUNTY PUBLIC LIBRARY AND THE CENTERS FOR FAMILIES AND CHILDREN TO EXECUTE A LEASE AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS, Ordinance No. 2024-58, passed by Council on October 7, 2024, authorized the sale of real property owned by the City of Parma Heights to the Cuyahoga County Public Library (CCPL); and

WHEREAS, pursuant to Section 8(b) of the Real Estate Purchase Agreement and Section 2 of the General Warranty Deed filed with the Cuyahoga County Fiscal Office [AFN 202501090289], the City retains a reversionary right providing for the City to recover the conveyed property if the property is no longer utilized for a public library engaged in the programming substantially free of charge to the public, and no longer used for public library purposes, or in the event of breach of any of the material conditions and the legal or other inability of CCPL, its successors and assigns, to perform said material conditions and covenants. In the event of the foregoing conditions, all right, title, and interest in and to the premises shall revert back to the City, at the option of the City, and become the property of the City at its option in addition to all other remedies for breach; and

WHEREAS, in accordance with Section 7 of the Real Estate Purchase Agreement, CCPL’s intention to construct a community public library would also include a connected Centers Facility to be used by the Centers for Families and Children, pursuant to a lease with CCPL, provided prior concurrence to such agreement is obtained in writing from the City; and

WHEREAS, in accordance with the General Warranty Deed filed with the Cuyahoga County Fiscal Office [AFN 202501090289] under Section 1, the property shall only be used for public purposes, including as a public library for the benefit of the public; further, portions of the property may be used for ancillary purposes that are consistent with or supportive to public amenities or civic resources and the like, including, but not limited to, childcare and education. The library may provide related public library services, including permitted ancillary purposes, through concession agreements with third parties, provided prior concurrence to such agreements is obtained in writing from the City of Parma Heights; and

WHEREAS, CCPL presented a Lease Agreement, in the form identified in Exhibit “1”, attached hereto, and made a part hereof as though fully rewritten, between CCPL and the Centers for Families and Children with an attached OHS Lease Rider between the Cuyahoga County Public Library, the Centers for Families and Children, and the United States Department of Health and Human Services, Administration for Children and Families to lease the Centers building from CCPL, an additional outdoor exposed area adjacent to the Centers Building to be used as a children’s play area as a part of the Center’s operations, and a right for The Centers and its employees, staff, volunteers, and customers/clients to have a suitable parking area for use in proximity to the Centers Building to enable the Centers to operate an early childhood care and early literacy in early childhood stage of learning facility, and for workforce development for aspiring early childhood educators within the Centers; and

WHEREAS, it is accordingly the desire of this Council to advance its prior concurrence, in writing, of the Lease Agreement between Cuyahoga County Public Library and the Centers for Families and Children in the form identified in Exhibit “1”, attached hereto, and made a part hereof as though fully rewritten, and to execute any and all documents required to further that action.

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

Section 1: That this Council does hereby advance its prior concurrence, in writing, provided in the Real Estate Purchase Agreement and the General Warranty Deed [AFN 202501090289] authorized by Ordinance No. 2024-58, to the Lease Agreement between CCPL and the Centers for Families and Children, in the form identified in Exhibit “1”, attached hereto, and made a part hereof as though fully rewritten.

Section 2: Council reserves and retains all of the City’s rights enumerated in the Real Estate Purchase Agreement and the General Warranty Deed [AFN 202501090289] authorized by Ordinance No. 2024-58.

Section 3: Pursuant to the Real Estate Purchase Agreement and the General Warranty Deed [AFN 202501090289] authorized by Ordinance No. 2024-58 and Section 1.2 and Section 14.14 of the Lease Agreement, the City demands written notice and reserves and retains its right to prior concurrence, in writing, of any amendment, extension, and/or any other modification of the Lease Agreement.

Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of the Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality and for the further reason that this measure is necessary in order to comply with time sensitive funding requirements between CCPL, the Centers for Families and Children, and the United States Department of Health and Human Services, Administration for Children and Families; wherefore, it shall be in full force and effect immediately after its passage by Council and approved by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT 1

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of the ____ day of _____, 2026 (the “Effective Date”), by and between **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio (“Landlord”), and **THE CENTERS FOR FAMILIES AND CHILDREN**, an Ohio non-profit corporation (“Tenant”).

Recitals:

WHEREAS, Landlord has acquired property from the City of Parma Heights located just off Pearl Road in the City of Parma Heights, Ohio described on **Exhibit A** (the “Real Property”); and

WHEREAS, Landlord is developing and constructing certain improvements and infrastructure upon the Real Property, for an approximate 16,000 square foot county public library facility (the “Library Building”) with related site improvements including parking, accessways and greenspace (the “Project”); and

WHEREAS, Tenant has requested that Landlord, as part of the Project, include the construction of a shell building (the “Centers Building”) sharing a common demising wall (the “Demising Wall”) with the Library Building; and

WHEREAS, the Centers Building is to consist of approximately 6,000 leasable square feet of space under roof; and

WHEREAS, the Tenant desires to (i) lease the Centers Building from Landlord, (ii) lease an additional outdoor exposed area adjacent to the Centers Building to be used as a children’s play area as part of Tenant’s operations, and (iii) include in the terms of lease a right for the Tenant and Tenant’s employees, staff, volunteers and customers/clients to have a suitable parking area for use in proximity to the Centers Building (the “Centers Parking Area”); and

WHEREAS, promptly upon Landlord’s substantial completion of the Centers Building, Tenant has committed to complete the interior build-out of Centers Shell Building for operation of an early childhood care and early literacy in early childhood stage of learning facility, and for workforce development for aspiring early childhood educators within the Centers.

ARTICLE I

Description of Premises

Section 1.1 - Premises. Landlord hereby leases the Centers Building to Tenant which is to have 5,680.17 gross leasable square feet of space, as identified on **Exhibit A**, attached hereto and made a part hereof (the “Premises”) and with the shell of the Center’s Building to be constructed by Landlord as provide in this Lease. The Premises shall include an outdoor

exposed area adjacent to the Center's Building (the "Play Area") as identified on **Exhibit B**, attached hereto and made a part hereof on the Real Property to be improved by Tenant for recreational play use by Tenant and its invitees. In connection with the Premises, Tenant shall have the right to use, in common with Landlord, Landlord's invitees and any other tenants of the Landlord various Landlord designated common areas (which shall include, but not be limited to, the designated vehicle parking areas, any common roadways, services areas, driveways, areas of ingress and egress, sidewalks and other pedestrian ways, landscaped areas, utility systems serving the common areas and the like). Throughout the Term, Tenant and its volunteers, suppliers, employees, agents, clients, contractors, business invitees, subtenants, licensees and concessionaires shall have the non-exclusive right to use the common areas (including, subject to Section 1.2, any designated general parking areas located on the Real Estate) in common with Landlord.

Section 1.2 – Parking. Landlord shall provide Tenant with designated tenant parking free of charge for use by Tenant's employees, invitees and clients. Tenant has the right to use its designated parking and have a designated Centers Facility child drop-off and pick-up area. Designated spaces and the drop-off and pick-up areas are identified in the site plan attached hereto as **Exhibit C**. Landlord may designate general shared parking areas for general public use and may designate reserved or Library only parking areas. Landlord reserves the right to reasonably change the location of Tenant's designated parking spaces on a temporary basis (as for repairs or maintenance) on two (2) business days' notice or on a long-term basis by thirty (30) days' advance written notice, and in the case of long term changes, Landlord shall consult with Tenant as to suitable substitute parking. In no event shall Tenant permit its employees or volunteers to park on the sidewalks surrounding the Real Estate.

Section 1.3 – Play Area. Tenant shall have the right to utilize the area designated as the Play Area as part of the Premises so long as it remains a play area in support of the Tenant's childhood care related business. Subject to the prior approval of Landlord, Tenant shall construct and install improvements within the Play Area, including but not limited to the installation of Play Area equipment, fencing, and a storage structure for its use as a children's playground. During the Term, Tenant shall be responsible for maintaining all improvements to and within the Play Area, as well as any equipment and fencing associated with the Play Area in a good and safe condition and repair. If Tenant fails to do so within thirty (30) days written notice, Landlord, at its election, may cause such repairs to be made with the cost and expense therefor to be charged to Tenant and paid by Tenant as additional rent under this Lease. Upon expiration or the earlier termination of this Lease, Landlord, shall have the option of (a) ordering the removal of such equipment and improvements and the restoration of the underlying surface to its previous condition or to landscaped greenspace, or (b) accepting title to such equipment and improvements from Tenant. In the event Landlord elects option (a), Tenant shall have a limited license to access the Real Estate for the limited purpose of complying with its obligations under this Section 1.3, which shall survive the expiration or earlier termination of this Lease until completed.

Section 1.4 – Signage. Tenant shall have the right to install signage on the exterior of the Premises at the designated entrance to the Premises, with Landlord's prior written consent, which signage shall not be unreasonably withheld, conditioned or delayed, **provided, however,** such consent shall be subject to Tenant's compliance with applicable City ordinances, codes and with all required City approvals first obtained. Landlord's refusal to provide consent shall be deemed reasonable if such denial is based on considerations relating to the nature of the Project or where the same are inconsistent with the adjacent public library use, or due to the City's disapproval. Any such signage must be approved, installed and maintained in compliance with all Applicable Laws (defined below), at Tenant's sole cost and expense. At Landlord's option, all signage installed by or for Tenant at or about the Premises shall be removed at Tenant's sole cost and expense at the end of the Term with all damage caused thereby repaired at Tenant's cost and expense.

Section 1.5 – Initial Term. The initial term of this Lease shall be for a period of thirty (30) years. It shall commence on _____, 2026 (the "Commencement Date"). It shall terminate at 11:59 PM on _____, 2056 unless sooner terminated under the terms of this Lease (the "Initial Term").

Section 1.6 Extension. The term of this Lease may be extended by mutual agreement of the parties provided any extension shall be concurrently memorialized by an amendment to this Lease executed by the parties and in form satisfactory to the parties and further provided that any extension is conditioned on the prior written consent of the City of Parma Heights at the time of extension. The Initial Term of this Lease and any extension thereof may be referred to as the "Term."

ARTICLE II

Rent

Section 2.1 – Triple Net Lease.

(a) Base Rent:

The initial annual base rent (the "Base Rent") shall be as follows:

\$27,774.96 per year (subject to biennial adjustment provided below)

The Base Rent per square foot shall be subject to discretionary biennial reviews by Library for potential cost-of-living/inflation adjustments with the first Library review of a potential adjustment to occur as of the two-year anniversary of the commencement of the Term and thereafter subsequent discretionary reviews by Library may occur every two (2) years on the anniversary of the commencement of the Term (each an "Adjustment Date"). On each Adjustment Date the annual Base Rent may, in Library's discretion, be increased by Landlord in a discretionary increase amount not exceeding the increase in the Consumer Price Index

occurring since the last Base Rent adjustment (or since the date of this Lease in the case of the initial consideration on the first Adjustment Date). Each potential maximum adjustment shall be calculated by multiplying the annual Rent (\$27,774.96) by a fraction whose numerator is the Consumer Price Index for January 2026 and whose denominator is the Consumer Price Index for the month immediately prior to the Adjustment Date for which the discretionary adjustment is to be determined. In no event, however, shall the Base Rent be decreased due to changes in the Consumer Price Index unless Library consents in writing to such a decrease. Library's election to not increase Base Rent at or as of any Adjustment Date shall not be a bar to subsequent increase at or as of a later Adjustment Date. The Rent as adjusted shall be the applicable Base Rent until further adjusted as of a later Adjustment Date at which the adjustment amount was determined and Landlord elects to effectuate an adjustment. For purposes hereof "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982-84=100). In no event however shall the Base Rent increase at an Adjustment Date in an amount exceeding three percent (3%) per annum measured since the last adjustment made to Base Rent.. If the forgoing Consumer Price Index is discontinued, Landlord shall in good faith select a comparable measure of inflation. Landlord shall endeavor to provide one calendar month written or email notice of the adjustment prior to the Base Rent due date at which the adjustment is to become effective. Failure to provide timely notice of the adjustment shall not prejudice the Landlord's ability to effectuate the adjustment provided the notice is given not later than sixty (60) days after the anniversary date as of which the adjustment is to become effective and provided that in the event notice of an adjustment is provided late, the Tenant shall be entitled to a thirty (30) day grace period to pay any shortfall in the monthly rent due to late notice of the adjusted monthly Base Rent. For avoidance of doubt, Library's purpose in making inflation based adjustments on a discretionary basis rather than on an automatic basis, is to recognize that the synergistic value of collocating the benefits of Tenant's operations with the Library's operations may weigh against lock-step inflation based rent adjustments.

The Base Rent shall be payable in monthly installments in an amount equal to one-twelfth (1/12th) the annual rent for the particular Lease Year due in advance on the first day of each month. Base rent for any partial month during any Lease Year shall be prorated and shall be due on the first day of the partial month period. Rent shall not commence until the earlier of (i) the date the Tenant's build-out of the Centers Building is substantially complete. or (ii) _____, 2026.

(b) No Set Off:

Tenant shall pay all rent and all other charges due under this Lease without notice or demand and free from any charges, taxes, assessments, impositions, claims, damages, expenses, deductions, set-offs, counterclaims, abatement, suspension or defense of any kind. It is the intention of the parties that the obligations of Tenant shall be separate and independent covenants, that the rent and all other charges payable by Tenant shall continue to be payable in all events, and that the obligations of Tenant shall continue unaffected unless the requirement to pay or perform the same shall have been terminated or modified pursuant to an express provision

of this Lease. Except as expressly provided in this Lease, Tenant shall pay and be responsible to Landlord for all taxes, assessments, insurance and all costs, expenses, obligations, liabilities and acts necessary to and for the proper use, operation, maintenance, repair, replacement, care and occupancy of the Premises.

Section 2.2 – Security Deposit. Intentionally Deleted.

Section 2.3 - Place of Payment. Payment of Base Rent shall be made to Landlord at the address set forth in Section 15.4, or to such other person, legal entity or address as Landlord shall designate by written notice to Tenant.

ARTICLE III

Use

Section 3.1 - Use of Premises. Tenant covenants and agrees that during the Term of this Lease, the Premises shall only be used and occupied for and as an early childhood care, early literacy in early childhood stage of learning, and workforce development for aspiring early childhood educators' facility. Tenant shall not do or suffer any waste or damage, disfigurement or injury to any portion of the Premises nor to the other property and improvements on or at the Real Property.

Section 3.2 - Compliance with Laws and Regulations. Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall promptly comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements of all Federal, State and municipal governments ("Applicable Laws"), which may be applicable to Tenant's use and occupancy of the Premises. Notwithstanding the foregoing, if any repairs, replacements, alterations or additions are required to be made to the Premises as a result of any changes in Applicable Laws, then the allocation of the cost thereof shall be governed by Article V below.

Section 3.3 – Rubbish. Tenant shall keep all rubbish in closed containers and keep the areas of the Premises free from boxes, cartons, and rubbish. Landlord shall designate space for Tenant's trash receptacles. Costs associated with Tenant's trash removal shall be borne by the Tenant.

Section 3.4 – Hazardous Materials.

(a) During the Term, Tenant shall not use, generate, place, store, release or otherwise dispose of Hazardous Materials (defined below) in or about the Premises. Notwithstanding, Tenant may use and have at the Premises small quantities of Hazardous Materials which are needed and commonly used in the permitted activities at the Premises provided the same are safely handled, stored and disposed of in accordance with law. In the event of a breach of the foregoing, Tenant shall promptly undertake remediation or removal in a manner approved by Landlord (which approval shall not be unreasonably withheld) and in accordance with all

Environmental Laws. Tenant shall indemnify, defend and hold Landlord and Landlord's officers, directors, employees, members, agents, and contractors ("Landlord's Affiliated Parties") harmless from and against, and reimburse Landlord for, all Hazardous Materials Liabilities (defined herein) asserted against or incurred by Landlord or Landlord's Affiliated Parties as a result of a breach of Tenant's obligations under this Section 3.4(a) and/or as a result of any liability arising as a result of or in connection with the use or storage of any permitted or unpermitted Hazardous Materials at the Premises. .

(b) As used herein the term "Hazardous Materials" means any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in any Environmental Laws.

(c) As used herein, the term "Environmental Laws" shall mean, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of governmental authorities with respect thereto, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Hazardous and Solid Waste Amendments of 1984, as amended (42 U.S.C.A. 6901 et seq.), the National Environmental Policy Act, as amended (42 U.S.C. 4321, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), the Clean Water Act, as amended (33 U.S.C. Sections 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Sections 7401, et seq.) and the Occupational Safety and Health Act, as amended (29 U.S.C. Sections 651, et seq.).

(d) The term "Hazardous Materials Liabilities" as used herein means all claims, damages, losses, forfeitures, expenses or liabilities arising from or caused in whole or in part, directly or indirectly, by a breach by the other party of its covenants under Sections 3.4(a) and (b), including all costs of defense (including reasonable attorneys' fees and other costs of litigation), all consultants' fees, and all costs of investigation, repair, remediation, restoration, cleanup, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.

(e) The provisions of this Section 3.4 shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE IV

Landlord's Covenants of Title

Tenant shall, upon paying the Base Rent reserved hereunder and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, peaceably and quietly, have and hold the Premises, without hindrance or molestation by any person or persons lawfully claiming by, through or under Landlord, subject, however, to (i) the terms of this Lease, (ii) conditions, restrictions, easements and other matters of record, and (iii) all applicable laws, ordinances and codes.

ARTICLE V

Alteration and Repairs

Section 5.1 – Condition of Premises; Tenant Work. Except as otherwise set forth herein, the Premises is being leased to Tenant without any representation or warranty by Landlord, "AS-IS, WHERE IS AND WITH ALL FAULTS." Notwithstanding, with respect to Landlord's work ("Landlord's Work") as described in Exhibit D attached hereto and made a part hereof Tenant shall have the benefit of any warranties provided by the contractors, subcontractors, and materialmen performing the work. Tenant shall perform or cause to be performed such work in the construction of the Premises as required of Tenant and as set forth in the "Project Work Exhibit" ("Tenant's Work") in a good and workmanlike manner using only new materials and in accordance with all applicable laws, code and all approvals and permits required by the City of Parma Heights. For avoidance of doubt, Tenant's Work required to be performed by Tenant includes any and all work in the construction and development of the Premises not expressly required to be performed by Landlord pursuant to this Lease.

Section 5.2 – Landlord Maintenance. After construction of the Centers Building shell, the shared Demising Wall and performance of Landlord's Work required under Exhibit D, Landlord, at its sole cost and expense except as specifically provided otherwise, shall be responsible for the following maintenance, repair and replacements:

(a) All maintenance, repair and replacement of the Library Building and the common wall shared with the Centers Building (excluding any surface treatments or other improvements or attachments made to such common wall by the Tenant). Notwithstanding, Landlord shall not be responsible for damage caused or repairs required by acts or omissions of Tenant or Tenant's employees, clients, invitees, licensees or Tenant's contractors or subcontractors.

(b) All necessary maintenance, repairs and replacements to and for the common elements of the Real Estate and the improvements and mechanical equipment thereon, including landscaping, snow removal, vehicle parking and other exterior common areas, common sidewalks and other common pedestrian ways, common landscaped areas, and utility systems serving the common areas and the like (including common utility lines serving both the Premises and the Library Building but only to the point of connection to the perimeter of the Premises),

but shall not include: the Premises, the Play Area, any mechanical systems, distribution improvements or components exclusively serving the Premises, any and all improvements to or within the Premises and any signage or other improvements made by Tenant outside of the Premises and Play Area.

(b) Mechanicals (heating, vents, electrical, water, HVAC etc.) and life/safety improvements/systems serving the Library Building and those central mechanicals and central life/safety improvements, if any, installed by Landlord for shared service to the Library Building and to the Centers Building; provided, however, Tenant shall be responsible the entirety of the cost for improvements and distribution related to such improvement within the Centers building and those exclusively serving the Centers buildings. Tenant shall further be responsible for a share of the cost of other maintenance, repair and replacement performed by or for Landlord for mechanicals and life/safety improvements serving both the Library and the Centers Building based upon Landlord's reasonable allocation of such costs utilizing factors which may include proration bases on squared footage, usage or other bona fide factors. For avoidance of doubt, Landlord shall not be responsible for cost and expense for mechanicals nor life/safety improvements installed by Tenant or solely serving Tenant or the Premises.

(c) Any such maintenance, repair or replacement for which Landlord is responsible shall be performed in such manner as will not unreasonably interference with Tenant's operations. Any such maintenance, repair or replacement for which Tenant is responsible shall be performed in such manner as will not unreasonably interference with Landlord's operations.

(d) Tenant shall provide Landlord written notice of the necessity for maintenance or repairs coming to the attention of Tenant where such are the responsibility of Landlord following which Landlord shall have a reasonable time to undertake and complete such repairs. Landlord shall not be responsible for delays in the performance of repairs or maintenance caused by Force Majeure Event(s). For purposes of this Lease "Force Majeure Event(s)" include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Lease; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the party required to perform the obligation.

Section 5.3 Tenant Maintenance. Tenant shall keep and maintain the entire Premises (with the exception of items to be maintained, repaired and replaced by Landlord pursuant to Section 5.2 but not intending to except those items noted in Section 5.2 as being a Tenant responsibility), both structural and non-structural, including but not limited windows, doors (interior and exterior), walls, floors, roof, fencing around the Play Area (and all improvements to the Play Area and landscaping/turf within the Play Area), all above ground and below ground

service lines (electric, water, sewer, data et al) dedicated to service for the Premises in good, clean, safe, sanitary condition and repair. Tenant shall keep the Premises and all parts and components thereof from falling temporarily out of repair or deteriorating. Tenant shall further fully comply with all health, life/safety and police regulations in force and assure that the Premises remains compliant with all applicable laws and codes. Tenant shall promptly remove any debris left by Tenant, its employees, volunteers, agents, contractors, clients or invitees in the parking area, Premises doorways, entrances and exits, adjacent sidewalks or other exterior areas of the Premises used by Tenant or its employees or invitees. Tenant shall keep and maintain the Play Area clean and sanitary and in good condition and repair. Notwithstanding the foregoing, prior to making repairs or replacements of the roof, structural or mechanical components (if any) that were included in the work performed by or on behalf of the Landlord pursuant to Exhibit C and are required to be performed by Tenant, Tenant shall provide prior written notice to Landlord of the nature and type of maintenance, repair or replacement to be conducted. In the event any of the work to be completed as set forth in such notice may or would impact the Library Building, its systems or any warranties that may be applicable relating to the original construction or subsequent construction or other work contracted for by Landlord, then in order to avoid any interruption, impairment or jeopardy to any existing warranties that are applicable to the roof, structural or mechanical components, Landlord shall have the right at its election require that Tenant coordinate such work with Landlord and the provider of the applicable warranties to assure the warranty(ies) is/are not impaired.

Section 5.4 - Improvements by Tenant. Except as set forth in Article V, Tenant shall make no changes, alterations or additions (“Alterations”) to the Premises exceeding Five Thousand Dollars (\$5,000.00) in any calendar year, or which may materially impact the Library Building or shared mechanical systems without the prior written permission of Landlord, which permission shall not be unreasonably withheld, conditioned or delayed. Landlord shall promptly sign and execute such documents or otherwise evidence its approval, consent or grant of authority, as required by any public authorities having jurisdiction thereover, to facilitate issuance to Tenant of necessary licenses or permit to make or perform any permissible Alterations. Tenant shall have the right to install any non-structural Alteration(s) that do not exceed the dollar threshold set forth above, without Landlord’s consent.

Section 5.5 - Liens. Tenant shall indemnify and save Landlord harmless from any claims for material or labor, or workmen’s compensation claims in connection with any repairs or improvements made by Tenant, including Tenant’s Work, and Tenant shall have no authority on behalf of Landlord to give anyone the right to place a lien on the Premises or any part thereof, and shall take all commercially reasonable steps permitted by law in order to avoid the imposition of any such lien. Should any such lien be placed on the Premises, Tenant shall have the same removed by bonding or otherwise within thirty (30) days after Tenant has notice that such lien is filed; and upon failure to do so, Landlord shall have the right to take steps to have the same removed and the cost thereof, including but not limited to attorneys’ fees and costs shall be paid by Tenant to Landlord as additional rent due on the first (1st) day of the month subsequent to the month in which Landlord incurs said costs.

ARTICLE VI

Utilities

Tenant shall pay all charges for utilities, including gas, heat, water, sewer, and electricity, rented or supplied upon or in connection with the Premises during Tenant's occupancy. Landlord shall provide billing for any master utility services based on submetering of Tenant's usage. Landlord shall not interrupt any utility services to the Premises except for temporary interruption in the case of maintenance and repair. If (i) any failure, delay, interruption, diminution or discontinuance of utility services renders all or a substantial portion of the Premises untenable (an "Interruption Event"), (ii) such Interruption Event was not caused by Force Majeure Event(s), condemnation or the negligence of Tenant, its employees or contractors and was Landlord's responsibility and was within the reasonable control of Landlord to prevent, and (iii) such Interruption Event continues for fifteen (15) consecutive business days after written notice to Landlord, then, commencing on the sixteenth (16th) consecutive business day of the Interruption Event, Base Rent shall abate proportionately for the period thereafter that the Premises are untenable.

ARTICLE VII

Insurance

Section 7.1 – Landlord's Insurance. Landlord shall, during the Term, procure and maintain "special form" property insurance covering the Building and the Premises in an amount not less than the full replacement value (less commercially reasonable deductibles) excluding foundation, footings and other below grade structural elements. Landlord shall also maintain commercial general liability insurance with the limits defined by Landlord. Tenant shall reimburse Landlord for the portion of the premium for property insurance allocable to Premises included in the Landlord's property insurance policy. The amount payable by Tenant shall be determined by an allocation recommended by the Landlord's insurance advisor subject to Tenant's reasonable approval and the same shall be re-adjusted from year to year when the actual premium amount is determined. Tenant shall make payment of its share of the premium to Landlord at least ten (10) business days prior to the date the same is due to be paid to Landlord's insurance provider. Landlord shall furnish a certificate evidencing property insurance on the Commencement Date, and, if so requested by Tenant, upon any renewal of the Initial Term of this Lease.

Section 7.2 - General Liability Insurance.

(a) From and after the Commencement Date, Tenant shall maintain a policy of commercial general liability insurance (including contractual liability insurance assumed under this Lease) protecting Landlord and Tenant against all claims for personal injury, death or property damage occurring upon, in or about the Premises resulting from Tenant or its employees', agents', and invitees' use or occupancy thereof, with a minimum limit of One

Million and 00/100ths Dollars (\$1,000,000.00) per occurrence combined single limited with respect to bodily injuries to or death or property damage and a minimum limit of Two Million and 00/100ths Dollars (\$2,000,000.00) general aggregate, with deductible amounts reasonably approved by Landlord. Tenant's liability insurance shall also include an additional umbrella policy with limits of not less than One Million and 00/100ths Dollars (\$1,000,000.00) and an policy or endorsement with additional coverage of not less than One Million and 00/100ths Dollars (\$1,000,000.00) for sexual abuse and molestation coverage. Liability insurance shall also provide that the general aggregate limits apply to this location only. Such insurance shall be primary to and not contributory to any similar insurance carried by Landlord and shall contain a severability of interest clause. The insurance required above shall name Landlord as an additional insured.

(b) From and after the Commencement Date, Tenant shall maintain a "special form" commercial property insurance policy, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises (including, but not limited to, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease), the plate glass in or surrounding the Premises and all Tenant improvements and any other leasehold improvements installed in the Premises by or on behalf of the Tenant.

(c) From and after the Commencement Date, Tenant shall maintain workers' compensation coverage in form and amounts required by law.

Section 7.3 – Mutual Waiver of Subrogation. Notwithstanding any provision of this Lease to the contrary, whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through or under it, in connection with the Premises (even if such loss or damage shall be brought about by the fault or negligence of the other party or its employees, agents, or contractors, other than due to gross negligence or willful misconduct), and (b) such party is then covered in whole by insurance with respect to such loss, cost, damage or expense, or is required under this Lease to be so insured, then the party so insured (or so required) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this Article VII and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary.

Section 7.4 - Certificates of Insurance. At or prior to the Commencement Date of this Lease, Tenant shall provide Landlord with certificates of insurance certifying that all insurance required to be carried by Tenant under the terms of this Lease is in full force and effect. No less than ten (10) days before the expiration of any such insurance policy, Tenant shall furnish

Landlord with a new certificate of insurance certifying that such policy has been renewed or replaced.

Section 7.5 - Qualification of Insurers. All insurance provided for in this Lease shall be affected under enforceable policies issued by insurers of recognized responsibility, authorized to do business in the State of Ohio.

Section 7.6 - Indemnification. Subject to the terms of Section 7.3, Tenant will protect, indemnify and save harmless Landlord and Landlord's employees and board of trustees from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses") to the extent imposed upon or incurred by or asserted against Landlord, its employees and/or board of trustees by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises resulting from any act or omission of Tenant or anyone claiming by, through or under Tenant other than Landlord; or (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. If any action, suit or proceeding is brought against Landlord, its employees or board of trustees by reason of any such occurrence, Tenant will, at Tenant's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel reasonably approved by Landlord.

Section 7.7 – Builder's Risk Insurance. During such time as any construction is being conducted or improvements are being constructed, Tenant must obtain Builder's Risk Insurance on an "all risk" basis in the amount of not less than that approved by Landlord, insuring the Landlord, including materials in storage or other casualty, vandalism and malicious mischief coverage, bearing a replacement cost agreed amount endorsement.

ARTICLE VIII

Destruction and Condemnation

Section 8.1 – Damage or Destruction.

(a) If the Premises or any structures or improvements within or upon the Premises are materially damaged or destroyed during the Term, or if the Library Building shall be materially damaged or destroyed, then Landlord may elect to terminate this Lease, or may elect to cause the Library Building and the shell and core of the Premises (but not improvements and alterations made by Tenant) to be restored to a condition substantially equivalent to the existing condition immediately preceding the occurrence. Such repair and restoration of the shell and core of the Premises (intending to include the shell and core of the Premises as delivered to Tenant for Tenant's Work under section 5.1 of this Lease) shall be at Landlord's expense. The cost of replacing or repairing the. Tenant's improvements to the shell and core of the Premises, Tenant's fixtures or personal property and alterations are at Tenant's expense. Notwithstanding the

foregoing, if (i) the cost to be included by Landlord to repair such damage exceeds fifty percent (50%) of the replacement cost of the Library Building with the shell and core of the Premises, or (ii) if such damage cannot be reasonably repaired within one hundred eighty (180) days following the date of the casualty (as determined by a reasonable commercial contractor selected by Landlord in its reasonable discretion), then each of Landlord or Tenant shall have the right to terminate this Lease effective as of the date of the casualty.

(b) Within sixty (60) days following any damage to or destruction of the Premises or to the Library Building impacting the Premises, Landlord will provide to Tenant an estimate from a reputable commercial contractor which sets forth the estimated time and cost of completion of repairs as well as the estimated replacement cost of the Library Building and including the shell and core of the Premises as originally required to be delivered as part of the original construction (the "Repair Estimate"). If the Repair Estimate indicates that any of the conditions in Section 8.1(a) is met where a right to terminate, then Tenant and Landlord shall each have thirty (30) days following the date on which Landlord delivers the Repair Estimate to Tenant to elect to terminate this Lease. If neither party delivers notice to the other of its election to terminate this Lease on or before the thirtieth (30th) day following Landlord's delivery of the Repair Estimate to Tenant, then both parties will be deemed to have elected not to terminate this Lease, and Landlord will promptly proceed to complete the repairs to the Library Building and the Premises shell and core. Tenant shall similarly promptly proceed to complete the repairs for which it is responsible coordinating its work so as not to interfere with the repair work of the Landlord. All insurance proceeds from Landlord's property insurance which relate to the Library Building, the shell and core of the Premises and related improvements and not to Tenant's contents shall be the property of Landlord. Landlord shall abate the Base Rent and all other charges payable from the date of the casualty event and during the period in which Landlord's repairs and restoration are taking place to the extent the Premises are unusable. If Landlord or Tenant shall elect to terminate this Lease, the Lease shall terminate effective as of the date of the casualty and all amounts payable by Tenant under this Lease shall be prorated to the last date that the Tenant shall have had use and occupancy of the Premises. In the event of a termination of this Lease pursuant to the preceding sentence, any and all insurance policy proceeds received by Tenant for loss, repairs or reconstruction relevant to the Premises or any part of the Premises, other than for compensation for loss or damage to Tenant's personal property or trade fixtures, shall be paid out and shall belong to Landlord.

Section 8.2 – Taking of Whole. If Landlord receives notice of the intention of any authority to appropriate, take or condemn any portion of the Premises or the Real Estate for public or quasi-public use under any right of eminent domain, condemnation or other law (collectively, "Taking"), Landlord shall promptly notify Tenant thereof. If the whole of the Premises shall be subject to a Taking, or if such Taking relates to a portion of the Premises that as a result thereof the balance cannot be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such Taking, then in either of such events, this Lease shall terminate upon delivery of possession to the condemning authority, and any award, compensation or damages (hereinafter sometimes called the "award") shall be paid to and be the sole property of Landlord whether the award shall be made as compensation for diminution of

the value of the leasehold estate or the fee of the Real Estate or otherwise and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such award. Notwithstanding the foregoing, Tenant shall have the right to recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to Tenant, including the right to file a claim for and receive compensation for moving expenses and costs or loss to which Tenant might be put in removing Tenant's equipment and personal property, but not the Leasehold. Tenant shall continue to pay Base Rent and other charges hereunder until the Term is terminated.

ARTICLE IX

Subordination; Relationship of the Parties; Tenant Financing

Section 9.1 - Subordination. Tenant agrees that this Lease shall be subordinate to any mortgage or mortgages which now are or which shall hereafter be placed upon the Premises or any part thereof at any time by Landlord; provided that Tenant's right of possession of the Premises shall not be disturbed by any mortgagee so long as Tenant is not subject to an Event of Default (defined below) under this Lease. Such subordination shall be subject to Landlord causing any lender with a security interest in the Premises to enter into a Subordination, Non-disturbance and Attornment Agreement ("SNDA"), among Landlord, Tenant and Landlord's lender, in a form reasonably acceptable to all such parties. If Landlord's fee interest is currently encumbered by a mortgage, then Landlord shall cause Landlord's lender to execute and record an SNDA in a form reasonably acceptable to Landlord, Tenant and Landlord's lender.

Section 9.2 – Estoppel Certificates. Within thirty (30) days after the other party's request from time to time, Landlord and Tenant each agree to execute and deliver to the requesting party, for the benefit of such persons as the requesting party names in such request, a statement in writing and in substance reasonably satisfactory to the requesting party certifying the following: (a) whether this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications); (b) the dates to which the Base Rent has been paid; (c) whether Tenant has accepted possession, whether the Term has commenced, whether Tenant is occupying the Premises, whether the non-requesting party knows of any default under this Lease by the requesting party and whether there are any defaults or offsets which the non-requesting party has against enforcement of this Lease by the requesting party; and (d) the commencement date of this Lease and the expiration date of this Lease.

Section 9.3 - No Joint Venture. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Lease a Joint Venture or Partnership relation between them: it being their sole purpose and intent to create only a Landlord-Tenant relationship.

ARTICLE X

Access

Section 10.1 - Access by Landlord. Tenant will permit Landlord and/or its authorized representatives to enter the Premises at all reasonable times after twenty-four (24) hours advance notice for the following purposes (provided that no prior notice is required in the event of emergency): (1) inspecting the same (including inspections by governmental officials or Landlord's insurance agent); (2) to the extent Landlord is otherwise permitted under the Lease for purposes of making necessary repairs thereto, and performing any work therein that may be necessary by reason of Tenant's failure to make any such repairs or perform any such work or to commence the same after written notice from Landlord; (3) showing the Premises to prospective buyers; or (4) during the last six (6) months of this Lease, showing the Premises to prospective tenants. Nothing herein shall be deemed or construed as a duty upon the part of Landlord to do any such repairs upon Tenant's default in failing to perform the same. In all instances, when Landlord enters upon the Premises, it shall use commercially reasonable efforts to minimize interruptions with Tenant's business operations.

ARTICLE XI

Assignment and Subleasing

Tenant may not assign this Lease or sublet the Premises without the written permission of Landlord and the City of Parma Heights, which may be withheld for any reason. Notwithstanding anything in this Article XI to the contrary, Landlord and the City of Parma Heights shall not unreasonably withhold consent where Tenant may transfer, whether by assignment, operation or law or otherwise, (a) in connection with the sale of all or substantially all of the business and assets of Tenant, whether by sale of equity, sale of assets, merger, consolidation or otherwise to a non-profit entity for which purpose of utilizes the Premises for the same purposes as were engaged in by the Tenant or (b) to any parent, subsidiary or affiliate of Tenant, provided such entity to performs the same purposes as were engaged in by the Tenant at the time of this lease (each a "Permitted Transfer"), in each case without the consent of Landlord. In the event of any permissible assignment or transfer of this Lease, whether consented to by Landlord and the City of Parma Heights or whether the transfer is a Permitted Transfer and exempt from Landlord consent as provided above, Tenant shall remain primarily responsible for all obligations under this Lease following any Permitted Transfer, unless (i) the assignee or transferee, as applicable, has the same or greater net worth than Tenant as of the date of this Lease, and (ii) based upon reasonable financial projections prepared and provided by the transferee or assignee, the transferee or assignee is deemed by a neutral financial expert approved by both Landlord and Tenant to have the financial ability to satisfy all remaining obligations under this Lease, in which case Tenant shall be released from any and all obligations under this Lease arising from and after the date of such assignment or transfer.

ARTICLE XII

Default

Section 12.1 – Tenant’s Default. Each of the following shall constitute an “Event of Default” by Tenant:

- (a) Failure of Tenant to pay any Base Rent or any other sums due hereunder within ten (10) days after they are due and payable;
- (b) Neglect or failure by Tenant to perform or comply with any of the agreements, terms, covenants or conditions of this Lease, other than those referred to subsection (a) above, for a period of thirty (30) days after notice from Landlord to Tenant specifying the items in default, or in the case of a default which cannot with due diligence be cured within such thirty (30) day period, failure of Tenant within such thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and to completion;
- (c) The occurrence of any event, whether by action or omission of Tenant, its agents, employees, invitees, representatives or contractors, which causes Landlord to be in breach of or default under applicable law or in violation of any covenant or restriction of record (including, but not limited to, any covenant included in Landlord’s deed to the Property when the same was transferred to Landlord by the City of Parma Heights);
- (d) Any assignment made of the property of Tenant or any guarantor of Tenant’s obligations hereunder for the benefit of creditors;
- (e) The appointment of a receiver, trustee or assignee for Tenant with respect to all or substantially all of its assets;
- (f) The declaration of bankruptcy or insolvency by Tenant; or
- (g) The commencement of any bankruptcy proceedings by or against Tenant, provided, however, the commencement of an involuntary proceeding against Tenant shall not be an Event of Default if dismissed within sixty (60) days following commencement.

Section 12.2 - Landlord’s Remedies. Upon the occurrence of an Event of Default by Tenant, this Lease shall, at the option of Landlord, terminate and come to an end on the date specified in a notice of cancellation from Landlord to Tenant, and Tenant shall quit and surrender the Premises to Landlord as if the term hereunder ended by the expiration of the time fixed herein, but Tenant shall remain liable for all sums accruing prior to the termination of this Lease.

If an Event of Default occurs and Landlord elects not to terminate this Lease, then (a) Landlord shall have the immediate right, pursuant to legal process, if any be applicable, to either pay any sums or do any act on behalf of Tenant, in order to cure a default by Tenant, and any sums expended by Landlord, together with interest thereon shall be immediately due and payable by Tenant to Landlord, or (b) Landlord may, re-enter the Premises and Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

Section 12.3 – Landlord’s Default and Tenant’s Remedies. Landlord's failure to perform or observe any of its obligations under this Lease shall constitute an Event of Default by Landlord under this Lease. If such failure shall continue for a period of thirty (30) days after Tenant's written notice to Landlord specifying the default, then Tenant may cure the failure on behalf of Landlord and pursue its available remedies at law. Notwithstanding, the foregoing, if Landlord shall elect to cure a Landlord default and commences such cure within thirty (30) days after Tenant’s notice of default, then Tenant may not pursue its remedies at law so long as Landlord diligently completes its cure of the default within a reasonable time.

Section 12.4 - Non-Waiver.

(a) Landlord’s failure to act upon breach of any of the covenants of this Lease by Tenant shall in no way constitute a waiver of the rights of Landlord, at any time in the future, to act upon such default; nor shall any such failure to act prevent Landlord from acting in the event of any other or further breach of Tenant’s covenants.

(b) Tenant’s failure to act upon breach of any of the covenants of this Lease by Landlord shall in no way constitute a waiver of the rights of Tenant, at any time in the future, to act upon such default; nor shall any such failure to act prevent Tenant from acting in the event of any other or further breach of Landlord’s covenants. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by Tenant.

Section 12.5 - Deferred Payments. No delay or delays in the payment of rent reserved in manner or in times stipulated and no failure of Landlord to enforce the provisions of this Lease upon such occasion or in the case of default of any covenant herein contained on the part of Tenant to be performed shall be construed as creating a custom of deferred payments or as a waiver of any of the provisions of this Lease or of Landlord’s right to terminate this Lease or otherwise to enforce the provisions thereof.

Section 12.6 - Provisions not Exclusive. Any and all rights and remedies herein created for Landlord shall be cumulative, and the use of one remedy shall not be taken to exclude or waive the right to the use of another. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies Landlord would otherwise have by law.

ARTICLE XIII

Termination and Surrender

Section 13.1 - Condition of Premises. Upon expiration or other termination of this Lease, whether by operation of the terms and conditions herein, Tenant shall:

- (a) Quit and surrender the Premises (and any improvements made by Tenant, shall remain and become the property of Landlord, except that movable partitions and trade fixtures may be removed as provided in Section 13.1(b)), in broom clean condition and in at least as good condition and repair that the Premises was originally delivered to Tenant, ordinary wear and teary excepted; and
- (b) Remove from the Premises its goods and personal property and those of all persons claiming under Tenant, such goods and personal property to include but not be limited to all movable partitions erected by it, other personal property, appliances, shelving and all other trade equipment, trade fixtures, and stock which Tenant may have installed in, or brought upon, the Premises.

All repairs, alterations, other improvements or installations made to or upon the Premises, which are so attached to the realty that the same will be by law deemed to be a part of the realty, shall be the property of Landlord and remain upon, and be surrendered with, the Premises upon the termination of the term of this Lease. Notwithstanding the foregoing, all trade fixtures, installed by Tenant after commencement of this Lease and Tenant signs, whether by law deemed to be a part of the realty or not, installed by Tenant at any time or anyone claiming under Tenant, shall remain the property of Tenant or persons claiming under Tenant and may be removed by Tenant or anyone claiming under Tenant at any time or times during the term of this Lease; provided, that any damage caused during such removal shall be immediately repaired.

Section 13.2 - Holding Over. If Tenant remains on the Premises beyond the expiration of the Lease, without the written consent of Landlord, such holding over shall be deemed to create a month-to-month tenancy, subject to all the terms and conditions of this Lease in effect immediately prior to such expiration.

ARTICLE XIV

Miscellaneous Provisions

Section 14.1 - Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.

Section 14.2 - Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 14.3 - Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

Section 14.4 - Notice. Any notice, demand, offer or other written instrument (“Notice”) required or permitted to be given, made or sent under this Lease shall be in writing, signed by or on behalf of the party giving such Notice and shall be hand delivered or sent, postage prepaid, by Federal Express or other reliable overnight delivery, or by Certified Mail, Return Receipt Requested, addressed as follows:

TO LANDLORD: Cuyahoga County Public Library
 2111 Snow Road
 Parma, OH 44134
 Attn: Chief Operations Officer

TO TENANT: The Centers for Families and Children
 4500 Euclid Avenue
 Cleveland, Ohio 44103
 Attn: Chief Executive Officer

Either party may change its address set forth in this Section by giving notice to the other party in accordance with this Section.

Section 14.5 - Notice of Lease and Memorandum of Lease. This Lease shall not be recorded. With Landlord’s written consent first obtained, a memorandum of lease may be recorded in accordance with the law.

Section 14.6 - Counterparts. This Agreement shall be executed in one or more copies, each of which shall be deemed an original and all of which when taken together shall be deemed to be one Lease.

Section 14.7 - Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted to render such portion valid or consistent.

Section 14.8 – Ohio Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio, without regard to its choice or conflicts of laws provisions.

Section 14.9 - Successors. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, personal representatives, successors and permitted assigns.

Section 14.10 - Force Majeure. Except as otherwise specifically provided elsewhere in this Lease, in any case where either party is required to do any act, the time for such performance shall be extended by the period of delays caused by fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond the reasonable control of such performing party, provided that this shall not excuse any delay in the payment of any Base Rent due.

Section 14.11 - Entire Agreement. This Agreement contains the entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

Section 14.12 – Business Day. Whenever the time for performance of an obligation occurs or expires on a day other than a “business day,” the time for performance thereof shall be extended to the next business day. As used herein, the term “business day” shall mean all days, excluding (i) Saturday and Sunday, and (ii) any day that is a national holiday in the United States or a state holiday in the State of Ohio.

Section 14.13 – Lease Rider. Attached hereto as Exhibit E is an OHS LEASE RIDER (“Lease Rider”) to be completed and entered by the parties concurrently with the execution of this Lease. The Landlord hereby consents to Lease Rider subject to the mutual completion and execution of the same by both Landlord and Tenant.

Section 14.14 – Written Authorizations of the City of Parma Heights. The City of Parma Heights has, by and through a General Warranty Deed of Conveyance to the Landlord, recorded in the Cuyahoga County Fiscal Office as AFN 202501090289, reserved an interest in the Real Property, requiring written authorizations by the City of Parma Heights for certain transactions. Tenant acknowledges the reservations in the noted General Warranty Deed of Conveyance.

[EXECUTION PAGES AND NOTARY FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**LANDLORD:
CUYAHOGA COUNTY PUBLIC LIBRARY**

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio, on behalf of the _____.

Notary Public

**TENANT:
THE CENTERS FOR FAMILIES AND CHILDREN**

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of **THE CENTERS FOR FAMILIES AND CHILDREN**, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

EXHIBIT A – Premises

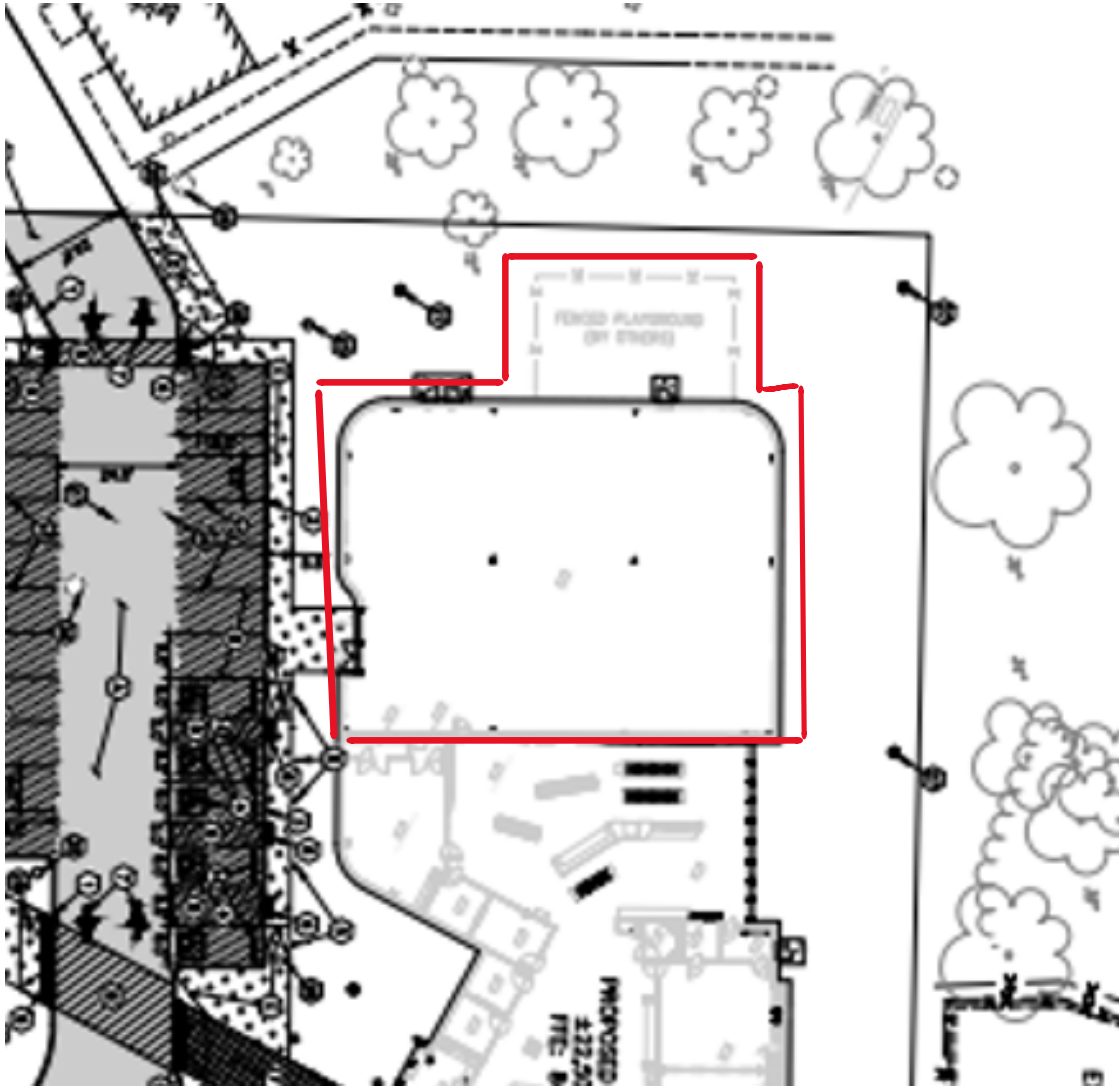


Exhibit B – Play Area



Exhibit D
Description of Landlord's and Tenant's Work/ Project Exhibit

Tenant's Work shall include the following:

Shell/Core

- Installation of concrete slab-on-grade floor
- Installation of all interior construction and improvements to provide a complete finished space, including all interior walls, furring, drywall, ceilings, and finishes
- Installation of drywall on Centers Facility side of exterior walls and demising walls
- Installation of all interior, and exterior signage related to the Centers Facility including, but not limited to, directional, reserved parking, pick-up/drop-off, entrance/exit. All signage to be coordinated with an approved by Library.

HVAC

- Installation of VAV terminals, including related air distribution stems, diffusers, and related items
- Installation of supplemental baseboard heating if it is determined that heating will be required beyond that supplied via the HVAC rooftop
- Installation of a temperature control system that is compatible with the Library's BMS system

Electrical

- Installation of electrical service distribution within the Centers Facility including, but not limited to wiring, distribution boxes, outlet boxes, outlets, switches, GFI et al
- Installation of all interior lighting improvement, fixtures etc
- Installation of electrical service, lighting and related for the Play Area

Communication; Data

- Installation of all cable distribution within the Centers Facility
- Installation of all equipment (network and communication/data equipment) needed within the Centers Facility

Fire Protection

- Installation of sprinkler lines and heads with distribution within the Centers Facility per code
- Installation of all fire alarm wiring and devise, with all to be compatible with the Library alarm system

Landlord's Work shall include the following:

Shell/Core

- Providing a shell building under rood with exterior walls with insulation, exterior windows, doors, and a demising wall between the Library and Centers Facility with a gross area of approximately 6,000 square feet

HVAC

- Installation of central HVAC rooftop unit for the Centers Facility. Supply air and return air stub-ins will be in place for Library connection. One empty conduit will be included for temperature control system wiring to Library's BMS control panel.

Electrical

- Installation of an electrical panel within the Centers Facility.
- Installation of a meter socket and discount.
- Installation of a submeter for measuring service usage at the Centers Facility (including usage for any ancillary exterior lighting related to Centers Facility).

Communication; Data

- Providing a telecom closet within the Centers Facility for telecom/data to enter the Centers Facility
- Providing one empty conduit with pull string for telecom cabling from the Centers Facility back to the Library telecom/data room.

Plumbing

- Providing master water meter and a separate water submeter for Center Facility
- Providing a domestic cold-water line with shut-off valve, stubbed into Centers Facility at a point of connection to the Library.
- Providing sanitary connection from the Centers Facility.
- Providing roof penetrations for necessary plumbing vents/exhausts (NOTE: CENTERS shall use the library's building roofer for all penetrations.

Fire Protection

- Providing a sprinkler tap from the Library facility main trunk line to a point in the perimeter of the Centers Facility
- Providing a dry connection to the Library fire alarm system and a junction box within the Centers Facility

Permits, inspections and approvals together with compliance with any applicable laws, rules and regulations are the responsibility of the party responsible for the particular work to be performed. For avoidance of doubt, Centers is responsible for compliance with any special standards or requirements imposed by law by reason of the nature of its business and activities. Work is to be performed in good, workmanlike manner according to applicable codes. Each party is responsible for their own security systems and general site security for all portions under their respective control. Library is not responsible for security for the Centers Facility, nor for parking areas used by visitors/employees/volunteers at or to the Centers Facilities, nor for security on roadways or other exterior areas.

Exhibit E
Form of HHS Lease Rider

OHS LEASE RIDER

This Lease RIDER (“Rider”), made as of Click here to enter a date., by and between CUYAHOGA COUNTY PUBLIC LIBRARY (“Lessor”), THE CENTERS (“Tenant”), and United States Department of Health and Human Services, Administration for Children and Families (“HHS/ACF”) attaches to the lease between Lessor and Recipient entered into on Click here to enter a date., for the real property located at Legal Address TBD (“Lease”). HHS/ACF is not a party to the attached Lease, but joins in execution of this document solely to evidence its consent to the provisions hereof.

WITNESSETH:

WHEREAS, Lessor is the owner of real property located at Pearl Road, Parma Heights, Ohio and described in Exhibit A attached hereto and hereby incorporated into this Rider (the “Property”);

WHEREAS, On Click here to enter a date., the United States Department of Health and Human Services, Administration for Children and Families (“HHS/ACF”) awarded Award Number Click here to enter text. in the amount of Click here to enter text. to Tenant for the purpose of operating a Head Start facility in Click here to enter text.;

WHEREAS, Tenant has agreed to lease the above-described Property (“Leased Premises”) from Lessor for the purpose of operating a Head Start facility, pursuant to a lease, a copy of which is attached hereto as Exhibit B (the “Lease”), which establishes a leasehold interest (the “Leasehold”) for the benefit of the Tenant;

WHEREAS, HHS/ACF has approved Tenant’s planned use of its award of Head Start award for placement of a modular unit on Leased Premises or to fund leasehold improvements on the Leased Premises, which consist of either construction of a facility on the Property or major renovation of the Leased Premises (the “Improvements”), and;

WHEREAS, HHS/ACF has and will continue to have a Federal Interest (defined below) in the Leasehold and Improvements because the Tenant has used Federal funds issued by HHS/ACF to place a modular unit on the Leased Premises or make Improvements to the Leased Premises. The Federal Interest includes any future HHS/ACF awards made for Improvements to the Leasehold.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. Definitions: Under this Rider, the following terms are defined as follows:

- (a) Event of Default: The term “Event of Default” means an event of default under the Lease.

- (b) Federal Interest: The term “Federal Interest,” in the context of the Lease, is the interest of HHS/ACF in the Leasehold that secures the remaining value of the Improvements.
- (c) Lessor: The term “Lessor” means [Click here to enter text.](#) and/or its heirs, assignees, and successors under this Rider and the Lease.
- (d) Modular Unit: The term “Modular Unit” means a portable prefabricated structure made at another location and moved to a site for use by a Head Start recipient to carry out a Head Start program, regardless of the manner or extent to which the modular unit is attached to the underlying real property.
- (e) Parties: The term “Parties” shall refer to Lessor, Tenant, and their respective heirs, successors, and assignees under this Rider and the Lease.
- (f) Tenant: The term “Tenant” means [Click here to enter text.](#) and/or its heirs, assignees, and successors under this Amendment and the Lease.

2. Federal Interest.

- (a) This Lease Rider evidences a Federal Interest in the Leasehold that secures the right of the federal awarding agency to recover the remaining value of the Improvements in the event that a lease is terminated prior to expiration of its full term, including costs associated with relocation or replacement of a modular unit following such termination.
- (b) The Federal Interest in the Leasehold of a facility on which the Tenant has made major renovations with Federal Head Start funds or placement of a modular unit on the Leased Premises continues for a period of at least 15 years and the Federal Interest in the Leasehold of land on which the Tenant has constructed a facility with Federal Head Start funds continues for a period of at least 30 years notwithstanding any termination of the lease prior to completion of its original term.
- (c) In the event of termination prior to completion of the original term of the Lease, the value of the Improvements will be determined by applying the remaining term of the Lease expressed as a percentage of the entire term and applying the resulting percentage to the amount of Federal Head Start funds awarded to the Recipient for the Improvements. The value of the Improvements at the time of termination and any costs associated with relocation or replacement of a modular unit following such termination is subject to disallowance at the discretion of the awarding agency.

3. Tenant's Obligations.

- (a) The Tenant agrees not to sublease, assign, or otherwise transfer the Leased Premises, or use the Leased Premises for any non-award purpose, without the express written approval of the responsible HHS/ACF official.
- (b) The Tenant agrees to provide HHS/ACF with notice:

- (1) Of any Event of Default by the Tenant, on the date of the discovery of such Event of Default; and/or
- (2) That the Lessor has notified the Tenant of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that the Tenant receives such notice from the Lessor.

4. Lessor's Promise To Notify HHS/ACF.

The Lessor agrees to provide HHS/ACF with notice:

- (a) Of any Event of Default by the Tenant, as soon as the Lessor first knows of such default;
- (b) That the Lessor intends to exercise its remedy of cancellation, termination, and/or any other remedy, on the day that Lessor notifies the Tenant that it intends to exercise such remedy or remedies;
- (c) That the Lessor intends to mortgage the Leased Premises; and/or
- (d) Of any lien or other encumbrance affecting title that has been attached to the Leased Premises, as soon as practicable after Lessor first knows of any such lien or other encumbrance affecting title.

5. Addresses For Notification To HHS/ACF.

Whenever notice to HHS/ACF is required under this Rider, the Lessor and the Tenant promise to provide both telephonic and written notification (by registered mail, return receipt requested) to the following HHS/ACF offices, or to their successors:

- (a) Click here to enter text.
Office of Grants Management
Administration for Children and Families
U.S. Department of Health and Human Services
Click here to enter text.
Click here to enter text.
Telephone Number: Click here to enter text.
Click here to enter text.
- (b) Click here to enter text.
Director, Office of Head Start
Administration for Children and Families
330 C St., S.W.
Washington D.C. 20201
Telephone Number: Click here to enter text.
Click here to enter text.

- (c) Office of the General Counsel, Children, Families, and Aging Division
United States Department of Health and Human Services
330 Independence Avenue, S.W., Rm. 4276
Washington, DC 20201
Telephone Number: (202) 690-8005

In addition, if the offices listed above have a change of name, address, and/or telephone number, the Lessor and the Tenant further agree to take all reasonable action necessary to discover and notify the appropriate government offices listed in this section.

6. *Contents of Notification to HHS/ACF.*

The Lessor and the Tenant agree to include the following information in the written notice to HHS/ACF whenever such notice is required under this Rider:

- (a) The full names, addresses, and telephone numbers of the Lessor and the Tenant and the address of the Leased Premises;
- (b) The following statement, prominently displayed at the top of the first page of the notice:

The Federal Interest in certain real property or equipment purchased or improved by the Office of Head Start may be at risk. Immediately give this notice to the appropriate government official.

- (c) The date and the nature of the default and the manner in which the default may be cured and/or an explanation of other circumstances that required the notice;
- (d) In the event that the Lessor will be exercising the remedy of cancellation, termination, and/or other remedies, the date or expected date of the cancellation and/or exercise of any remedy or remedies.
- (e) Of any notice of foreclosure or other action to enforce a remedy against the Leased Premises by a third party on the day that Lessor receives notice of such foreclosure or other action.

7. *Tenant's Promise to Notify Lessor of Changes in HHS/ACF's Address.*

The Tenant agrees to give the Lessor written and telephonic notice of any change of name, address, and/or telephone number of an HHS/ACF office listed in Section 5. If one or more of the HHS/ACF offices listed in Section 5 stops operating, the Tenant agrees to give the Lessor written and telephonic notice of the name, address, and telephone number of the succeeding Federal office(s) to which notice must be given.

8. *HHS/ACF's Rights in Event of The Tenant's Default.*

If an Event of Default occurs, the Parties agree that HHS/ACF may intervene to ensure that the default is cured by the Tenant, HHS/ACF, or another entity designated by HHS/ACF and that the Lessor shall accept the payment of money or performance of any other obligation by HHS/ACF or its designee, for the Tenant, as if such payment of money or performance had been made by the Tenant. In the event of default, HHS/ACF or its designee has the right to take possession of any modular unit on the leased property and remove it to another location. Unless otherwise specified in Section 8, HHS/ACF shall have sixty (60) days from the date of receipt of notice of the default that has been served in full compliance with Sections 4 through 7 above in which to intervene and to attempt to cure the default. If HHS/ACF fails to respond to any notice of default from Lessor, HHS/ACF's Federal Interest and the Tenant's obligation to repay the remaining value of the Improvements are preserved pursuant to 45 CFR § 1303.49(a)(4).

9. *Special Period for Curing Certain Non-Monetary Defaults.*

With respect to non-monetary defaults that cannot with due diligence be cured within sixty (60) days from the date of receipt of notice of default that has been served in full compliance with Sections 4 through 7 above, if Tenant, HHS/ACF, or another entity designated by HHS/ACF promptly commences to cure the default within the sixty (60) day period and thereafter continues to attempt to cure the it with due diligence, then the party attempting to cure the default shall have the right to such additional time as may be reasonably necessary to finish curing the default.

10. *Delay of Exercise of Remedies Pending Cure.*

In the event of a default under the Lease, Lessor agrees that it shall not commence cancellation or termination of the Lease or any other remedies that affect ownership or possession of the Leased Premises until after (i) HHS/ACF has been properly served, in full compliance with Sections 4 through 7, with notice of default and intent to exercise remedies, and (ii) one of the following events has occurred:

- (a) The responsible HHS/ACF official informs the Lessor in writing that HHS/ACF has decided not to cure the default; or
- (b) HHS/ACF fails to timely cure the default within the period of time set forth in Sections 8 or 9.

11. *HHS/ACF's Right to Substitute Another Entity Under the Lease.*

Notwithstanding any other provision of this Rider or the Lease, the Parties recognize and hereby consent that, in an Event of Default, or the withdrawal or termination of the Tenant from the Federal award, the Lease may be assumed by an entity designated by HHS/ACF. The Lessor will have the right to approve the entity HHS/ACF designates to assume the Lease, but such approval will not be withheld except for good cause and will not be unreasonably delayed. Any interim or replacement recipient must, as a

precondition to its occupancy of the Leased Premises, execute an Assumption Agreement approved by Lessor and HHS/ACF.

12. Tenant Shall Cooperate With Substitution.

The Tenant covenants and agrees that, in the event HHS/ACF designates another entity, either on an interim or permanent basis, to assume the Tenant's rights, obligations, and liabilities under the award and the Lease, the Tenant will relinquish to such designee possession and all property interests that the Tenant might have in the Leased Premises, subject to any compensation to which the Tenant may be entitled.

13. Substitution by HHS/ACF Shall Not Constitute an Event of Default.

Notwithstanding any other provisions of this Rider or the Lease, the Parties agree that any substitution of recipients by HHS/ACF, either on an interim or permanent basis, shall not constitute a default under this Rider or an Event of Default. The Parties further agree that any such substitution by HHS/ACF that is made in accordance with this Rider shall not trigger termination of the Lease or any other remedy under this Rider or the Lease.

14. Notice of Federal Interest in the Leasehold.

This Rider also serves to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the Property of the Federal Interest in the Leasehold.

In accordance with the terms of the Federal award, the Head Start Act, 42 U.S.C. §§ 9831-9852c, 2 CFR Parts 200 and 300, and 45 CFR Part 1303, and relevant decisions of the United States courts, the restrictions on the use of the Leased Premises include, but are not limited to, the following:

- (a) The Leased Premises may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- (b) Leased Premises may not be encumbered, used as collateral, sold or otherwise transferred by the Tenant to another party without the written permission of the responsible HHS/ACF official.
- (c) The award conditions and requirements cannot be altered or nullified through a transfer of ownership.

Further information regarding the Federal Interest in the Leasehold can be obtained from the HHS/ACF Regional Office of Grants Management, at the address provided in Section 5(a).

15. Binding on Heirs, Successors And Assigns.

This Rider shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of each Party but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Rider.

16. Entire Agreement.

This Rider constitutes the entire agreement among the Parties regarding the Federal Interest in the Leasehold, and any other statement, promise, representation or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written Rider shall not be enforceable.

17. Integration and Modification.

No modification, waiver, amendment, or discharge of this Rider shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought. No provision of this Rider shall be modified or limited by course of conduct or usage of trade except by an executed written agreement. In the event of a conflict between this Rider and the Lease, the terms of this Rider shall govern.

18. Severability.

In the event that any of the agreements, terms, or provisions contained in this Rider shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining agreements, terms, and provisions contained herein shall not be in any way affected, prejudiced, or disturbed.

19. Knowing and Voluntary Agreement.

The Parties have entered into this Rider voluntarily and with a complete and thorough understanding of its terms, meaning, and effect. Each of the undersigned is signing the Rider voluntarily and freely, without coercion, having had the opportunity to read and raise questions about its meaning prior to signing.

20. Counterparts.

This Rider may be executed in any number of counterparts and by different parties in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

21. Due Authorization.

The persons executing this Rider on behalf of a Party represent and warrant to the other Party that he or she has been duly authorized by such Party to so execute this Rider.

IN WITNESS WHEREOF, the Parties have executed this Rider pursuant to authority duly given, as of the date first above written.

[Signature pages follow.]

Click here to enter text.

Signature: _____

Click here to enter text.

Click here to enter text.

CHOOSE AN ITEM.Click here to enter text.

CHOOSE AN ITEM.Click here to enter text.

On this Click or tap to enter a date., the undersigned, a Notary Public in and for said State, personally appeared Click here to enter text., Click here to enter text., of Click here to enter text., personally known to me on the basis of satisfactory evidence to the individual, whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal

Notary Public signature

Commission Expires: _____

Click here to enter text.

Signature: _____

Click here to enter text.

Click here to enter text.

On this Click or tap to enter a date., before me, the undersigned, a Notary Public in and for said Click here to enter text., personally appeared Click here to enter text. Click here to enter text. of Click here to enter text., personally known to me on the basis of satisfactory evidence to the individual, whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal

Notary Public signature

Commission Expires: _____

**UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES**

Signature: _____

Click here to enter text.

Grants Management Officer

CHOOSE AN ITEM. Click here to enter text.

CHOOSE AN ITEM. Click here to enter text.

On this Click or tap to enter a date., before me, the undersigned, a Notary Public in and for said Click here to enter text., personally appeared Click here to enter text. Click here to enter text., of the United States Department of Health and Human Services, Administration for Children and Families, personally known to me on the basis of satisfactory evidence to the individual, whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal

Notary Public signature

Commission Expires: _____

EXHIBIT A

The property legal description from public records is: [Click here to enter text.](#)

EXHIBIT B

The lease is attached. [Click here to enter text.](#)

ORDINANCE NO. 2026 - 51

AN ORDINANCE REPEALING SECTION 666.17 ENTITLED “OBSCENE OR PROFANE LANGUAGE” OF THE PARMA HEIGHTS CODIFIED ORDINANCES

WHEREAS, the Council desires Section 666.17 of the Parma Heights Codified Ordinances be repealed.

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

Section 1: That Section 666.17 of the Codified Ordinances is hereby repealed.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

666.17 ~~OBSCENE OR PROFANE LANGUAGE.~~

~~—(a) No person shall utter obscene or licentious language, or profanely curse or swear.~~

~~(Ord. 1972 1. Passed 1 24 72.)~~

~~—(b) Whoever violates this section is guilty of a minor misdemeanor.~~

ORDINANCE NO. 2026 - 52

AN ORDINANCE AMENDING SECTION 965.11 ENTITLED “SOLID WASTE COLLECTION FEE” OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS

WHEREAS, the collection and disposal of garbage and refuse in the City is a matter which affects the public health, welfare and safety of all City residents; and

WHEREAS, the City of Parma Heights wishes to maintain the highest level of public services to City residents; and

WHEREAS, the Ohio Revised Code Section 701.05 and Chapter 965 of the Codified Ordinances permit the assessment for the Solid Waste Fee Collection; and

WHEREAS, Codified Ordinance Section 965.11 (a) provides that the Council establish a rate for solid waste collection and disposal; and

WHEREAS, the Department of Finance has determined the applicable monthly rate for collections and disposal services occurring in 2027 at \$20.00 per residence and \$19.00 for qualified residents with a Homestead Exemption; which rate is to be levied on the 2026 property tax duplicate, for collection in 2027; and

WHEREAS, the Council and Mayor are desirous of amending Section 965.11 of the Codified Ordinances, entitled Solid Waste Collection Fee, to certify to the County Fiscal Officer the costs due to the City for waste collection fees.

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

Section 1: That Section 965.11 of the Codified Ordinances shall be amended and, as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

Section 2: Section 965.11 of the Codified Ordinances as it has heretofore existed is hereby repealed effective immediately.

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

Section 4: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

965.11 SOLID WASTE COLLECTION FEE.

(a) For solid waste collection and disposal, the City shall charge to each residential dwelling within the municipality a monthly rate to be paid by the owner of said property. Such rate shall be twenty dollars and zero cents (\$20.00) per month per residence and nineteen dollars and zero cents (\$19.00) per month for qualified residents with Homestead Exemption for collection and disposal services occurring in ~~2026~~ 2027; which rate is to be levied on the ~~2025~~ 2026 property tax duplicate for collection in ~~2026~~ 2027. The Council shall review the monthly rate to be paid by the owner(s) of a residential dwelling within the municipality on a yearly basis to determine the necessity and amount of fee for the ensuing year.

(b) A residential dwelling is defined as a dwelling within the corporate limits of the municipality occupied by a person or group of persons, and multiple dwelling units where units have private means of egress.

(c) It is a determination of this Council to proceed with the assessing for the cost and expense of waste collection within the City in accordance with R.C. § 701.05 and this section, upon the residential properties, as defined in paragraph (b) herein, in the City of Parma Heights on file in the Office of the County Fiscal Officer for the ~~2025~~ 2026 tax duplicate and collection in the year ~~2026~~ 2027.

(d) The waste collection fee so assessed through the residential tax duplicate shall be reimbursed to the City by the County Fiscal Officer; and shall be credited to the General Fund of the City of Parma Heights.

(e) The Finance Director is authorized and directed to send to the Office of the County Fiscal Officer certified copies of this section in such numbers as are required.

RESOLUTION NO. 2026 - 53

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ACCEPT AND EXPEND A GRANT FROM THE STATE OF OHIO BODY-WORN CAMERA GRANT PROGRAM 2026 THROUGH THE OFFICE OF CRIMINAL JUSTICE SERVICES (OCJS) FOR ADDITIONAL BODY-WORN CAMERA SERVER STORAGE FOR USE BY THE PARMA HEIGHTS POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Office of Criminal Justice Services approved the Parma Heights application for grant funding from the State of Ohio Body-Worn Camera Grant Program 2026; and

WHEREAS, OCJS will provide a total of \$4,304.85 towards additional body-worn camera server storage for use by the Parma Heights Police Department.

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

Section 1: That the Administration is hereby authorized and directed to accept and expend monies from the State of Ohio Body-Worn Camera Grant Program 2026 through the Office of Criminal Justice Services for additional body-worn camera server storage for use by the Parma Heights Police Department in the awarded amount of \$4,304.85, and to execute a subgrant award agreement as described in Exhibit "A", attached hereto and incorporated by reference.

Section 2: That Council hereby authorizes the Administration to execute any further documents and/or contracts and to take any further actions necessary to receive and/or expend grant awards, in manners consistent with the Charter and Codified Ordinances of the City of Parma Heights, and as outlined in the State of Ohio Body-Worn Camera Grant Program 2026.

Section 3: This Council finds and determines 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 the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 4: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of said City and for the further reason it is necessary to avoid an overload of data space, to secure advantageous pricing, and avoid a disruption in public service; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO



SUBGRANT AWARD AGREEMENT

Subgrant Number: 2026-BW-LEC-67370

Title: 2025-2026 BWC Data Storage Program

In accordance with the Recovery Ohio Law Enforcement provisions of §373.20, Justice Program Services, of Am. Sub. H.B. No. 33 of the 135th Ohio General Assembly, enacted July 4, 2023, the Ohio office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the following Subgrantee a Subgrant as follows:

Table with 4 columns: Subgrantee, Implementing Agency, Award Periods, Closeout Deadline, and Award Amounts (OCJS Funds, Cash Match, Inkind Match, Project Total).

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

Nicole M. Dehner (signature)

04/28/2026

Nicole M. Dehner, Executive Director Ohio Office of Criminal Justice Services

Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for the compliance with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Implementing Agency.

Mayor Marie Gallo

Date

Chief Steven Greene

Date

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."