



# City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
www.strongsville.org

April 30, 2026

## City Council

James A. Kaminski  
Ward 1

Annmari P. Roff  
Ward 2

Thomas M. Clark  
Ward 3

Gordon C. Short  
Ward 4

James E. Carbone  
At-Large

Kelly A. Kosek  
At-Large

Anthony Zacharyasz, Jr.  
At-Large

Aimee Pientka, MMC  
Clerk of Council

## MEETING NOTICE

City Council has scheduled the following meetings for **Monday, May 4, 2026**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

**Caucus will begin at 7:15 p.m. All committees listed will meet immediately following the previous committee:**

**7:15 P.M.**

**Planning, Zoning & Engineering Committee** will meet to discuss Ordinance No. 2026-037 and Resolution No. 2026-043.

**Public Safety & Health Committee** will meet to discuss Ordinance Nos. 2026-044, 2026-045 and 2026-046.

**Recreation & Community Services Committee** will meet to discuss Ordinance Nos. 2026-047 and 2026-048.

*Motion to approve the Committee meeting minutes of April 20, 2026.*

**7:30 P.M.**

**Regular Council Meeting**

Any other matters that may properly come before this Council may also be considered.

**BY ORDER OF THE COUNCIL:**

Aimee Pientka, MMC  
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING**  
**MONDAY, MAY 4, 2026 AT 7:30 P.M.**  
Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Regular Council Meeting – April 20, 2026*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
  - COMMUNICATIONS AND TECHNOLOGY – Roff
  - ECONOMIC DEVELOPMENT – Clark
  - PLANNING, ZONING AND ENGINEERING – Zacharyasz
  - PUBLIC SAFETY AND HEALTH – Kaminski
  - PUBLIC SERVICE AND CONSERVATION – Kosek
  - RECREATION AND COMMUNITY SERVICES – Kosek
  - BUILDING & UTILITIES – Carbone
  - SCHOOL BOARD – Carbone
  - SOUTHWEST GENERAL HEALTH SYSTEM – Short
  - FINANCE – Short
  - COMMITTEE-OF-THE-WHOLE – Short
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
  - MAYOR PERCIAK:
  - FINANCE DEPARTMENT:
  - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2026-037 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.16 PROJECTIONS INTO YARDS OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND UNENCLOSED STRUCTURE OVERHANGS IN RESIDENTIAL DISTRICTS, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 04-20-26. Favorable recommendation by the Planning Commission 04-23-26.*
- Resolution No. 2026-043 by Mayor Perciak and All Members of Council. A RESOLUTION REJECTING THE BIDS SUBMITTED FOR THE BEECH CREEK TRAIL AND BROOKSTONE WAY WATERLINE REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE; AUTHORIZING THE MAYOR TO RE-ADVERTISE FOR BIDS FOR THE SAME, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-044 by Mayor Perciak and All Members Council. AN ORDINANCE AMENDING SECTIONS 832.03, 832.06, 832.07 and 832.09 OF CHAPTER 832 OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING MASSAGE ESTABLISHMENTS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-045 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF TWO (2) STRYKER POWER PRO COTS AND TWO (2) STRYKER POWER LOAD SYSTEMS WITH RELATED APPURTENANCES, FOR USE BY THE FIRE DEPARTMENT, AND FOR TRADE-IN OF EXISTING FIRE DEPARTMENT EQUIPMENT, WITH CREDIT TO BE APPLIED TO THE PURCHASE PRICE; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-046 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION (“DARE”) LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-047 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC, INC.) FOR FINANCIAL ASSISTANCE THROUGH THE “NOPEC 2026 ENERGIZED COMMUNITY” GRANT PROGRAM FOR THE ENERGY EFFICIENT HVAC PROJECT FOR THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-048 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH RISE AND GRIND CAFE FOR THE LEASE OF A CERTAIN PORTION OF THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 037

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AMENDING SECTION 1252.16 PROJECTIONS INTO YARDS OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND UNENCLOSED STRUCTURE OVERHANGS IN RESIDENTIAL DISTRICTS, AND DECLARING AN EMERGENCY.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That Section 1252.16 Projections into Yards of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

**CHAPTER 1252  
Residential Districts**

\* \* \*

**1252.16 PROJECTIONS INTO YARDS.**

A projection is that part or feature of a building which extends or projects outside of the main building walls. It is intended that certain features may project into required yards but they shall be regulated so as not to substantially interfere with the reception of sun, light, air and the use of adjacent lots. Building features may project into a front, side or rear yard of a dwelling as follows:

- (a) Architectural Features. A belt course, balcony, cornice, gutter or chimney may project into a front and side yard for a distance of two feet provided no part is less than three feet from any side lot line.
- (b) Entrance Features. Ground level open platforms, landings, or terraces not exceeding 120 square feet in area may extend up to ten feet into the required front yard. Steps or other features not extending above the first floor level of a building may extend up to six feet into a required front yard and three feet into a required side yard provided that no part is less than three feet from any lot line.
- (c) Enclosed Shelters. An enclosed entry, enclosed porch or enclosed deck may be constructed as part of the dwelling, but shall not project into any required yard area.
- (d) Unenclosed Shelters. An entrance hood or open but roofed porch may project up to six feet into a required front yard or required rear yard and three feet into a required side yard.
- (e) Unenclosed Patio or Deck.
  - (1) On a lot with a one-family dwelling or two-family dwelling, an unenclosed patio or deck may project into a required rear yard provided such deck or patio is set back not less than five (5) feet from any side or rear lot line, and does not encroach into any easement.

(2) On a lot with a one-family cluster or a townhouse dwelling, an unenclosed patio or deck may project into a required rear yard provided such deck or patio is set back not less than ten (10) feet from the rear lot line, and does not encroach into an easement, and thirty-five (35) feet from any adjoining side or rear lot line of any single family dwelling lot and does not encroach into any easement; except that, if the Planning Commission has approved the location and arrangement of unenclosed patios or decks for the cluster or townhouse area in conjunction with the approval of the detailed site plan of such area, then such approval shall govern.

(f) Maximum Impervious Area. Regardless of any other provisions in Sections 1252.15 and 1252.16, the aggregate area of decks, shelters, patios, sheds, gazebos, or any other accessory building or use, and other features with impervious surfaces shall not cover more than fifty percent (50%) of any designated rear yard area.

(g) Accessory Buildings and Unenclosed Structure Overhangs. The overhang of an accessory building or unenclosed structure shall not extend more than two (2) feet beyond the vertical exterior wall of an accessory building or vertical support of an unenclosed structure. The distance for setback purposes shall be measured from the exterior wall of an accessory building and the vertical support of an unenclosed structure.

~~(Ord. 2023-159. Passed 1-16-24.)~~

**Section 2.** That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for the appropriate regulation of accessory buildings and unenclosed structure overhangs. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: April 20, 2026

Referred to Planning Commission

April 21, 2026

Second reading: \_\_\_\_\_

Third reading: \_\_\_\_\_

Approved: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2026 – 037  
Page 3

\_\_\_\_\_  
President of Council

Date Passed: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2026-037 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. 04-20-26 Ref: PC.1 P2E  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CITY OF STRONGSVILLE  
OFFICE OF THE COUNCIL**

**MEMORANDUM**

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**TO:** Mitzi Anderson, Administrator to Boards & Commissions  
**FROM:** Aimee Pientka, Clerk of Council  
**DATE:** April 21, 2026  
**SUBJECT:** Referral from Council: Ordinance Nos. 2026-037

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At its regular meeting of April 20, 2026, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2026-037 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.16 PROJECTIONS INTO YARDS OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND UNENCLOSED STRUCTURE OVERHANGS IN RESIDENTIAL DISTRICTS, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 04-20-26.*

A copy of this ordinance is attached for Planning Commission review.

AKP  
Attachments

## MEMORANDUM

**TO:** Aimee Pientka, Council Clerk  
Neal Jamison, Law Director

**FROM:** Kristi Onofre, Administrator Boards & Commissions

**SUBJECT:** Referral to Council

**DATE:** April 28, 2026

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Please be advised that at its Meeting of April 23, 2026, the Strongsville Planning Commission gave a **Favorable Recommendation** to the following:

**ORDINANCE NO. 2026-037**

An Ordinance Amending Section 1252.16 Projections into Yards of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville Concerning Accessory Buildings and Unenclosed Structure Overhangs in Residential Districts, and Declaring an Emergency

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 043

By: Mayor Perciak and All Members of Council

**A RESOLUTION REJECTING THE BIDS SUBMITTED FOR THE BEECH CREEK TRAIL AND BROOKSTONE WAY WATERLINE REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE; AUTHORIZING THE MAYOR TO RE-ADVERTISE FOR BIDS FOR THE SAME, AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Resolution No. 2026-033, this Council previously authorized the Mayor to advertise for bids for the Beech Creek Trail and Brookstone Way Waterline Replacement Project; and

WHEREAS, pursuant to the invitation for bids, all bids were timely received; and

WHEREAS, pursuant to Ohio Revised Code Section 153.12, the Administration and Council are required to reject all bids received and re-advertise for bids because each bid for the project exceeded the published City Engineer's total estimate of costs by more than twenty percent (20%).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That for the foregoing reason, this Council finds and determines that the bids submitted for the Beech Creek Trail and Brookstone Way Waterline Replacement Project are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized to re-advertise for bids for the Beech Creek Trail and Brookstone Way Waterline Replacement Project, consisting of replacement of the watermain on Beech Creek Trail and Brookstone Way, including the restoration of pavement, catch basins and landscape due to the waterline work, in accordance with plans and specifications on file in the office of the City Engineer, which are, in all respects, hereby approved.

**Section 3.** That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Capital Improvement Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that it is immediately necessary to re-advertise for bids in order that the Project may commence in a timely manner, to commence such project to proceed with the necessary improvements to maintain efficient water service in the City, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2026 – 043  
Page 2

force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

*RES*  
Ord. No. *2026-043* Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 044

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 832.03, 832.06, 832.07 AND 832.09 OF CHAPTER 832 OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING MASSAGE ESTABLISHMENTS, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That existing Section 832.03 of Chapter 832 Massage Establishments of Title Two of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Exemptions, be and is hereby amended in order that Section 832.03 shall read in its entirety as follows:

**CHAPTER 832  
Massage Establishments**

\* \* \*

**832.03 EXEMPTIONS.**

This Chapter shall not apply to the following individuals while engaging in the personal performance of the duties of their respective professions:

(a) Physicians, surgeons, chiropractors, osteopaths or physical therapists who are duly licensed to practice their respective professions in the State.

(b) Nurses who are duly licensed by the State of Ohio Board of Nursing to practice nursing.

(c) Barbers and beauticians who are duly licensed under the laws of the State, except that this exemption shall apply solely to the massaging of the neck, face, scalp and hair of the customer or client for cosmetic or beautifying purposes.

(d) Schools, colleges or institutions approved by and determined to be in good standing with the State Medical Board of Ohio that have Massage therapy curriculum required for students to become Massage Therapists upon course completion and the students enrolled at such schools, colleges or institutions.

(e) Manicurists and pedicurists who are duly licensed under the laws of the State, except that this exemption shall apply solely to the massaging of the hands and feet of the customer or client for cosmetic or beautifying purposes.

(f) Schools, colleges or institutions approved by and determined to be in good standing with the State Cosmetology and Barber Board of Ohio that have non-therapeutic relaxation massage for a cosmetic purposes curriculum required for students that are training to become barbers and/or beauticians upon course completion and the students enrolled at such schools, colleges or institutions.

\* \* \*

**Section 2.** That existing Section 832.06 of Chapter 832 Massage Establishments of Title Two of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of

Strongsville concerning Massage Services License Application, be and is hereby amended in order that Section 832.06 shall read in its entirety as follows:

\* \* \*

**832.06 MASSAGE SERVICES LICENSE APPLICATION.**

(a) Applications for a Massage Services License shall be filed with the Chief of Police. Within sixty (60) working days following receipt of the completed application, the Chief of Police shall either issue the License or mail a written statement of the reasons for denial. When necessary, The Chief of Police may extend the time beyond the sixty (60) days in order to conduct a complete investigation.

(b) The application shall include the Applicant's full, legal name, current residential address, a statement explaining the exact nature of the Massage, bath, or treatment to be administered, and the location of the proposed place of business and facilities where such service will take place. Applicant shall provide a copy of the Applicant's license to practice Massage from the State Medical Board of Ohio **and/or the Ohio State Cosmetology and Barber Board**. Any Applicant who does not have a License to practice Massage from the State Medical Board of Ohio **and/or the Ohio State Cosmetology and Barber Board** shall not be eligible to receive a Massage Services License under this Chapter. Applicant shall also provide a copy of the results of the Applicant's background check performed as a part of Applicant's licensing process by the State Medical Board of Ohio **and/or the Ohio State Cosmetology and Barber Board**. If the Applicant can produce a license in good standing to practice Massage from the State Medical Board of Ohio **and/or the Ohio State Cosmetology and Barber Board** but cannot produce a copy of the results of the Applicant's background check as required in this Section, Applicant must submit to a background check.

\* \* \*

**Section 3.** That existing Section 832.07 of Chapter 832 Massage Establishments of Title Two of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Application Fees, be and is hereby amended in order that Section 832.07 shall read in its entirety as follows:

\* \* \*

**832.07 APPLICATION FEES.**

Any application for a Massage Establishment License or for a Massage Services License or a transfer of a License shall be accompanied by a **One Hundred Fifty Dollar (\$150.00) Fifty Dollar (\$50.00)** non-refundable fee. The application fee shall be used to offset the cost of review and investigation, and is not made in lieu of any other fees required by the Strongsville Codified Ordinances. The application fee shall be paid at the time the application is submitted.

\* \* \*

**Section 4.** That existing Section 832.09 of Chapter 832 Massage Establishments of Title Two of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of

Strongsville concerning License Expiration and Renewal, be and is hereby amended in order that Section 832.09 shall read in its entirety as follows:

\* \* \*

**832.09 LICENSE EXPIRATION AND RENEWAL.**

(a) Massage Establishment Licenses shall expire on December 31st of the year for which the License was issued and must be renewed annually.

(b) Massage Services Licenses shall expire on December 31st of the second year for which the License was issued and must be renewed every two years.

(c) A renewal fee of ~~One Hundred Fifty Dollars (\$150.00)~~ **Fifty Dollars (\$50.00)** will be assessed for each License being renewed. Applications for License renewal must be submitted to the Chief of Police no later than sixty (60) days prior to the expiration of such License. A renewal License shall be granted upon a finding by the Chief of Police, that no act, related to the Applicant or Massage Establishment that is the subject of the renewal application, has been committed during the previous license period that would be grounds to deny the initial License application, and that the Massage Establishment premises passes a renewal inspection as provided in Section 832.09(d) herein. Once a License holder's License expires, the License holder shall be in violation of this Chapter until a new Massage Establishment or new Massage Services License is obtained from the Chief of Police.

(d) Upon the filing an application to renew a Massage Establishment License and payment of the associated renewal fee, the Chief of Police or his authorized representative, including the Building Department and/or Fire Department, shall cause a general inspection of the Massage Establishment premises to be made to ensure that the provisions of this Chapter, the Strongsville Codified Ordinances, Building Code and/or Fire Code are fully complied with.

(1) If the Massage Establishment License holder declines to have the Massage Establishment premises inspected, the Chief of Police or his authorized representative may obtain an order or warrant to inspect from a court of competent jurisdiction.

\* \* \*

**Section 5.** That any ordinances or parts thereof inconsistent with this Ordinance be and are hereby repealed.

**Section 6.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 7.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the Codified Ordinances of the City concerning massage establishments must be amended with regard to manicurists and pedicurists and application fees. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2026 – 044  
Page 4

\_\_\_\_\_  
President of Council

Date Passed: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2026-044 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 045

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF TWO (2) STRYKER POWER PRO COTS AND TWO (2) STRYKER POWER LOAD SYSTEMS WITH RELATED APPURTENANCES, FOR USE BY THE FIRE DEPARTMENT, AND FOR TRADE-IN OF EXISTING FIRE DEPARTMENT EQUIPMENT, WITH CREDIT TO BE APPLIED TO THE PURCHASE PRICE; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, Federal law provides the opportunity for state, local, regional or tribal governments or any instrumentality thereof to participate in certain contracts of the United States General Services Administration for the purchase of equipment from contracts awarded under General Services Administration Federal Supply Schedules; and

WHEREAS, the Fire Department is in need of new Stryker Power Pro Cots and Stryker Power Load Systems; and

WHEREAS, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance is authorized to sell obsolete or surplus equipment in such manner as Council may by ordinance authorize; and

WHEREAS, the Fire Department has two (2) existing Stryker Power Load Systems which are obsolete and no longer needed for municipal public purpose; and

WHEREAS, therefore, based upon recommendation of the City's Fire Chief, this Council wishes to take advantage of the opportunity to purchase two (2) new Stryker Power Pro Cots and two (2) new Stryker MTS Power Load Systems, all with related appurtenances, through General Services Administration Contract No. 36F79721D0021, for use by the Fire Department; and

WHEREAS, this Council is desirous of having the Director of Finance sell and trade-in the existing obsolete aforementioned equipment and have the selling price credited against the purchase price of the new equipment and appurtenances.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council finds and determines that there is an immediate need in the operation of the Fire Department of the City of Strongsville in that the Fire Department has two (2) existing Stryker Power Load Systems, which are obsolete and no longer needed for any municipal purpose, and further finds that it will be in the best interests of the City to sell such Power Load Systems and have the selling price applied as a credit against the purchase of the new Stryker Power Pro Cots and Stryker Power Load Systems with appurtenances, pursuant to O.R.C. §721.15.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2026 – 045**  
**Page 2**

**Section 2.** That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the United States General Services Administration Federal Supply Schedule contracts for the purchase of two (2) new Stryker Power Pro Cots and two (2) new Stryker MTS Power Load Systems, all with related appurtenances from **STRYKER SALES, LLC**, in an amount not to exceed \$117,648.56, which includes trade-ins, based upon the quote attached hereto as Exhibit A and incorporated herein.

**Section 3.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the United States General Services Administration for such purchases and to directly pay the vendor, under each such contract of the United States General Services Administration in which the City participates for items and services it receives pursuant to the contracts.

**Section 4.** That the Mayor, Director of Finance and Fire Chief are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the United States General Services Administrative Cooperative Purchasing Program.

**Section 5.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Emergency Vehicle Fund.

**Section 6.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the program and purchase such equipment in order to provide critical equipment for the necessary operation of the City's Fire Department, to provide for the safety and welfare of the public and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

Ord. No. 2026-045 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



## Powered Systems

Quote Number: 11291548

Remit to:

Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Division:

Medical

Prepared For: STRONGSVILLE FIRE DEPT

Rep:

Brandon Bucher

Attn:

Email:

brandon.bucher@stryker.com

Phone Number:

4194697739

Mobile:

4194697739

Quote Date: 04/22/2026

Expiration Date: 07/21/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	PFUND SUPERIOR SALES CO	Name:	STRONGSVILLE FIRE DEPT	Name:	STRONGSVILLE FIRE DEPT
Account #:	20202074	Account #:	20020894	Account #:	20020894
Address:	221 CHESTER DR LOWER BURRELL Pennsylvania 15068	Address:	17000 PROSPECT RD STRONGSVILLE Ohio 44149-5556	Address:	17000 PROSPECT RD STRONGSVILLE Ohio 44149-5556
Attn:	Strongsville Fire				

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	2	\$30,718.60	\$61,437.20
2.0	639005550001	MTS POWER LOAD	2	\$29,354.77	\$58,709.54

### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPL-PL	TRADE-IN-STRYKER POWER LOAD TOWARDS PURCHASE OF POWERLOAD	2	-\$2,000.00	-\$4,000.00

### Optional Products (Not Incl. in Total):

#	Product	Description	Qty	Disc % Off Contract	Sell Price	Total
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**EXHIBIT A**



## Powered Systems

Quote Number: 11291548

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1  
Prepared For: STRONGSVILLE FIRE DEPT  
Attn:

Division: Medical  
Rep: Brandon Bucher  
Email: brandon.bucher@stryker.com  
Phone Number: 4194697739  
Mobile: 4194697739

Quote Date: 04/22/2026

Expiration Date: 07/21/2026

### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$1,501.82
<b>Grand Total:</b>	<b>\$117,648.56</b>

#### Comments:

Federal Supply Schedule 2026  
Contract Number 36F79721D0021  
Expires 11/30/26. Order before then

Prices: In effect for 30 days

Terms: Net 30 Days

#### Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

#### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 046

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION (“DARE”) LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.**

WHEREAS, in 1993, the Ohio General Assembly and the Governor established the DARE Grants Program within the Office of the Ohio Attorney General now codified in Ohio Revised Code Section 4511.191F(4); and

WHEREAS, the primary purpose of the DARE Grants Program is to provide funds to local law enforcement agencies, specifically for the salaries of certified DARE officers teaching or planning to teach the approved DARE curriculum in the local schools; and

WHEREAS, the Grants Program provides matching funds to defray the costs of an officer's salary, excluding fringe benefits, for a certified DARE officer and also provides a percentage of the cost for School Resource Officers; and

WHEREAS, the City again wishes to apply for such funding in order to assist it with the salaries of one (1) certified DARE officer and two (2) certified School Resource Officers, for the 2026-2027 school year; and

WHEREAS, when the City is advised that its application for funding under the DARE Grant Program is approved, the City is desirous of accepting such award.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That the Mayor and other appropriate officers of the City be and are hereby authorized and directed to execute and file an application with the Office of the Attorney General of Ohio, under the 2026-2027 DARE Grants Program for funding for the salary of one (1) certified DARE officer and two (2) certified School Resource Officers, to provide the required assurances therein, and to provide all information and documentation required in said application, all as set forth in the application on file with the Chief of Police.

**Section 2.** That this Council hereby approves the acceptance of any award of funding under such DARE Grant Program for the 2026-2027 school year, and hereby authorizes the Mayor, Director of Finance, Chief of Police, and/or other appropriate officers of the City to do all things necessary in furtherance thereof.

**Section 3.** That the monies received and the funds required to meet the City's obligation under said application, if any, have been appropriated and are to be paid respectively into and from the General Fund.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2026 – 046**  
**Page 2**

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the prompt execution of such application is required in order to request funding for the 2026-2027 school year, to continue to educate students concerning drug abuse, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

Ord. No. 2026-046 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 047

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC, INC.) FOR FINANCIAL ASSISTANCE THROUGH THE “NOPEC 2026 ENERGIZED COMMUNITY” GRANT PROGRAM FOR THE ENERGY EFFICIENT HVAC PROJECT FOR THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville, Ohio is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2026 (“NEC Grant(s)”), as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City has been advised that NOPEC has agreed to provide funding to the City in the amount of \$111,463.00 for 2026; and

WHEREAS, in order to avail itself of such funding for the energy efficient HVAC project at the City of Strongsville Walter F. Ehrnfelt Recreation & Senior Center, the City is required to enter into a Grant Agreement with NOPEC, Inc.; and

WHEREAS, therefore, the City wishes to enter into such Grant Agreement with NOPEC, Inc., in order to receive the NEC Grant(s) for 2026, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a Grant Agreement with NOPEC, Inc. for funding assistance in connection with the NOPEC 2026 Energized Community Grant Program, in the form attached hereto as Exhibit A and incorporated herein as if fully rewritten, and which in all respects is hereby approved.

**Section 2.** That the Mayor, Director of Finance, Director of Economic Development, and any other appropriate City officials and their designees be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other necessary information, and to do all other things required to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

**Section 3.** That the grant funds shall be placed into and expended out of the General Capital Improvement Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2026 – 047**  
**Page 2**

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that it is necessary to enter into the aforesaid Agreement in order to accept funds for the energy efficient HVAC project, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

Ord. No. 2026-047 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## NOPEC 2026 ENERGIZED COMMUNITY

### GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and the City of Strongsville, Cuyahoga County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2026 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2026 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2028. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2026 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2026, and shall expire on December 31, 2026, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

#### 10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

#### 11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:  
Charles W. Keiper, II  
President  
NOPEC, Inc.  
31360 Solon Road  
Suite 33  
Solon, OH 44139

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: Director of Economic Development

Name: Brent Painter

16099 Foltz Parkway

Strongsville, Ohio 44149

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

*[Signature Page to Follow.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:**

City of Strongsville, Ohio

Individual Authorized by Grantee's  
Legislation to accept- see Section I:

By: \_\_\_\_\_

Title: Mayor Thomas P. Perciak

Date: \_\_\_\_\_

**GRANTOR:**

**NOPEC, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Signature page to NOPEC 2026 Energized Community Grant Agreement.]

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 048

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH RISE AND GRIND CAFE FOR THE LEASE OF A CERTAIN PORTION OF THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville (hereinafter "City") is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville (hereinafter "Center"); and

WHEREAS, Rise and Grind Cafe (hereinafter "Cafe") is a coffee shop principally located at 1314 W. Bagley Road, in the City of Berea, Ohio; and

WHEREAS, pursuant to the Charter of the City of Strongsville and Chapter 264 of the Codified Ordinances of the City of Strongsville, the City has determined to lease a certain portion of the Center, which is identified as the area previously used for the Crossroads Cafe located on the first floor of the Center, to Cafe for the purposes set forth in the Lease Agreement attached hereto as Exhibit A; and

WHEREAS, therefore, the City and Cafe are desirous of entering into such Lease Agreement on the terms and conditions set forth in the Agreement, and for a term of one (1) year commencing on June 1, 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO BY TWO-THIRDS VOTE OF ITS MEMBERS:

**Section 1.** That this Council hereby finds and determines that leasing a certain portion of the Walter F. Ehrnfelt Recreation & Senior Center, at 18100 Royalton Road, Strongsville, Ohio to the Cafe, as set forth in the Lease Agreement attached hereto as Exhibit A, is in furtherance of a public purpose and in the best interest of the City.

**Section 2.** That this Council hereby further finds and determines that a certain portion of the Recreation Center identified as the area previously used for the Crossroads Cafe located on the first floor of the Center, is not needed entirely for municipal public use, and accordingly authorizes and directs the Mayor to enter into a one (1) year Lease Agreement with Rise and Grind Cafe, a coffee shop principally located in the City of Berea, commencing on June 1, 2026, substantially in accordance with the terms and conditions set forth in the Lease Agreement attached hereto.

**Section 3.** That any funds required for the implementation of this Ordinance will be paid from the Multi-Purpose Complex Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2026 – 048  
Page 2

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is in the best interest of the City to enter into a Lease Agreement with the Cafe for a certain portion of the City's Recreation Center. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2026-048 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made this 30 day of April, 2026 by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and organized and existing pursuant to law (hereinafter referred to as "City") and **RISE AND GRIND CAFE**, located at 1314 W. Bagley Rd, Berea, Ohio 44017 (hereinafter referred to as "Cafe").

### WITNESSETH:

WHEREAS, the City is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville, County of Cuyahoga and State of Ohio, (hereinafter referred to as "Center"); and

WHEREAS, Cafe is a coffee shop principally located in the City of Berea, County of Cuyahoga and State of Ohio; and

WHEREAS, pursuant to the Charter of the City of Strongsville and Chapter 264 of the Codified Ordinances of the City of Strongsville, the City has determined to lease a portion of the Center described below to Cafe for the purposes set forth in this Lease Agreement; and

WHEREAS, the City and Cafe are desirous of entering into this Lease Agreement to provide for the lease and operation of a portion of the Center by the Cafe on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants, payments and agreements by each of the parties hereto, the City and Cafe do hereby mutually agree as follows:

### 1. DESCRIPTION AND LEASE OF PREMISES

The City hereby leases to Cafe, and Cafe hereby leases from City, certain areas of the Center identified as the area previously used for the Crossroads Cafe located on the first floor of the Center (collectively the "Leased Premises").

### 2. TERM

#### 2.1 Original Term

The term of this Lease shall be one (1) year, commencing on June 1, 2026 and ending on May 31, 2027.

#### 2.2 Renewal

This Lease Agreement may be renewed for an additional one (1) year term upon the written election of the Cafe to renew and the written acceptance of the City. Said written election of the Cafe to renew and the written acceptance of the City, shall be made at least thirty (30) days before expiration of the initial term.

### 3. TERMINATION

#### 3.1 Cancellation by the Cafe

The Cafe shall have the right, upon sixty (60) days prior written notice to the City, to cancel this Agreement in its entirety.

### 3.2 Cancellation by the City

The City shall have the right upon sixty (60) days prior written notice to the Cafe, to cancel this Agreement in its entirety.

In the event of the cancellation by either party to this Agreement, the Cafe shall quit and surrender the Leased Premises and the City may re-enter and repossess the Leased Premises on the effective date of cancellation, without further requirement of notice. In the alternative or in addition to the remedies specifically provided herein, the parties may pursue any remedy permitted by law for the enforcement of any of the provisions of this Lease.

## 4. RENT

### 4.1 Temporary Percentage Rent – Initial Ninety (90) Day Period

Notwithstanding anything to the contrary contained herein, for the first ninety (90) days following the Commencement Date (the "Ramp-up Period"), Cafe agrees to pay to the City as rental an amount calculated as follows:

(a) **Percentage Rent**

Cafe shall pay to the City, as monthly rent, an amount equal to **twenty percent (20%) of Cafe's Gross Sales** generated from operations at the Leased Premises during each calendar month of the Ramp-up Period.

(b) **Maximum Rent Cap**

In no event shall the monthly rent during the Ramp-Up Period exceed **One Thousand Five Hundred Dollars (\$1,500.00)**.

(c) **No Minimum Rent Requirement**

During the Ramp-Up Period, there shall be **no minimum monthly rent**, and rent shall be based solely on the Percentage Rent calculation set forth above, subject only to the maximum cap.

(d) **Definition of Gross Sales**

"Gross Sales" shall mean the total amount of all sales of food, beverages, merchandise, and other goods and services made from the Leased Premises, whether for cash or credit, but excluding (i) sales tax collected and remitted to the appropriate taxing authority and (ii) bona fide refunds or returns actually made.

(e) **Reporting and Payment**

Cafe shall provide the City with a monthly statement of Gross Sales for the preceding month concurrently with rent payment, which shall be due by the fifth (5<sup>th</sup>) business day of each month.

### 4.2 Basic Rent – After Ramp-up Period

Upon expiration of the Ramp-Up Period, Cafe agrees to pay to the City as rental for the remainder of the term of this Lease, the monthly sum of **One Thousand Five Hundred Dollars (\$1,500.00)** due by the fifth (5<sup>th</sup>) business day of every month. Time is of the essence as to the due date of the payments.

**4.3 Method of Payment**

All rent payments shall be made payable to the City of Strongsville, and shall be sent to the Walter F. Ehrnfelt Recreation Center, 18100 Royalton Road, Strongsville, Ohio 44136, Attention: Director of Recreation, unless the City shall direct otherwise by notice to Cafe.

**5. USE OF PREMISES**

**5.1** The Leased Premises shall be for the exclusive use of the Cafe.

**5.2** Cafe shall be permitted to maintain open hours anytime while the Ehrnfelt Recreation Center is open to the public. There may be events held at the Ehrnfelt Recreation Center during which the Cafe will not be permitted to operate. Cafe's use and occupancy of the Leased Premises, and all other areas and equipment of the City and the Center, shall be done in a safe, careful and proper manner in accordance with all laws, rules and regulations of the City and the Center.

**5.3** In the event that the Cuyahoga County Health Department (hereinafter referred to as "Health Department") determines that any health code violations exist on the Leased Premises, then Cafe shall be fully responsible to correct and/or remedy said violations. Cafe shall have sixty (60) days to remedy said health code violations. Failure by Cafe to timely remedy any health code violations shall be cause for the City to immediately cancel this Agreement in its entirety.

**5.4** Cafe shall not allow any supplements and/or substances that have not been approved by the Health Department.

**6. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE**

**6.1 Condition of Leased Premises at Commencement of Term**

Cafe has examined the Leased Premises, knows their condition and accepts the Leased Premises in their present condition. Cafe acknowledges that the City has made no representations to Cafe as to the condition of the Leased Premises prior to or at the execution of this Lease, and has promised no repairs or alterations thereto.

**6.2 Required Repairs and Maintenance by Café**

- (a) Cafe shall have sole responsibility to maintain and keep the Leased Premises in good condition and repair.
- (b) Cafe shall perform such repairs and maintenance thereon as may be necessary to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Leased Premises.

**6.3 Condition of Leased Premises at Termination of Lease**

- (a) Upon the expiration or other termination of this Lease, Cafe shall remove its goods, equipment and effects and those of all persons claiming under it from the Leased Premises, and shall deliver and yield the Leased Premises to the City in as good repair and condition as the Leased Premises were at the commencement of the term of this Lease, reasonable wear and tear excepted.

- (b) All improvements constructed or installed on the Leased Premises by Cafe shall become the property of the City. Cafe may be required to remove any or all improvements installed on the Leased Premises upon the termination of this Lease, and shall repair to the City's satisfaction or reimburse the City for any damage resulting from such removal. All improvements affixed to the Leased Premises with the intention to make them permanent installations, whether installed by Cafe or by the City, shall be the sole property of the City, and Cafe shall have no right to remove same.

## **7. UTILITIES**

Rental payments shall include all utility services.

## **8. INSURANCE**

**Public Liability Insurance.** Cafe shall obtain, at its expense, effective as of the commencement of its right to occupy the Leased Premises, and will maintain so long as Café continues to occupy or lease any part of the Leased Premises, complete comprehensive liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. A copy or copies of said policy or policies, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance. The foregoing policies shall contain a special provision which establishes that the insurance company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy, written notice of the action to be taken will be mailed to the City of Strongsville.

## **9. ALTERATIONS AND IMPROVEMENTS**

**9.1** Upon obtaining the City's prior written consent, Cafe may, at its expense, make such alterations and improvements to the Leased Premises as shall be necessary for its use of the Leased Premises consistent with the Lease, provided that no such alterations will materially decrease the value or marketability of the Leased Premises. The City may withhold such consent, if (i) the proposed alterations or additions materially decrease the value or marketability of the Leased Premises, (ii) the proposed alterations or additions, in the view of the City, interfere with its future plans for the Leased Premises, (iii) Cafe fails to provide the City with reasonably sufficient drawings and specifications of work to be done and materials to be used, (iv) Cafe fails to provide the City with sufficient security to assure that proper insurance and workers' compensation coverage are in effect during the performance of any work and that the work will be completed free of liens against the Leased Premises, and (v) the proposed alterations and additions are not approved by the City Planning Commission. Such alterations and improvements shall be done in a good, workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.

**9.2** The City at its sole expense may make such alterations and additions affecting the Leased Premises as it might desire provided that the same shall not materially impair Cafe's use of the Leased Premises consistent with this Lease.

## **10. DEFAULT**

### **10.1 Events Constituting Default**

For the purpose of this Lease, "default" shall mean any of the following events: (a) Abandonment of the Leased Premises by Cafe, or (b) Failure by Cafe to pay any installment of rent or other money obligations within ten (10) days after the City shall have given Cafe written notice that such rent or other obligation is past due, or (c) Failure by Cafe to perform or observe any other covenant or agreement under this Lease, which failure shall continue uncured for a period of thirty (30) days after delivery to Cafe of written notice thereof.

### **10.2 Effect of Default**

In the event of default, the City may at its option (a) terminate this Lease, or, without terminating this Lease, terminate Cafe's right to possession of the Leased Premises under this Lease, (b) re-enter the Leased Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom, and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Leased Premises and obtain reimbursement of expenses therefor from Cafe, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Lease, Cafe waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Lease be equivalent to the City's exercise of its right to re-enter the Leased Premises.

### **10.3 Waiver of Default**

No waiver of any condition or covenant of this Lease by the City or Cafe shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant or as justification or authorization for the breach or any other covenant or condition of this Lease, nor shall the acceptance of rent by the City at a time when Cafe is in default under any covenant or condition of this Lease be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Lease on account of such default or as an estoppel against the City or be construed as an amendment to this Lease or as a waiver by the City of any other right created herein or by law in favor of the City and against Cafe on account of such default.

## **11. MECHANICS' LIENS**

The Cafe shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Leased Premises for any labor, machinery or material furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Leased Premises solely for Cafe or under Cafe's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Lease. If any such lien shall be filed or shall attach, the Cafe shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Cafe fails to do so within thirty (30) days after receiving written notice from the City so to do, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Cafe. Moreover, Cafe shall indemnify and defend the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof,

including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

## **12. QUIET ENJOYMENT**

Upon Cafe's paying the rent and performing and observing the agreements and conditions on its part to be performed and observed, Cafe shall and may peaceably and quietly have, hold, and enjoy the Leased Premises during the term of this Lease without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water, or other pipes bursting or leaking, or (b) water, snow or ice on the Leased Premises.

## **13. RIGHT OF ENTRY**

The City, its agents and employees shall have the right, at all reasonable times during the term of this Lease, to enter the Leased Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Cafe's use of the Leased Premises.

## **14. INDEMNITY**

Cafe, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless City, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of Cafe's use of the Leased Premises and Center, or any act or omission of Cafe, or any of its successors, assigns, transferees, employees, licensees or invitees arising out of or relating to their use of the Leased Premises or Center.

## **15. ASSIGNMENT OR SUBLEASE**

Cafe shall not assign, transfer, convey, or dispose of this Lease or any of its benefits or burdens under this Lease, or sublet all or any part of the Leased Premises, or permit all or any part of the Leased Premises to be used or occupied by others unless Cafe first obtains the City's prior written consent appropriately authorized by law. The City may, in its discretion, withhold such consent.

## **16. NOTICES**

All notices to the City shall be sent to:

The City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
Attention: Mayor

*With a copy to the Law Director and Director of Recreation*

All notices to Cafe shall be sent to:

Rise and Grind Cafe  
1314 W. Bagley Road  
Berea, OH 44017  
Attention, Leo Volpe, Owner

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

#### **17. PARTIES BOUND AND BENEFITTED**

This Lease shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Cafe" in this Lease shall be construed to include the corporations named herein as City and Cafe, respectively, and their respective successors and permitted assigns.

This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Lease.

#### **18. NONDISCRIMINATION**

Cafe agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment or otherwise in connection with its activities because of race, color, religion, creed, gender, national origin, sexual preference, or disability.

#### **19. RELATIONSHIP OF THE PARTIES**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Cafe.

#### **20. ONLY AGREEMENT**

This instrument contains the entire and only agreement between the parties concerning this subject matter, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties.

#### **21. CAPTIONS**

The captions used as headings for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease nor to be used in determining the intent of the parties to this Lease.



STATE OF OHIO )  
 ) ss  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named, **RISE AND GRIND CAFE**, by Leo Volpe, its Owner, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said non-profit corporation, and is his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 30th day of April, 2026.

Nancy M. Sikorski  
Notary Public



NANCY M SIKORSKI  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 03-14-26