



City of Parma Heights Council Meeting

6281 Pearl Road

Monday, November 14, 2022 7:00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES:

- October 24, 2022 – Parma Heights City Council Meeting

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS:

- None at this time

LEGISLATION

Second Reading

1. **2022 – 34 AN ORDINANCE TO ESTABLISH APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO DURING THE PERIOD OF JANUARY 1, 2023 TO AND INCLUDING DECEMBER 31, 2023, AS AMENDED.**

First Reading

2. **2022 – 36 AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) BUILDING DEMOLITION AND SITE REVITALIZATION PROJECT, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS, AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY**
3. **2022 – 37 AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH AMERICAN LEGAL PUBLISHING TO PROVIDE FOR CODIFICATION SERVICES**
4. **2022 – 38 AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO PARTICIPATE IN THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) AND NASPO VALUEPOINT FOR THE PURPOSE OF CONTRACTING WITH T-MOBILE FOR TELEPHONE AND INTERNET SERVICES, AND DECLARING AN EMERGENCY**
5. **2022 – 39 AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH RICHARD L. BOWEN + ASSOCIATES, INC. TO SERVE AS CITY ENGINEER, AND PROVIDING FOR PAYMENT FOR SERVICES RENDERED THEREUNDER, AND DECLARING AN EMERGENCY**

6. 2022 – 40 AN ORDINANCE AMENDING SECTION ONE, RULE SEVEN OF THE RULES OF ORDER GOVERNING THE COUNCIL OF THE CITY OF PARMA HEIGHTS
7. 2022 – 41 AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AGREEMENT OF CONVEYANCE AND TO TRANSFER PROPERTY LOCATED AT 8699 LYNNHAVEN DRIVE IN THE CITY OF PARMA HEIGHTS TO THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION [CCLRC], AND DECLARING AN EMERGENCY
8. 2022 – 42 AN ORDINANCE AMENDING SECTION 1195.06 ENTITLED, "AUTOMOTIVE USE-SPECIFIC REGULATIONS" OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, OHIO, AND DECLARING AN EMERGENCY
9. 2022 – 39 A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORTH ROYALTON TO PROVIDE FOR PRISONER HOUSING SERVICES, AND DECLARING AN EMERGENCY
10. 2022 – 40 A RESOLUTION AUTHORIZING THE MUNICIPAL ENGINEER TO PREPARE THE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM PROJECT, AND DECLARING AN EMERGENCY
11. 2022 – 41 A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AGREEMENT WITH CUYAHOGA COUNTY TO ACCEPT AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR THE GREENBRIER COMMONS FACILITY RENOVATIONS PROJECT, AND FURTHER AUTHORIZING THE EXPENDITURE OF THOSE FUNDS, AND DECLARING AN EMERGENCY

ADJOURN TO EXECUTIVE SESSION TO PREPARE FOR, CONDUCT, AND/OR REVIEW A COLLECTIVE BARGAINING STRATEGY

PUBLIC SESSION

ADJOURNMENT

ORDINANCE NO. 2022 – 34

AN ORDINANCE TO ESTABLISH APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO DURING THE PERIOD OF JANUARY 1, 2023 TO AND INCLUDING DECEMBER 31, 2023, AS 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 to provide for the current expenses and other expenditures of the City of Parma Heights, Ohio, during the period of January 1, 2023 to and including December 31, 2023, the following sums set forth in Exhibit A, attached hereto and made a part hereof by reference as if fully rewritten, are set aside and appropriated from the General Fund.

Section 2. That the Director of Finance is hereby authorized to draw her warrants from any of the foregoing appropriations upon receiving the proper requisition, certificate, and voucher therefore; approved by the officers authorized by law to approve same, or an Ordinance or Resolution to make the expenditure, provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law and Ordinance.

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

City of Parma Heights

2023 Appropriations

General Fund

Police

Personal Services & Benefits	\$	3,745,879.29
Other Operations & Maintenance	\$	587,675.00

Fire

Personal Services & Benefits	\$	3,638,831.51
Other Operations & Maintenance	\$	189,530.00

Safety

Personal Services & Benefits	\$	451,668.56
Other Operations & Maintenance	\$	475,418.96

Health

Other Operations & Maintenance	\$	120,000.00
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Recreation

Personal Services & Benefits	\$	161,868.60
Other Operations & Maintenance	\$	250.00

Building

Personal Services & Benefits	\$	500,000.86
Other Operations & Maintenance	\$	134,050.00

Economic Development

Personal Services & Benefits	\$	117,537.10
Other Operations & Maintenance	\$	4,100.00

Basic Utility Services

Personal Services & Benefits		
Other Operations & Maintenance	\$	1,612,000.00

Mayor

Personal Services & Benefits	\$	230,919.51
Other Operations & Maintenance	\$	8,000.00

Council

Personal Services & Benefits	\$	141,184.91
Other Operations & Maintenance	\$	11,750.00

Planning/Zoning

Other Operations & Maintenance	\$	4,000.00
Finance		
Personal Services & Benefits	\$	305,050.73
Other Operations & Maintenance	\$	342,000.00
Mayor' Court		
Personal Services & Benefits	\$	150,893.19
Other Operations & Maintenance	\$	21,300.00
Custodial		
Personal Services & Benefits	\$	54,744.08
Other Operations & Maintenance	\$	11,500.00
Law		
Personal Services & Benefits	\$	208,630.69
Other Operations & Maintenance	\$	101,150.00
General Government		
Personal Services & Benefits		
Other Operations & Maintenance	\$	673,715.97
Transfers - Out	\$	1,500,000.00
Total General Fund Disbursements	\$	15,503,648.95
SCMR Fund		
Personal Services & Benefits	\$	1,687,873.72
Other Operations & Maintenance	\$	447,535.00
	\$	2,135,408.72
State Highway		
Other Operations & Maintenance	\$	80,000.00
	\$	80,000.00
Cemetery		
Other Operations & Maintenance	\$	200.00
	\$	200.00
Parks Maintenance Fund		
Personal Services & Benefits	\$	230,653.92

Other Operations & Maintenance	\$	258,748.40
	\$	<u>489,402.32</u>
Senior Center Fund		
Personal Services & Benefits	\$	279,751.72
Other Operations & Maintenance	\$	61,500.00
	\$	<u>341,251.72</u>
Permissive Fund		
Other Operations & Maintenance	\$	120,000.00
Transfers - Out	\$	-
	\$	<u>120,000.00</u>
Police Pension Fund		
Employers Share	\$	548,847.07
	\$	<u>548,847.07</u>
Fire Pension Fund		
Employers Share	\$	666,886.97
	\$	<u>666,886.97</u>
Coronavirus Relief Fund		
Other Operations & Maintenance	\$	600,000.00
	\$	<u>600,000.00</u>
Mayor's Court Computer Fund		
Other Operations & Maintenance	\$	3,500.00
Capital Outlay		
	\$	<u>3,500.00</u>
Ambulance Billing Fund		
Other Operations & Maintenance	\$	40,000.00
Transfers - Out	\$	450,000.00
	\$	<u>490,000.00</u>
Special Bond Retirement Fund		
Bond Principal	\$	268,327.00
Other	\$	-
	\$	<u>268,327.00</u>
Capital Improvement Fund		
Capital Outlay	\$	960,100.00
	\$	<u>960,100.00</u>
Capital Projects Fund		
Other Operations & Maintenance	\$	100,000.00

Capital Outlay	\$	-
	\$	<u>100,000.00</u>

Medical Self Insurance Fund

Medical Payments	\$	2,050,000.00
	\$	<u>2,050,000.00</u>

Fleet Maintenance Fund

Employee Expense	\$	382,492.60
Other Expense	\$	373,500.00
	\$	<u>755,992.60</u>

Worker's Compensation Fund

2023 Full Payment	\$	149,570.00
	\$	<u>149,570.00</u>

Total Appropriations 2023	\$	25,263,135.35
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ORDINANCE NO. 2022 - 36

AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) BUILDING DEMOLITION AND SITE REVITALIZATION PROJECT, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS, AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the Municipality of Parma Heights has been advised of the necessity that the items, noted in the title, be authorized and directed in accordance with the provisions of Article V Section 6 of the Charter of the City of Parma Heights.

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

Section 1: The expenditure of monies of this municipality for items as noted in the title, which expenditure is now estimated to exceed \$50,000.00, is authorized and directed. The expenditure shall be made from monies appropriated for such purpose.

Section 2: The Director of Public Service is authorized and directed to advertise for competitive bids for such expenditure at least once in a newspaper of general circulation within the Municipality and to post such Invitation to Bid on the City of Parma Heights official web page.

Section 3: The Mayor is authorized and directed to enter into a written contract with the lowest and best bidder after such advertising, said lowest and best bidder to be determined by motion of this Council.

Section 4: 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 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 it is necessary to authorize and direct such expenditure in order that the Mayor may enter into a contract therefore, after competitive bidding in accordance with applicable laws; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

ORDINANCE NO. 2022 - 37

**AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A
CONTRACT WITH AMERICAN LEGAL PUBLISHING TO PROVIDE
FOR CODIFICATION SERVICES**

WHEREAS, the Administration recommends a new contract to provide for the publishing of the Parma Heights Codified Ordinances.

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

Section 1: That the Administration is authorized and directed to enter into a contract with American Legal Publishing in the form of Exhibit "A" attached hereto and incorporated herein as though fully rewritten.

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: _____

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

American Legal Publishing
525 Vine Street, Ste. 310
Cincinnati, OH 45202

City of Parma Hts
6281 Pearl Road
Parma Hts, OH 44130

ORDINANCE CODIFICATION AGREEMENT

November 8, 2022

WHEREAS, the City of Parma Heights, a municipal corporation in the State of Ohio (hereinafter referred to as "Municipality"), has need of codification of its existing ordinances and resolutions, as well as other optional related services;

WHEREAS, American Legal Publishing Corporation, (hereinafter referred to as "Publisher"), an Ohio Corporation, desires to perform such services for the Municipality.

NOW THEREFORE, in consideration of the mutual benefits to be derived from entering into and performing this Agreement and the mutual promises and covenants contained herein, the parties agree as follows:

A. Publisher's Duties:

The Contractor shall integrate into the Codified Ordinances all ordinances and resolutions of the Municipality of a general and permanent nature enacted subsequent to the previous inclusion of material, and in providing such service agrees to:

1. Examine and review all ordinances and resolutions of the Municipality to ascertain material suitable for inclusion.
2. Edit the new legislative material by correcting all spelling, capitalization, grammatical and typographical errors, but the sense, meaning or legal effect of any legislative provision shall not be altered without the express authorization of the Municipal Legal Officer or other Municipal official.
3. Classify and organize selected material into its proper component code, title, chapter and section position.
4. Prepare proper and descriptive headings for each title, chapter and section.
5. Number all material to conform to the decimal numbering and code classification system of the Codified Ordinances.
6. Substitute proper code numbers for in-text references to other provisions in the Codified Ordinances so as to conform to the numbering system of the Codified Ordinances.
7. Substitute the words "this code, "this chapter" or "this section" for "this ordinance" whenever the sense requires it.
8. Prepare a legislative history for each section, subsection or paragraph noting the ordinance or resolution number and its date of passage.
9. Revise the General Index to reflect all changes made in the Codified Ordinances.
10. Supplement the Comparative Section Table, indicating the disposition of integrated ordinances and resolutions.

AMERICAN LEGAL PUBLISHING - CITY OF PARMA HEIGHTS

11. Supplement the Tables of Special Ordinances.

12. Revise the Traffic, General Offenses, and other sections based on state statutes to conform to current State law whenever the Ohio state legislature amends such O.R.C. provisions that are part of the Parma Heights Code. This service is provided when the Municipality authorizes a printed supplement to the code (typically, annually)

13. Print, collate, hole-punch and deliver to the Municipality 7 sets of Replacement Pages suitable for inclusion in the Codified Ordinances of the Municipality.

14. Provide an adopting ordinance for the supplement of the code.

15. Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.

B. The Municipality agrees to pay the Publisher as follows:

Main editing work:

\$19.00 per replacement page side which is changed or added (includes 7 sets of printed copies)

\$9.00 per replacement page side which is unchanged (the reverse side of a changed page - or known as a backup page)

Folio/Online Update is an additional \$1.95/page

Online Hosting Fee: \$495/year (invoiced annually on August 8th)

The Municipality chooses the following schedule for future updates:

Printed Book Updates: X annually ___ six months ___ quarterly ___ as ordinances pass

Folio/Internet Updates: ___ annually X six months ___ quarterly ___ as ordinances pass

If the online code is update more often than the printed code book, the Municipality will be invoiced for the editing work on an ongoing basis instead of waiting for the printed pages to be shipped. **It is required that the printed code book updates occur at least once a year.** When the printed update occurs, charges for any pages not yet invoiced will be invoiced. State law updates will occur when the printed pages are issued.

C. Term:

This contract is for a period of three years. Upon completion of the three-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon sixty days written notice.

IN WITNESS WHEREOF the parties have hereunto set their hands on the date(s) indicated:

CITY OF PARMA HEIGHTS, OHIO

AMERICAN LEGAL PUBLISHING

BY _____

BY _____

TITLE _____

TITLE: _____

DATE _____

DATE: _____

ORDINANCE NO. 2022 - 38

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO PARTICIPATE IN THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) AND NASPO VALUEPOINT FOR THE PURPOSE OF CONTRACTING WITH T-MOBILE FOR TELEPHONE AND INTERNET SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the City currently contracts for telephone and internet services; and

WHEREAS, NASPO offers ValuePoint as a cooperative purchasing program facilitating public procurement solicitations and agreements with companies such as T-Mobile, which are considered state government bidding purchases authorized pursuant to Parma Heights Codified Ordinances 145.08 and 145.09. State government bidding purchases are exempt from competitive bidding; and

WHEREAS, the City of Parma Heights may, as a result of its participation with NASPO, receive discounted services from T-Mobile; and

WHEREAS, the City of Parma Heights would benefit from joining this free program.

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

Section 1: That the Administration is hereby authorized to execute all necessary documents for participation by the City of Parma Heights in NASPO and the NASPO ValuePoint program to contract with T-Mobile for telephone and internet services.

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: 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 prevent disruption of vital city services; wherefore it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

ORDINANCE NO. 2022 - 39

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH RICHARD L. BOWEN + ASSOCIATES, INC. TO SERVE AS CITY ENGINEER, AND PROVIDING FOR PAYMENT FOR SERVICES RENDERED THEREUNDER, AND DECLARING AN EMERGENCY

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

Section 1. The employment of the firm of Richard L. Bowen + Associates, Inc., as appointed by the Mayor, is authorized, for the period beginning on January 1, 2023 and ending on December 31, 2023, to perform the services that may be required of said firm, as City Engineer, in accordance with the provisions of the Charter and Ordinances of the City of Parma Heights, and the contract between the City of Parma Heights and said Engineer, identified as Exhibit "A", attached hereto, and made a part hereof as though fully rewritten.

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. This Ordinance is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality, and for further reason that engineering services are necessary in the regular conduct of the City's business; wherefore, this Ordinance 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

AGREEMENT
Between
CITY OF PARMA HEIGHTS, OHIO
&
RICHARD L. BOWEN + ASSOCIATES, INC.
For
CITY ENGINEERING SERVICES

THIS AGREEMENT made at Parma Heights, Ohio, effective _____, 2023 by and between the CITY OF PARMA HEIGHTS, 6281 Pearl Road, Parma Heights, OH 44130 [hereinafter referred to as "CITY"], and RICHARD L. BOWEN + ASSOCIATES, INC., 2019 Center Street, Suite 500, Cleveland, Ohio, 44113 [hereinafter referred to as "CONSULTING ENGINEER"]; and PIETRO A. DiFRANCO, P.E. [hereinafter referred to as "CITY ENGINEER"]; and DAVID G. BRADT, P.E. [hereinafter referred to as "ASSISTANT CITY ENGINEER"].

WHEREAS, the CITY intends to employ a qualified Engineering and Architectural Consulting Firm authorized in the State of Ohio to perform professional engineering and architectural services necessary to meet the challenges and needs of the community through the coming years for and on behalf of the CITY as hereafter set forth; and

WHEREAS, the Mayor selected CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER as the persons and firm most qualified to perform the professional services required at a price that is fair and reasonable to the CITY;

WHEREAS, the Mayor desires said Agreement and terms thereof through December 31, 2023;

NOW THEREFORE, the CITY, CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER, each acknowledging the sufficiency of the consideration contained in the terms and conditions of the Agreement, agree as follows:

SECTION 1. BASIC SERVICES.

1.1 The SERVICES required to be performed by the CITY ENGINEER, ASSISTANT CITY ENGINEER, and the CONSULTING ENGINEER under this Agreement shall be the basic services provided to the CITY.

1.2 The CITY ENGINEER and ASSISTANT CITY ENGINEER shall receive a retaining fee in the sum shown in below per annum unless increased by Council.

	2023
CITY ENGINEER	\$30,000.00
ASSISTANT CITY ENGINEER	\$15,000.00

The retaining fees shall be paid on a monthly basis commencing upon the effective date of this ordinance, and the amounts shall be subject to the contribution by the CITY and the CITY ENGINEER and ASSISTANT CITY ENGINEER, respectively, to OPERS for which they shall perform the following services:

- (a) Give advice to Council, the Mayor, residents, builders, etc. and other proper administrative officials on problems pertaining to engineering, zoning, building, etc.
- (b) Prepare formative or preliminary sketches, layouts, estimates or reports, professional design services concerning the advisability of proceeding with any public improvements contemplated by the Council.
- (c) Make recommendations regarding the engineering features of dedication plans, utility plans and such other requests of persons or firms as will require the use of the special knowledge possessed by the CITY ENGINEER and/or ASSISTANT CITY ENGINEER.
- (d) Review projects and prepare advisory reports for and, as necessary, attend regular City Council and Planning Commission meetings as needed and directed by the Mayor. The Mayor, in their sole discretion, shall determine when attendance at other meetings is needed.

- (e) Minor consultation and site inspection(s) with such authorized representatives of the City, providing such consultation requires no preparation of detailed plans.
- (f) With respect to City projects, prior to performance of Additional Services and specifications for competitive bidding, perform such preliminary schematic design services and cost estimation so as to assist the Mayor and City officials with project planning and budgeting, including but not limited to review of site conditions.
- (g) Interpret and administer applicable laws, in consultation with city officials, in conjunction with development proposals, or compliance and enforcement thereof.
- (h) Provide assistance in the preparation of and filing of applications for Financial Assistance in the form of preliminary estimates of construction cost and minor engineering detail.
- (i) In providing the BASIC SERVICES set forth in paragraphs (a) through (h) above, CITY ENGINEER and/or ASSISTANT CITY ENGINEER shall be available and accessible to the Mayor an average of ten (10) hours per week calculated over an extended period of time, and as set forth by a mutually agreed upon schedule. CITY ENGINEER and/or ASSISTANT CITY ENGINEER may be directed by the Mayor to keep office hours at City Hall, but are not otherwise required to be present at City Hall during the designated time, but shall insure that they are nonetheless at all times designated, available and accessible to the Mayor. When the CITY ENGINEER and ASSISTANT CITY ENGINEER are temporarily unavailable on such days to provide services due to illness, vacation or similar events, they may designate a qualified engineer in the CONSULTING ENGINEER'S office to temporarily provide such services.

Other than the retaining fee and OPERS contribution stated above, CITY ENGINEER and ASSISTANT CITY ENGINEER shall not receive any other wages or benefits from the CITY pursuant to this Agreement. All other fees and expenses are excluded from OPERS and are subject to the terms applicable to independent contractors.

SECTION 2. ADDITIONAL SERVICES.

2.1 The CONSULTING ENGINEER shall designate the CITY ENGINEER, ASSISTANT CITY ENGINEER, or another qualified engineer to furnish the following additional services to the CITY, if requested, according to the schedule or rates set forth in Paragraphs 2.2 and 2.3, and the authorizing procedures set forth in Section 4:

- (a) Prepare all necessary plans, profiles, specifications, and estimates of cost of every kind for public improvements including, but not limited to, minor roads and streets, off-street parking lots, retaining walls, sidewalks, and street resurfacing.

- (b) Serve as the authorized representative of the CITY and supervise the execution of public works undertaken by the CITY pursuant to plans and specifications approved by Council.
- (c) Furnish to the Council and/or any other CITY official plans, specifications and estimates of the costs of public improvements for the guidance of the Council and CITY Officials, and for the information and guidance of other persons dealing with the CITY.
- (d) Make and deliver to the Mayor and Council monthly reports of the progress of improvements under its charge which reports may be given orally at the City Council meetings.
- (e) The CONSULTING ENGINEER'S services shall be available to any department of the CITY or any official acting in his official capacity.
- (f) Assistance to the City in securing, tabulating and evaluating construction bids and furnishing an engineering assessment of the Contractor's capability to perform such public improvement.
- (g) Periodic visits to the site of the work by a duly qualified representative of the Engineer throughout the active construction periods for review of the progress and quality of the construction work to assure compliance with the specifications and to provide consultation with CITY representatives. The Engineer shall not be responsible for, nor have control of, construction means, methods, techniques, sequences; or for safety programs in connection with the work by the Contractor(s).

2.2 The CITY shall reimburse the CONSULTING ENGINEER for services rendered as follows:

- (a) For work done under Section 2.1 which involves public improvement project contracts to be awarded by the Board of Control, the compensation shall be in accordance with the following fee schedule:

<u>If the actual Cost of the Improvement Project is</u>	<u>Engineering Fee for Design of Improvement Project shall be</u>
\$ 0 to 100,000	12%
100,001 to 500,000	Base fee of 12% of the first \$100,000 plus 7.5% of the amount over \$100,000
500,001 to 1,000,000	Base fee of 8.4% of the first \$500,00 plus 6.8% of the amount over \$500,000
1,000,001 to 5,000,000	Base fee of 7.2% of the first \$1,000,000 plus 6.2% of the amount over \$1,000,000

The fees are payable as follows:

- (1) Seventy-five percent (75%) of the total fee shall be paid when contract plans, specifications and detailed estimates are completed and submitted to the CITY.
- (2) The remaining twenty-five percent (25%) of the total fee shall be payable in pro rata monthly payments in accordance with the estimated percentages of work completed by construction, until the aggregate of all payments shall equal the total remaining amount due under this Agreement as provided for in this Agreement.
- (3) That if any authorized work (covered by this Agreement) being performed by the CONSULTING ENGINEER shall be suspended, postponed, or abandoned prior to the completion and submission of the work to the CITY, the CONSULTING ENGINEER shall be reimbursed for services rendered on account of it, the payment shall be based as far as possible on the fee established in this Agreement or where the Agreement cannot be applied, then the basis shall be at the rate per diem. Payment for this work shall be within ninety (90) days of suspension, postponement or abandonment.
- (4) The fee provided in Section 2.2(a) hereof, shall cover all engineering services need for the improvement project, including preliminary estimates and reports, complete detailed plans and specifications, and preparation of monthly and final estimates for contractors' payments.

2.3 For engineering services not heretofore specified, the CONSULTING ENGINEER shall be compensated on a time spent basis as set forth in the schedule of hourly rates below, plus expenses, supplies and transportation.

(a) SCHEDULE OF HOURLY RATES

	2023-2024
City Engineer or Associate	\$ 104.00
Assistant City Engineer	\$ 104.00
Surveyor	\$ 82.00
Project Engineer	\$ 93.00
Draftsman	\$ 71.00
Designer	\$ 81.00
Construction Observation (City	\$ 61.00
Clerical/Administrative Assistant	\$ 42.00
Two Man Field Crew	\$ 127.00
Three Man Field Crew	\$ 181.00
Architect	\$ 155.00

- (b) The aforementioned Schedule of Rates in Section 2.3(a) shall cover the following services which the CONSULTING ENGINEER may provide:
- (1) Property, topographic, boundary, right-of-way, or grade surveys
 - (2) Line and grade stakes
 - (3) Resident Engineer
 - (4) Inspection of Construction
 - (5) Shop, mill or field inspection of materials
 - (6) Calculations of special assessments
 - (7) Cost of borings or other sub-surface explorations
 - (8) For special surveys, reports, etc., involving work not let by publicly bid contract for any and all duly authorized services not specified in Section 1 or 2, nor incident to nor in any way connected with the construction of public improvements.
- (c) Payment for services as heretofore set forth in Section 2.3 shall be made at the completion of each service and upon billing by the CONSULTING ENGINEER, setting forth the time, expense, supplies and transportation furnished.

SECTION 3. DOCUMENTS.

3.1 Plans and specifications, sketches, maps, drawings, linens, plats and similar finished documents prepared for the CITY and by the CITY ENGINEER, ASSISTANT CITY ENGINEER, or the CONSULTING ENGINEER, when completed, shall be deposited with the City, and shall be retained by the City as a record of the City of Parma Heights. The CITY shall have all property and proprietary rights with respect to such prepared documents.

SECTION 4. AUTHORIZATION FOR ADDITIONAL ENGINEERING WORK.

4.1 Engineering work other than that provided for in Section 1 shall not be undertaken by the CONSULTING ENGINEER unless specifically requested by the Mayor and authorized by purchase order approved by the Director of Finance or separate written contract signed by the Mayor and approved by the Director of Law and the Director of Finance. No other official shall authorize the CONSULTING ENGINEER to perform additional engineering services.

In the event of an emergency necessitating immediate additional services by the CONSULTING ENGINEER, services may be rendered pursuant to purchase order requested and approved by the Mayor and Director of Finance. The Mayor shall be the sole judge of whether a bona fide emergency exists.

SECTION 5. STATUS REPORT

5.1 On the first day of the month in which the term of this Agreement ends the CONSULTING ENGINEER shall provide a status report, in writing, of all work and projects then in process. A copy of such report shall be provided to the Mayor, and the Directors of Finance, and Law, and City Council.

SECTION 6. AUTOCAD

6.1 All sewers, water, sidewalks, and paving plans and plats shall be finalized by the CONSULTING ENGINEER in electronic format (AutoCAD) and shall be retained as hereinbefore provided, as a record of the City, with the City having all property and proprietary rights in such documents.

SECTION 7. TERM OF APPOINTMENT AND AGREEMENT

7.1 The term of the CONSULTING ENGINEER, CITY ENGINEER and ASSISTANT CITY ENGINEER and of this Agreement shall be for a twelve (12) month period commencing on January 1, 2023, and concluding on December 31, 2023. Beyond the aforementioned twelve (12) month period, this Agreement shall automatically continue under the conditions contained herein if the CITY and CONSULTING ENGINEER mutually do not discuss further terms.

7.2 It is further agreed that the CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER shall be permitted to conclude engineering services after the term of his appointment and its agreement has ended, for sewer, water, paving, and sidewalk projects previously authorized by the City Administration and/or Council during term through the design phase thereof, which includes plans, profiles, specifications and estimates of cost as provided in Sections 1 and 2 of this Agreement.

7.3 This Agreement is non-exclusive to the extent that nothing herein shall be construed to prevent the CITY from engaging other City Engineers for specific projects during the term of this Agreement.

SECTION 8. COST

8.1 In reference to the provision of this Contract between the CITY and the CONSULTING ENGINEER permitting the CITY ENGINEER and/or ASSISTANT CITY ENGINEER to contract for material and supplies at cost, upon the expense of the CITY, it is agreed that no materials and supplies shall be so authorized by CITY ENGINEER or ASSISTANT CITY ENGINEER, for no single project, at a cost of Five Hundred Dollars (\$500.00) or more, without prior authorization from the Mayor.

SECTION 9. ACCEPTANCE OF OTHER EMPLOYMENT

9.1 Neither the CITY ENGINEER, the ASSISTANT CITY ENGINEER, nor the CONSULTING ENGINEER shall, without the consent of Council, during the term of this Agreement, accept any employment from any firm or corporation engaged in the business of establishing subdivisions or erecting buildings, or under contract for any public improvement, within the City of Parma Heights. The CITY ENGINEER, the ASSISTANT CITY ENGINEER, and the CONSULTING ENGINEER have been advised to comply with ORC 102.02 concerning refraining from any private work on CITY improvement projects for certain time period as specified in the aforementioned statute.

SECTION 10. DISPUTES

10.1 Except as this agreement otherwise provides, all claims, counterclaims, disputes and other matters in question between the CITY and the CITY ENGINEER, the ASSISTANT CITY ENGINEER, and the CONSULTING ENGINEER out of or relating to this Agreement or the breach of it will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Ohio, County of Cuyahoga.

SECTION 11. TERMINATION OF AGREEMENT

11.1 It is expressly understood and agreed that either the CITY or CITY ENGINEER and the CONSULTING ENGINEER may terminate this Agreement at any time by giving 30 days advance written notice to the other party either personally to the representative of that party who signed this Agreement, or by registered mail, return receipt requested, addressed to the principal office of that party. The ASSISTANT CITY ENGINEER shall not have any right to terminate this Agreement.

11.2 In the event that this Agreement is terminated by either the CITY or the CITY ENGINEER and the CONSULTING ENGINEER, the CITY ENGINEER and the CONSULTING ENGINEER shall only be entitled to be compensated for any BASIC SERVICES, ADDITIONAL SERVICES, and/or Other Engineering Services, as defined above, performed to the date of termination performed. Such compensation shall be based on the provisions set forth herein, if possible. For any services rendered to which these provisions do not apply, payment shall be based upon a per diem rate for the actual time spent rendering the services, computed by using the average rate for such services rendered by other comparable firms in Cuyahoga County, Ohio.

11.3 The Engineer shall be permitted to complete all started projects and design work in process only upon authorization of the Mayor and City Council; all other services shall cease at the end of thirty (30) days. The Engineer shall return to the City all maps, drawings and other City Records.

SECTION 12. INSURANCE

12.1 The CITY ENGINEER and CONSULTING ENGINEER shall comply with all workers' compensation laws of the State of Ohio and shall carry at least the following minimum private insurance coverage:

- a. General Liability and Comprehensive Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00 aggregate) for injuries, including those resulting in death, to any personal, and property damage. Said insurance shall be maintained in full force and effect during the life of this Agreement and shall protect the CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER, their employees, agents,

and representatives from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from the negligent or wrongful acts, errors or omissions of the CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER, their employees, agents or representatives in the performance of the services under this Agreement.

- b. Valuable Papers insurance in an amount sufficient to assure the restoration of any drawings, project manual pages, field notes, or similar data relating to the work under this Agreement, in the event of their loss or destruction, during the life of this Agreement.
- c. Professional Liability Insurance in an amount \$1,000,000.00 aggregate shall be carried by the CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER to provide coverage for any errors, omissions or negligence by CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER, and their employees, agents, and representatives.

12.2 Certificates showing the CITY ENGINEER and CONSULTING ENGINEER are carrying all of the above-described insurances in at least the above specified minimum amounts shall be furnished to the City Finance Director before the CITY is obligated to make any payment to the CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER for any services rendered by them under this Agreement. Such certificates for all such required insurances shall name the CITY as an additional insured party, except for professional liability insurance and workers' compensation, and shall provide for advance written notice to the CITY of not less than thirty (30) days prior to the effective date of any modification or cancellation of any such coverage.

SECTION 13. INDEMNIFICATION

13.1 The CONSULTING ENGINEER hereby agrees to indemnify and hold the CITY harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the acts, omissions and/or negligence of the CONSULTING

ENGINEER'S employees, subcontractors, materialmen, agents or others acting in concert with the CONSULTING ENGINEER.

SECTION 14. MISCELLANEOUS

14.1 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any employee or official of the CITY.

14.2 No assignment by a party hereto of any rights, obligations, or interests in this Agreement shall be permitted without the prior written consent of the other party; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

14.3 CITY and CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER each bind itself, its partners, successors, assigns and legal representatives to all of the covenants, agreements and obligations contained in the Agreement.

14.4 If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, and unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 The interpretation, construction and enforcement of the provisions of this Agreement shall be made in strict conformance with the laws of the State of Ohio and the ordinances of the City of Parma Heights.

14.6 This Agreement shall be construed to inure to the benefit of, and be binding upon, all of the parties, and their respective successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year, and at the place, above first written.

CITY:
CITY OF PARMA HEIGHTS, OHIO

CITY ENGINEER:
PIETRO A. DiFRANCO, P.E.

Mayor Marie Gallo

Pietro A. DiFranco, P.E.

Date

Date

ASSISTANT CITY ENGINEER:

David G. Bradt, P.E.

Date

Approved as to Legal Form:

CONSULTING ENGINEER
RICHARD L. BOWEN +
ASSOCIATES, INC.

Mark A. Schneider, Director of Law

(By) _____ (its)

Date

Date

ORDINANCE NO. 2022 - 40

AN ORDINANCE AMENDING SECTION ONE, RULE SEVEN OF THE RULES OF ORDER GOVERNING THE COUNCIL OF THE CITY OF PARMA HEIGHTS

WHEREAS, this Council is desirous of amending the order of business within the Rules of Order governing the Council of the City of Parma Heights.

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

Section 1: That the Council, with at least two-thirds majority vote of all members elected to Council, amend Section One, Rule Seven of the Rules of Order and, as amended, shall henceforth read as shown by edits set forth in Exhibit A, which are 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

Rule 7. Order of Business. The business of all regular meetings of the Council shall be transacted in the following order, unless the Council of five (5) members shall suspend the rules and change the order.

1. Roll Call of Members
2. Pledge of Allegiance
3. Disposal of the Journal of the Preceding Meeting
4. Reports from Departments, Commissions, Committees, Boards and other public officials
5. Appointments and Confirmations
6. Public Session Introduction of Ordinances, 2nd and 3rd Readings if any and Resolutions
7. Introduction of Ordinances, 2nd and 3rd Readings, if any, and Resolutions ~~Miscellaneous Business~~
8. Miscellaneous Business ~~Public Session~~
9. Adjournment

ORDINANCE NO. 2022 – 41

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AGREEMENT OF CONVEYANCE AND TO TRANSFER PROPERTY LOCATED AT 8699 LYNNHAVEN DRIVE IN THE CITY OF PARMA HEIGHTS TO THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION [CCLRC], AND DECLARING AN EMERGENCY

WHEREAS, the Parma Heights Land Reutilization Program acquired the property located at 8699 Lynnhaven Drive [PPN 472-21-083] after foreclosure; and

WHEREAS, the City is desirous of transferring the property to the Cuyahoga County Land Reutilization Corporation (CCLRC); and

WHEREAS, the Planning Commission met on _____, 2022 and recommended to the Council and the Administration that it transfer the property located at 8699 Lynnhaven Drive [PPN 472-21-083] to the CCLRC.

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

Section 1: The Administration is hereby authorized and directed to execute documents necessary to transfer the property located at 8699 Lynnhaven Drive [PPN 472-21-083] to the Cuyahoga County Land Reutilization Corporation [CCLRC] including an Agreement for Conveyance, as further 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 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: This Ordinance is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality and for the further reason that it is necessary to transfer the land as soon as possible to the Cuyahoga County Land Reutilization Corporation; wherefore, this Ordinance 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

EXHIBIT A

Agreement for Conveyance

[From Third Party to CCLRC]

This Agreement, dated this ____ day of _____, 2022 (this "Agreement"), is by and between the City of Parma Heights ("Grantor") and the Cuyahoga County Land Reutilization Corporation ("Grantee") under the following circumstances:

Whereas, Grantor is the owner of the parcel(s) of land described in Exhibit A attached hereto and made a part hereof (the "Land(s)") which Grantor desires to gift or transfer to Grantee as set forth herein; and

Whereas, Grantee is a county land reutilization corporation organized and existing under Ohio Revised Code ("R.C.") Sections 1724.01 et seq. and 1702 .01 et seq., to the extent not inconsistent with R.C. Sections 1724.01 et seq; and

Whereas, Grantee is authorized by R.C. Sections 5722.01 et seq. and 1724.01 et seq. to receive the Land.

Now, therefore, in consideration of the mutual covenants made herein and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, Grantor and Grantee agree as follows:

- Title and Prorations:** For \$1.00 and other good and valuable consideration, Grantor, shall deliver by warranty or fiduciary deed(s) free and clear marketable title in and to the Land to Grantee except for easements, restrictions and covenants of record.
- Conveyance and Closing.** This transaction shall close on or about the 15th day of November 2022 (the "Closing"), whereupon Grantor shall deliver warranty or fiduciary deed(s) to the Land(s), and Grantee shall pay to Grantor the consideration required herein.
- No Warranties or Representation.** Grantor makes no warranties or representations whatsoever as to the condition or quality of the Land(s), all of which Grantee agrees shall be conveyed in its current "AS IS, WHERE IS" condition.
- Law.** This Agreement shall be governed by the laws of the State of Ohio.

Grantee: Cuyahoga County Land
Reutilization Corporation
By: Ricardo León, Chief Operating Officer
Date: _____

Grantor: City of Parma Heights
By: _____
Date: _____

EXHIBIT A
LEGAL DESCRIPTION

Situated in the City of Parma Heights, County of Cuyahoga and State of Ohio:

And known as being Sublot No. 455 in the Precision Housing Corporation's Ridgewood Park Subdivision No. 7 of part of Original Parma Township Lot No. 2, Ely Tract, as shown by the recorded plat of said subdivision recorded in Volume 145, Page 16 of Cuyahoga County Map Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel No. 472-21-083

Permanent Parcel No. 472-21-083
8699 Lynnhaven Drive
Parma Heights, Ohio 44130

ORDINANCE NO. 2022 – 42

AN ORDINANCE AMENDING SECTION 1195.06 ENTITLED, "AUTOMOTIVE USE-SPECIFIC REGULATIONS" OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights, per Resolution No. 2022 – 28, adopted on August 15, 2022, has reviewed the saturation of car wash uses within the City of Parma Heights; and

WHEREAS, the City has determined that additional regulation of the operation of car wash establishments within the City of Parma Heights is necessary; and

WHEREAS, the City intends to regulate the saturation of car wash establishments permitted within the City of Parma Heights.

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 1195.06 of the Codified Ordinances shall be amended and, as amended, shall henceforth read as shown by edits set forth in Exhibit "A", which are 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 meeting open to the public, in compliance with the law.

Section 3: 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 further reason that it is necessary to regulate the saturation of car wash establishments within the City prior to the expiration of the City's moratorium; wherefore, this Ordinance shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

1195.06 AUTOMOTIVE USE-SPECIFIC REGULATIONS.

(a) Car Wash Establishments.

(1) Such facilities shall be located in an area least disruptive to pedestrian and vehicular traffic.

(2) The facility shall be located on the lot so as to utilize the maximum amount of the lot for the purpose of containing the waiting line of cars prior to the time the cars or other vehicles are actually serviced.

(3) Any proposed loudspeaker system shall be approved as part of the conditional use.

(4) No Car Wash Establishment shall be located within one thousand (1,000) feet of any other Car Wash Establishment as measured at the closest property lines, and the number of such establishments may not exceed one per every twelve thousand (12,000), or portion thereof, of the population of the City.

(b) Gasoline Station.

(1) Such facilities shall be located in an area least disruptive to pedestrian and vehicular traffic.

(2) On a corner lot, the location of access drives to the street shall be placed as far from the intersection as possible and shall be limited to no more than one access drive per fronting street.

(3) Except while being serviced at a fuel pump island, no vehicle shall be parked between the fuel pumps and the front property line.

(4) A canopy may be constructed over the pump island provided the canopy shall comply with the front parking setback.

(5) All activities provided at gasoline stations, except those required to be performed at a fuel pump, air dispenser, or self-serve automobile vacuum, shall be carried on entirely inside a building.

(6) No junk or unlicensed motor vehicles shall be permitted to be parked or stored on the property. No inoperable vehicle shall be permitted to remain on the property for more than 48 hours.

(7) All outdoor loud speaker systems shall be approved as part of the site plan and shall not create a nuisance for adjacent properties.

(8) A gasoline station may be combined with any other permitted use provided the parking space requirements for both uses are met.

(c) Parking, Commercial Garage as a Principal Use of the Lot.

(1) A parking garage shall comply with the building setbacks for the district in which it is located.

(2) The building shall be designed to be compatible with surrounding development. Considerations include design elements and architectural features that provide a varied and interesting facade on long building walls without an entrance or windows and design elements that enhance compatibility with the character of the zoning district.

(3) The building materials shall be compatible with the surrounding buildings and character of the neighborhood.

(d) Vehicle Repair and Restoration, and Vehicle Service Station.

(1) Vehicle parking areas, equipment storage areas, maneuvering lanes, and access ways to public streets shall be designed to cause no interference with the safe and convenient movement of automobile and pedestrian traffic on, and adjacent to, the site.

(2) All work shall be performed entirely within an enclosed building; and all storage of supplies, parts and merchandise shall be within an enclosed building except as provided elsewhere herein.

(3) The parking of employee vehicles and vehicles waiting to be serviced or returned to customers following service shall be parked in areas indicated for such parking on the approved site plan.

(4) All vehicles parked or stored overnight shall be stored or parked in a completely enclosed building.

(5) The operator of a vehicle repair/restoration establishment may be permitted to display and sell used automobiles as an accessory use, provided the following conditions are met:

A. The establishment is located on a lot that is two acres or larger; and

B. The used automobiles are displayed indoors and the display area does not exceed 35 percent of the total floor area of the building in which used automobiles are displayed.

(6) No junk or unlicensed motor vehicles shall be permitted to be parked or stored on the property. No inoperable vehicle shall be permitted to remain on the property for more than 48 hours.

(7) In order to minimize any effects of the above, the Planning Commission may require additional noise reduction measures to assure that the level of noise is no more than the prevailing noise levels of permitted uses in the District.

(e) Vehicle Sales and Associated Service.

(1) The minimum lot area shall be four acres and the minimum lot width shall be 200 feet.

(2) The minimum building area shall be 25,000 square feet and there shall be sufficient building area to include space for offices; indoor display of at least five motor vehicles; inspection, servicing and repair of at least five motor vehicles; and sufficient parts and storage.

(3) The portion of the site that is paved shall be used for the parking and display of vehicles in compliance with the following.

A. A minimum of 60 percent of the paved area shall be devoted to the parking and display of new motor vehicles;

B. A maximum of 15 percent of the paved area may be devoted to car rental facilities.

C. Parking spaces for customers and employees shall be provided in accordance with Chapter 1187.

(4) The operation of a vehicle sales establishment shall comply with Chapter 755, including restrictions on the sale of used automobiles.

(5) Lighting for all areas used for the outdoor display of automobiles shall be in accordance with a plan approved by the Planning Commission.

(6) Only vehicles that are in good repair, fully operational, and with no missing parts or damage shall be permitted to be displayed or stored outdoors.

(Ord. 2021-7. Passed 1-25-21.)

RESOLUTION NO. 2022 - 39

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORTH ROYALTON TO PROVIDE FOR PRISONER HOUSING SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Police Chief, the Director of Public Safety, and the Director of Law have reviewed and recommend that Council authorize an annual Agreement with the City of North Royalton to provide for prisoner housing and jail services to the City of Parma Heights, reserving space at a fixed annual fee.

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 to enter into an Agreement with the City of North Royalton in the form of Exhibit "A" attached hereto and incorporated herein as though fully rewritten.

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 meetings open to the public, in compliance with the law.

Section 3: This Resolution is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for further reason that this Agreement is necessary for the immediate housing of prisoners; wherefore, it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

ANNUAL LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES

This is a lease agreement between the City of North Royalton, Ohio, Lessor, hereinafter "Royalton", and the City of _____, Ohio, hereinafter Lessee, for the extension of jail housing and ancillary services on an annual basis.

Whereas: Royalton, as a political subdivision of the State of Ohio, owns and operates a "full-service jail" as defined by the state and is authorized to retain prisoners, male and female, for indefinite terms of incarceration; and

Whereas: Royalton offers to lease a limited number of jail cell beds on an exclusive basis to other governmental subdivisions and/or law enforcement agencies for fixed terms under specific conditions set forth below; and

Whereas: Lessee seeks to lease one jail cell bed on an exclusive basis for its own purposes.

Now therefore the parties agree as follows:

- 1) Royalton agrees to lease to Lessee and Lessee agrees to lease from Royalton one jail cell bed in the North Royalton Municipal Jail for Lessee's exclusive use at all times during the term of the lease;
- 2) The term of this lease shall be for one (1) year from January 1, 2023 at 12:00AM through December 31, 2023 at 11:59PM; any lease that commences after January 1 shall also terminate on December 31 but shall pay prorated rent based upon its commencement date.
- 3) This lease shall renew automatically from year to year unless terminated as provided hereafter;
- 4) In consideration for this lease Lessee shall pay to Royalton the annual RENTAL sum of Sixty-three Thousand Eight Hundred and Seventy-Five Dollars (\$63,875.00) PER BED, payable quarterly, in four equal installments in advance on the first day of each quarter of the year without demand or invoice;
- 5) Royalton reserves the right to select the specific cell bed(s) to be assigned for Lessee's use which may and will change from day to day as may be determined by Royalton to conform to the efficient operation of the jail within the sole discretion of Royalton; any part or portion of a day constitutes a full day for billing purposes;
- 6) Royalton will provide all standard jail housing services customarily afforded by municipal jails including regular meals, exercise, 24/7/365 oversight;
- 7) Royalton will provide Lessee's prisoners with limited medical services consistent with similar services to those which it provides to and for its own prisoners; all costs and fees attributable to such limited medical services provided to Lessee's prisoners shall be billed separately to Lessee, as incurred, which shall be reimbursed to Royalton within thirty (30) days of invoice;
- 8) For all emergency medical services and/or other medical services that exceed those commonly afforded by Royalton, Royalton will use the North Royalton Fire Department emergency medical services and the same for transport to medical facilities; all such services and transport and additional facility charges and fees shall be the sole responsibility of Lessee;
- 9) Lessee will be given reasonable notice, as soon as possible, of any circumstances requiring medical treatment described in paragraphs 7 and/or 8;
- 10) Royalton will provide all required booking and processing of prisoners in accord with the then current North Royalton Jail Policy Manual; Royalton will provide in-house video arraignment service to the Municipal Court subject to the technical limitations of the service and equipment and the availability of necessary staff support;

- 11) All prisoner transport that may be required for any reason (except as noted in paragraph 7 above) is the sole responsibility of Lessee;
- 12) Lessee shall, upon delivery of a prisoner, provide Royalton all necessary information to complete the forms for incarceration including all known medical conditions and/or concerns;
- 13) Royalton reserves the right to decline to accept any prisoner if in Royalton's sole discretion that individual is unable to be safely housed or if that individual presents a danger to himself/herself or others; for any prisoner determined by Royalton to need "administrative segregation" the daily rate will be double the standard rate under the terms of this agreement (\$350 per day for lessees with annual exclusive agreements or \$400 per day for lessees with non-exclusive per diem styled agreements);
- 14) Royalton agrees to offer Lessees with exclusive agreements a limited preferred priority for the housing of additional prisoners in excess of the one housed pursuant to the terms of this lease for such convenience as that may offer to Lessee at the then current daily rate for exclusive cell bed availability (\$175.00);
- 15) Royalton will conduct a review to determine the lease rate for the coming year and communicate that rate to the lessee on or about October 15th of each lease year in order to allow for Lessee to properly budget;
- 16) Either party may terminate this lease by sending written notice thereof to the other party on or before November 30th of the current lease year;
- 17) Royalton will make every reasonable effort to fulfill its commitments however, notwithstanding any other provision herein, Royalton reserves the right during any declared emergency or unforeseen calamity to temporarily suspend this lease in order to respond to the then-prevailing conditions;
- 18) Both parties shall maintain Comprehensive General Liability policies of insurance with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate that address coverage of risks arising from the performance of public safety activities herein and both parties shall obtain a specific Certificates of Insurance naming the other party as an Additional insured. Both parties shall also maintain Law Enforcement Liability policies with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate, and will provide Certificates of Insurance to the other party with evidence of such coverage. Each party is responsible for the submission of this Agreement to its own insurance carrier and for production of the Certificate of Insured as required herein to list and identify the other party. A copy of the two (2) Certificates shall be published and exchanged between the parties on an annual basis in conjunction with renewal of its comprehensive insurance coverage.
- 19) This agreement is distinct and separate from and in addition to any prior agreement for jail services on a non-exclusive basis.

 Mayor Larry Antoskiewicz, City of North Royalton

 Date

 _____ City of _____

 Date

Approved as to form: _____
 Thomas A. Kelly, Law Director
 City of North Royalton

Approved as to form: _____
 Law Director

RESOLUTION NO. 2022 - 40

A RESOLUTION AUTHORIZING THE MUNICIPAL ENGINEER TO PREPARE THE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights has been awarded the Ohio Department of Development Building Demolition and Site Revitalization Program Grant with the Cuyahoga County Land Reutilization Corporation for the Parma Heights Ice Rink Demolition Project, subject to program requirements for reimbursement of costs; and,

WHEREAS, to proceed on the Project, Council hereby authorizes the Municipal Engineer to prepare the plans, specifications, and cost estimates for this Project, and to file such specifications for bidding documents in the Office of the Clerk of this Council; and,

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

Section 1: This Council authorizes and directs the Municipal Engineer to prepare the plans, specifications, and cost estimates for the Parma Heights Ice Rink Demolition Project.

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 meetings open to the public, in compliance with the law.

Section 3: This Council declares this Resolution 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 said Resolution is necessary so that such plans, specifications, and estimate of cost may be prepared and filed with this Council to commence the necessary bidding proceedings to satisfy grant program requirements and deadlines; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

RESOLUTION NO. 2022 - 41

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AGREEMENT WITH CUYAHOGA COUNTY TO ACCEPT AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR THE GREENBRIER COMMONS FACILITY RENOVATIONS PROJECT, AND FURTHER AUTHORIZING THE EXPENDITURE OF THOSE FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, Cuyahoga County, through the American Rescue Plan Act (ARPA), allocated funds to help bolster the creative economy in Cuyahoga County, by and through the administration of grant funding to the City of Parma Heights.

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 execute an agreement with Cuyahoga County for the Greenbrier Commons Facility Renovations Project, in the form attached hereto as "Exhibit A" and made a part hereof by reference, as if fully rewritten, and to provide all information and documentation required to become eligible for funding assistance.

Section 2: That the Administration is hereby authorized and directed to expend funds required to satisfactorily complete the proposed project as outlined in the agreement, including the awarded amount of \$100,000.00.

Section 3: This Council finds and determines that all formal action 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 meetings open to the public, in compliance with the law.

Section 4: The Clerk of Council is hereby directed to certify a signed copy of this Resolution and to deliver same to Cuyahoga County.

Section 5: 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 execute the agreement between the City of Parma Heights and Cuyahoga County to accept the ARPA funding in a timely manner; 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

EXHIBIT A

PROJECT AWARD AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND CUYAHOGA COUNTY

THIS PROJECT AWARD AGREEMENT ("Agreement") is made and entered into as of the date signed by the Cuyahoga County Executive ("Effective Date") by and between the County of Cuyahoga County, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County") and the City of Parma Heights, ("Recipient"), a body corporate and politic and a political subdivision of the State of Ohio, having a principal place of business at 6281 Pearl Road, Parma Heights, Ohio 44130.

RECITALS

WHEREAS, Recipient has requested funding from the County for the Greenbrier Commons Facility Renovations project in the City of Parma Heights, Ohio ("Project"); and

WHEREAS, pursuant to County Council Approval, the County will award an amount not to exceed \$100,000.00 (the "Award") to Recipient to support the Project, as more fully described in Exhibit 1;

WHEREAS, the County and Recipient desire to enter into this Agreement to govern their respective obligations with respect to the Award for the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. ACCURACY OF RECITALS; DEFINED TERMS

The Parties acknowledge the accuracy of the above Recitals, which are incorporated into and made a part of this Agreement.

2. CONFIRMATION OF AWARD

Recipient has requested, and the County has awarded Recipient, an award in an amount not to exceed \$100,000.00 to be disbursed to Recipient in one disbursement. If the Project has more than one funding source, the Award shall be disbursed to Recipient upon the receipt by Recipient of all other funding sources.

3. CONDITIONS

The obligations of the County under this Agreement are subject to the satisfaction of the following condition, which condition may only be waived by the County (in the County's sole discretion and in writing), for whose sole benefit such conditions exist:

- A) Recipient agrees its Award shall not be used to pay for costs outside of those listed on Exhibit 1.

4. REPORTING REQUIREMENTS

Recipient shall provide annual reports to the County of the status of the Project and provide detailed documentation of all expenditures made from the Award as of the date of the submission of the annual report. The report shall be due one year from the date of the disbursement of funds from the County to the Recipient or upon completion of the Project whichever is earlier.

The County reserves the right to request additional reports pertaining to the Project. It is the responsibility of Recipient to furnish the County with reports as requested.

Failure to provide reports, maintain documentation, and/or provide any additional reporting requested by the County may result in the declaration of an Event of Default as outlined in Section 8 of this Agreement.

5. INDEMNIFICATION

The Parties acknowledge that as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. The Parties agree that no provision of this Agreement may be interpreted to obligate the County to indemnify or defend another party.

6. PUBLIC RECORDS; CONFIDENTIALITY

The Parties acknowledge that the County is a political subdivision of the State of Ohio and as such is subject to the Ohio Revised Code and other laws related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and Recipient and any and all documents in any format or media.

7. REPRESENTATIONS

Recipient represents and warrants:

- A. It has full power and authority to execute, deliver, and perform this Agreement and its obligations; and
- B. The execution, delivery, and performance by Recipient under this Agreement does not, and will not, violate any provision of law or any court order applicable to Recipient, and does not, and will not, conflict with or result in a default, under any agreement or instrument to

which Recipient is a party or by which it or any of its property or assets is or may be bound;
and

- C. This Agreement has by proper action been duly authorized, executed, and delivered and constitutes the legal, valid, and binding obligations of Recipient.

8. DEFAULT

If Recipient breaches any of its representations under this Agreement or fails to perform any of its obligations or is in default under any other condition of this Agreement for a period of thirty (30) days after date of the County's written notice thereof to Recipient ("Event of Default"), the County may, at its sole option, terminate this Agreement and will be under no further obligation to disburse any Award funds remaining under this Agreement. In addition, the County reserves the right, upon an Event of Default, to seek recovery of any Award funds previously disbursed.

9. TERM OF AGREEMENT

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until the Project is completed, subject to the terms of this Agreement, unless extended by written agreement of the Parties.

If at the end of the term the Recipient has not spent all of the Award on the Project, the Recipient shall return the remaining funds to the County.

10. MISCELLANEOUS

- A. This Agreement, with its exhibits, contains the Parties' entire agreement with respect to the subject matter herein. This Agreement may not be modified except by written instrument signed by both Parties and referring to the specific provisions to be modified.
- B. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law. Recipient and the County agree that state and federal courts in Cuyahoga County, Ohio will have exclusive jurisdiction over any claim arising out of this Agreement and Recipient and the County consent to the exclusive jurisdiction of such courts. Recipient agrees not to challenge this provision and agrees not to attempt to file, or remove, any legal action related to this Agreement or any alleged breach of this Agreement outside of Cuyahoga County for any reason.
- C. All County contracts, including this Agreement, are subject to all applicable laws adopted in the Cuyahoga County Code, including, but not limited to, Title IV (Ethics) and Title V (Contracts and Purchasing). The Cuyahoga County Code and enacted County ordinances are available at <http://code.cuyahogacounty.us>.
- D. If any part of the Award is used for construction-related labor, Recipient agrees that wages paid to laborers and mechanics employed on the Project under contracts or subcontracts shall be paid at not less than the prevailing rates of wages for laborers and mechanics for the applicable class of work called for by the Project, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, or the Davis-Bacon Act, and shall cause such wages to be paid in accordance therewith, and Recipient

shall require compliance by all contractors and subcontractors of all applicable requirements of Sections 4115.03 through 4115.16, Ohio Revised Code, or the Davis-Bacon Act, including, without limitation, (i) obtaining from the Ohio Department of Industrial Relations, or its federal equivalent, a determination of the prevailing rates of wages to be paid for all classes of work called for by the Project, (ii) obtaining the designation of a Prevailing Wage Coordinator for the Project pursuant to Section 4115.071, Ohio Revised Code, or the Davis-Bacon Act and (iii) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code, or the Davis-Bacon Act

- E. Recipient's employees may not acquire any personal interest that conflicts with Recipient's responsibilities under this Agreement. Additionally, Recipient will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under Recipient's control, if such an interest would conflict with that official's or employee's duties. Recipient will disclose to the County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. Recipient will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.
- F. All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

County's address for notification is:

Cuyahoga County Office of the Council
2079 East 9th Street
Cleveland, Ohio 44115
Attention: Cynthia Mason, Research and Policy Analyst

With a copy to:

Cuyahoga County Department of Law
2079 East 9th Street
Cleveland, Ohio 44115
Attention: Director of Law

Recipient's address for notification is:

City of Parma Heights

6281 Pearl Road
Parma Heights, Ohio 44130
Attention: Joseph E. Sebes

- G. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.
- H. The failure of either Party to require performance by the other party of any provision of this Agreement or any exhibit shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.
- I. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- J. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.
- K. Recipient may not assign this Agreement without the prior written consent of the County.
- L. Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement is valid unless in writing and signed by both of the Parties.
- M. Each of the Parties will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.
- N. Each of the Parties shall comply with all applicable state and federal laws regarding keeping a drug-free workplace.
- O. Recipient agrees to make all pertinent books and records and other documents pertaining to its obligations under this Agreement available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Agreement and for a period of two (2) years from the completion date of the Project or final payment under this Agreement, whichever is later.
- P. Recipient agrees to cooperate with the Cuyahoga County Agency of Inspector General or the Department of Internal Audit if it is determined there should be an investigation or audit.
- Q. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

11. NON-DISCRIMINATION

Recipient agrees to provide the services hereunder without discrimination on account of gender, race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of

Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated to the extent binding upon Recipient.

12. ELECTRONIC SIGNATURE POLICY

Recipient, its officers, employees, subcontractors, agents, or assigns, agree that this transaction may be conducted by electronic means and agree that all documents requiring the County's signatures and Recipient's signatures, including this Agreement, may be executed by electronic means, and that the electronic signature affixed by either Party to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Recipient also agrees on behalf of the aforementioned entities and persons, to be bounded by the provisions of Chapter 304 and 1306 of the Ohio Revised Code.

IN WITNESS WHEREOF, this Agreement has been duly signed and delivered by the undersigned as of the day and year first above written.

City of Parma Heights, Ohio

COUNTY OF CUYAHOGA, OHIO

By: _____

By: _____

Its: _____

Armond Budish, County Executive
or designee pursuant to Executive Orders
No. EO2018-0002 dated October 31, 2018
or No. EO2018-0001 dated February 26, 2018

The legal form and correctness
of this Contract is hereby approved:
Law Department
County of Cuyahoga, Ohio

Gregory G. Huth, Director of Law

By: _____
Assistant Director of Law

Electronic Signature:

EXHIBIT 1

(Recipient's application submitted to the County requesting ARPA funding for the Project)