



City of Parma Heights
Council Meeting
6281 Pearl Road
Monday, November 28, 2022
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES:

- November 14, 2022 – Parma Heights City Council Meeting
- November 21, 2022 – Parma Heights Special City Council Meeting

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS:

- None at this time

LEGISLATION

Third 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.**
2. **2022 – 37 AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH AMERICAN LEGAL PUBLISHING TO PROVIDE FOR CODIFICATION SERVICES**
3. **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**
4. **2022 – 40 AN ORDINANCE AMENDING SECTION ONE, RULE SEVEN OF THE RULES OF ORDER GOVERNING THE COUNCIL OF THE CITY OF PARMA HEIGHTS**
5. **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**

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 - 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: annually six months quarterly as ordinances pass

Folio/Internet Updates: annually 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 - 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
1,000,0001 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

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