



City of Parma Heights  
Council Meeting  
6281 Pearl Road  
Tuesday, October 10, 2023  
7 :00 PM

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ACTION ON MINUTES:**

- **SEPTEMBER 25, 2023 – CITY COUNCIL MEETING**

**REPORTS FROM MAYOR AND DIRECTORS**

**COMMUNICATIONS:**

- **ESPOSITO ORGANIZATION LLC, 6384 PEARL RD & PATIOS, PARMA HEIGHTS, OH 44130**

**PUBLIC SESSION**

**LEGISLATION**

Third Reading

**1. ORDINANCE NO. 2023 – 53**

**AN ORDINANCE ESTABLISHING AND ENACTING SECTION 105.08 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “BID EVALUATION FACTORS”, TO PROVIDE FOR A NEW SECTION OF THE ADMINISTRATIVE CODE**

Second Reading

**2. ORDINANCE NO. 2023 – 58**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH THE GENERAL HEALTH DISTRICT OF CUYAHOGA COUNTY, OHIO, TO PROVIDE HEALTH SERVICES FOR THE CITY OF PARMA HEIGHTS**

**3. ORDINANCE NO. 2023 – 62**

**AN ORDINANCE AMENDING SECTION 153.01 ENTITLED “PERSONNEL” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED**

**4. ORDINANCE NO. 2023 – 63**

**AN ORDINANCE AMENDING SECTION 153.02 ENTITLED “FIRE CHIEF; ASSISTANT CHIEF” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY**

**ADJOURNMENT**

**NOTICE TO LEGISLATIVE  
AUTHORITY**

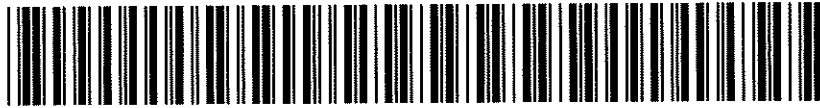
**OHIO DIVISION OF LIQUOR CONTROL**  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

8220054		TRFO		SKY LOUNGE PEARL ROAD LLC	
PERMIT NUMBER		TYPE		6384 PEARL RD & PATIOS	
10	01	2022		PARMA HGTS OH 44130	
ISSUE DATE					
09	11	2023			
FILING DATE					
D5		D6			
PERMIT CLASSES					
18	473	C	F30115		
TAX DISTRICT		RECEIPT NO.			

FROM 09/26/2023

25529850005				ESPOSITO ORGANIZATION LLC	
PERMIT NUMBER		TYPE		6384 PEARL RD & PATIOS	
10	01	2022		PARMA HEIGHTS OH 44130	
ISSUE DATE					
09	11	2023			
FILING DATE					
D5		D6			
PERMIT CLASSES					
18	473				
TAX DISTRICT		RECEIPT NO.			



MAILED 09/26/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN.

10/27/2023

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

**C TRFO 8220054**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF PARMA HGTS CITY COUNCIL  
6281 PEARL RD  
PARMA HEIGHTS OHIO 44130**

**ORDINANCE NO. 2023 – 53**

**AN ORDINANCE ESTABLISHING AND ENACTING SECTION 105.08 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “BID EVALUATION FACTORS”, TO PROVIDE FOR A NEW SECTION OF THE ADMINISTRATIVE CODE**

**WHEREAS**, the City of Parma Heights Charter enables the City to award contracts by competitive bidding, as determined by Council; and

**WHEREAS**, the City has determined that the “lowest and best” bidder may be identified by the use of several factors in addition to the dollar amount of the bid; and

**WHEREAS**, it is the desire of this Council, based on the recommendation of the Administration, to establish and adopt Section 105.08, “Bid Evaluation Factors”, in order to evaluate and select the lowest and best bidder, in the discretion of the City, for the award of contracts through competitive bidding.

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

Section 1: That this Council does hereby establish and enact Section 105.08, entitled, “Bid Evaluation Factors” of the Administrative Code, which reads in its entirety as set forth in Exhibit “A” and which is attached to this Ordinance and incorporated by reference as if fully rewritten herein.

Section 2: All Ordinances and Resolutions or parts thereof which are in conflict or inconsistent with any provision of the new Section adopted in Section 1 of this Ordinance are hereby repealed as of the effective date of this 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 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: \_\_\_\_\_

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO

# **EXHIBIT A**

## 105.08 BID EVALUATION FACTORS

- (a) The following factors are significant in determining whether a bid is the lowest and best bid and may be considered and applied by city officials, in their discretion, when determining the lowest and best bid for supplies, commodities, materials, equipment, furnishings or construction, renovation, maintenance, repair, businesses or general services.
- (1) The bidder's familiarity with the project.
  - (2) Adequacy of the equipment for the project.
  - (3) The bidder's record on similar projects.
  - (4) The bidder's experience in the relevant field in the preceding twelve months, including the original contract price for each job undertaken and the cost of any change order and overruns.
  - (5) The bidder's compliance with deadlines.
  - (6) The bidder's prior performance on any project taken for the City of Parma Heights.
  - (7) The bidder's financial solvency.
  - (8) Whether the bidder has ever sued or been sued by a public entity over a public project.
  - (9) The bidder's bonding record.
  - (10) The bidder's compliance record with, and maintenance of, unemployment and workers' compensation laws for all employees.
  - (11) The bidder's compliance record with, and maintenance of, federal and state wage laws for all employees.
  - (12) The bidder's compliance record with, and maintenance of, the Fair Labor Standards Act for all employees.
  - (13) The bidder's compliance record with, and maintenance of, Occupational Safety and Health Administration regulations for all employees.
  - (14) The experience, training, and skill of the bidder's workforce in writing.
  - (15) The number of years the bidder has been in the relevant businesses.
  - (16) The continuity of the bidder's workforce.
  - (17) The bidder's past compliance with employee drug testing.
  - (18) Past compliance with local and state income tax laws.
  - (19) The bidder's participation in a state accredited apprenticeship program when it is required by Ohio prevailing wage law.
  - (20) Any other factor determined to be relevant.
- (b) Bid specifications may contain provisions conforming to subsection (a) of this section. Evidence of the factors a bidder wishes to be considered is the responsibility of the bidder.
- (c) City Officials may reject any or all bids, or parts of bids, for any reason if acceptance is not in the best interest of the City.

**ORDINANCE NO. 2023 - 58**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH THE GENERAL HEALTH DISTRICT OF CUYAHOGA COUNTY, OHIO, TO PROVIDE HEALTH SERVICES FOR THE CITY OF PARMA HEIGHTS**

**WHEREAS**, the City of Parma Heights as a duly organized and existing City is required to furnish certain health services for its inhabitants; and

**WHEREAS**, said health services can be more properly furnished in conjunction with other municipalities under the auspices of the General Health District of Cuyahoga County, Ohio.

**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 of the City of Parma Heights is authorized and directed to execute on behalf of the Municipality an agreement with the General Health District of Cuyahoga County for the period beginning January 1, 2024 and ending December 31, 2025 in accordance with Exhibit "A", attached hereto and made a part hereof by reference as if fully rewritten.

Section 2. This Council finds and determines that all formal action 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

## **PUBLIC HEALTH SERVICES AGREEMENT** (City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1<sup>st</sup> day of January, 2024** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Parma Heights**, a political subdivision, with its principal office located at 6281 Pearl Rd, Parma Heights, Ohio 44130 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 30, 2023 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for the City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

- 1. EFFECTIVE DATE, TERM AND TERMINATION.**
  - (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2025**, unless earlier terminated pursuant to Section 1(b).
  - (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
    - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

## 2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

## 3. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September 2021, is 20,863 residents. The current per capita rate established by the Board is \$7.25 per capita for calendar year 2024 and \$8.00 per capita for calendar year 2025. The total amount due based on the per capita rate will be One Hundred Fifty One Thousand Two Hundred Fifty Seven Dollars and No Cents (\$151,257.00) for calendar year 2024 and be One Hundred Sixty Six Thousand Nine Hundred Four Dollars and No Cents (\$166,904.00) for calendar year 2025. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of One Hundred Fifty One Thousand Two Hundred Fifty Seven Dollars and No Cents (**\$151,257.00**) for calendar year 2024 and the total annual sum of One Hundred Sixty Six Thousand Nine Hundred Four Dollars and No Cents (**\$166,904.00**) for calendar year 2025. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Seventy Five Thousand Six Hundred Twenty Eight Dollars and Fifty Cents (**\$75,628.50**) from the regular property tax settlement to be made for said City for calendar year 2024 and Eighty Three Thousand Four Hundred Fifty Two Dollars and No Cents (**\$83,452.00**) from the regular property tax settlement to be made for said City for calendar year 2025.

#### **4. RECORDS.**

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

#### **5. REPORTS.**

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

#### **6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.**

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

#### **7. INDEPENDENT AGREEMENTOR.**

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

#### **8. NOTICES.**

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

**TO THE BOARD:**

Cuyahoga County Board of Health  
Attention: Roderick Harris, Health Commissioner  
5550 Venture Drive  
Parma, Ohio 44130



**TO THE CITY:**

City of Parma Heights  
Attention: Mayor Marie Gallo  
6281 Pearl Rd  
Parma Heights, Ohio 44130

And

City of Parma Heights  
Attention: Director of Law  
6281 Pearl Rd  
Parma Heights, Ohio 44130

**9. EFFECT OF ELECTRONIC SIGNATURE**

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

**10. APPLICABLE LAW AND VENUE**

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

**11. SEVERABILITY.**

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

**12. AMENDMENT**

This Agreement shall not be modified except by the express written consent by both parties hereto.

**13. WAIVER.**

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

**14. FORCE MAJEURE.**

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

**15. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**16. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

**FOR THE BOARD:**

\_\_\_\_\_  
Mayor David Smith, President District  
Advisory Council

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

Approved as to form.  
Cuyahoga County Board of Health  
Office of General Counsel

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

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

**FOR THE CITY:**

\_\_\_\_\_  
Mayor Marie Gallo

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

Approved as to form.

By: \_\_\_\_\_  
Director of Law

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

**EXHIBIT A**

**SCOPE OF WORK**

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the City of «CITY» for the calendar years 2024 and 2025 as set forth below (“Services”).

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County (“Board”) to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code (“ORC”), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

**List of Functions, Programs and Services**

<b>Animal Control and Shelter:</b>
Rabies Surveillance – Animal bite follow up
<b>Environmental Health - State Programs:</b>
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
<b>Emergency Preparedness:</b>
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
<b>Epidemiology, Surveillance, Investigation Services:</b>
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
Nursing Services:
<b>Health Promotion:</b>
First Aid/Communicable disease classes – fee for service
Cleveland Safe Kids Coalition - participation
<b>Immunization Program:</b>
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
<b>Jail Inmate Health Services:</b>
Jail Inspection - provided once annually
<b>Lead Poisoning Prevention:</b>
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
<b>Occupational Health:</b>
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
<b>Administrative Services:</b>
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

**The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.**

**THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.**

**ORDINANCE NO. 2023 - 62**

**AN ORDINANCE AMENDING SECTION 153.01 ENTITLED “PERSONNEL” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED**

**WHEREAS**, the Administration is recommending that Section 153.01 of the Parma Heights Codified Ordinances be amended; and

**WHEREAS**, this Council desires to adopt the recommendation of the Administration.

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

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

Section 3: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of the Municipality, and for the further reason that it is necessary to allow for appropriate staffing of safety services without interruption; 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

## **EXHIBIT A, as amended**

### 153.01 PERSONNEL.

(a) The Fire Department shall be composed of the following regular members: one Chief, one Assistant Chief, ~~six~~ up to seven Lieutenants, ~~and~~ twenty-one Firefighters, and any interim or temporary appointments acting in the positions described above. There may also be volunteer firefighters in a number not to exceed twenty-five as may be from time to time duly designated and appointed by the Mayor.

(b) When a circumstance of unavailability or ~~permanent~~ vacancy occurs in the office of Chief, Assistant Chief, or Lieutenant, the Mayor may appoint from the regular members an Acting Chief, Assistant Chief, or Lieutenant, pending promotional exams, and may also appoint a Firefighter in accordance with the provisions of the City Charter, and the rules and regulations of the Civil Service Commission ~~of the City and the Ohio Revised Code.~~

(Ord. 1999-6. Passed 2-22-99; Ord. 2001-17. Passed 6-11-01; Ord. 2005-35. Passed 11-28-05; Ord. 2013-7. Passed 2-25-13.)

**ORDINANCE NO. 2023 - 63**

**AN ORDINANCE AMENDING SECTION 153.02 ENTITLED “FIRE CHIEF;  
ASSISTANT CHIEF” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the Administration is recommending that Section 153.02 of the Parma Heights Codified Ordinances be amended; and

**WHEREAS**, this Council desires to adopt the recommendation of the Administration.

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

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

Section 3: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of the Municipality, and for the further reason that it is necessary to allow for appropriate staffing of safety services without interruption; 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

# **EXHIBIT A**

## 153.02 FIRE CHIEF; ASSISTANT CHIEF.

(a) The Fire Chief shall, under the direction of the Mayor, be the executive head of the Department of Fire. In his absence from duty or incapacity the chief, or in his absence the Mayor, shall have the authority to designate any full-time officer from the rank of Lieutenant or above in the Fire Department to serve as the acting Chief.

(Ord. 2012-35. Passed 8-6-12.)

(b) The Fire Chief shall be responsible for the prevention and control of the hazards of fire and the care and maintenance of all fire equipment and the buildings in which such equipment is housed. He shall also supervise and direct the hours of work and the duties of all firemen. Members of the Department of Fire shall have all the powers and duties conferred by law upon firemen in a city under the Ohio Revised Code and such other powers, not inconsistent with the nature of their offices, as are conferred by ordinance of this Municipality from time to time.

(Ord. 1956-70. Passed 9-24-56.)

(c) The Fire Chief shall be entitled to the following employee benefits: uniform allowances, medical and life insurance coverage, vacations, holidays, longevity compensation, sick leave, emergency responder pay and college education pay as described in the employment contract entered into by the City and Local 1690 of the International Firefighters Association.

The Assistant Fire Chief shall receive the same fringe benefits, effective upon the same dates and in the same amounts, as provided to the position of Assistant Chief of Police (See Section 151.04(b)).

(Ord. 1994-48. Passed 10-11-94; Ord. 2000-16. Passed 4-10-00.)

(d) Effective January 1, 1985, when any vacancy in the office of Fire Chief occurs due to retirement, death, ~~or~~ termination, or any other circumstances provided in the Civil Service Rules, and a member of the Department is assigned the duty of "Acting Chief" on a temporary or interim basis, such member ~~shall~~ may be paid at the Chief's normal rate of pay for such duty during the interim time period until a new Chief is appointed.

(Ord. 1985-12. Passed 5-13-85.)

(e) Each non-aligned regular member of the Fire Department holding the position of Fire Chief or Assistant Fire Chief shall be entitled to emergency responder allowance in addition to his or her regular compensation. Such allowance shall be paid as follows: 6% of the base annual salary, payable in two equal installments, on the pay days closest to May 1 and November 1 of each calendar year. When an employee leaves the Department through retirement, resignation or termination, the emergency responder allowance shall be pro-



rated and the amount paid but unearned shall be deducted from the employee's final paycheck.

(Ord. 2000-16. Passed 4-10-00; Ord. 2000-53. Passed 11-27-00; Ord. 2006-10. Passed 3-30-06.)