



# City of Parma Heights

## Council Meeting

6281 Pearl Road

Monday, February 12, 2024

7 :00 PM

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### ACTION ON MINUTES: JANUARY 22, 2024 – CITY COUNCIL MEETING

### REPORTS FROM MAYOR AND DIRECTORS

### COMMUNICATIONS: NONE AT THIS TIME

### PUBLIC SESSION

### LEGISLATION

#### First Reading

#### 1. RESOLUTION 2024 – 6

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH BROWNING – FERRIS INDUSTRIES OF OHIO, INC., FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES, AND DECLARING AN EMERGENCY**

#### 2. RESOLUTION NO. 2024 - 7

**A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH GARLAND/DBS, INC. THROUGH EQUALIS GROUP FOR REPAIRS TO THE PARMA HEIGHTS SERVICE GARAGE ROOF, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THOSE REPAIRS, AND DECLARING AN EMERGENCY**

#### 3. ORDINANCE NO. 2024 - 8

**AN ORDINANCE REPEALING ORDINANCE NO. 2023 – 59, ESTABLISHING COMPENSATION PAID TO VARIOUS EMPLOYEES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY**

#### 4. ORDINANCE NO. 2024 - 9

**AN ORDINANCE AMENDING SECTION 121.07 ENTITLED “RULES OF ORDER” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY**

### MISCELLANEOUS BUSINESS:

- **ADJOURN TO EXECUTIVE SESSION TO DISCUSS CERTAIN PERSONNEL MATTERS TO CONSIDER THE APPOINTMENT, EMPLOYMENT, PROMOTION, AND/OR COMPENSATION OF PUBLIC EMPLOYEES.**

### ADJOURNMENT

**RESOLUTION 2024 – 6**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH BROWNING – FERRIS INDUSTRIES OF OHIO, INC., FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES, AND DECLARING AN EMERGENCY**

**WHEREAS**, Resolution 2021 – 25, passed on October 25, 2021, authorized the Mayor to enter into a contract with Browning-Ferris Industries of Ohio, Inc. for residential waste collection and recycling services; and

**WHEREAS**, this Council recommends that the Administration sign the amendment to the contract with Browning – Ferris Industries of Ohio, Inc., in the form attached hereto as “Exhibit A”, to provide for necessary contract modifications.

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

Section 1. The Administration is hereby authorized to execute an amendment to the contract with Browning – Ferris Industries of Ohio, Inc., in the form attached hereto as “Exhibit A” 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 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 the 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 it is necessary to execute said amendment to the current contract to provide for imminent and necessary contract modifications to the current residential waste collection and recycling services in the City of Parma Heights; 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

## AMENDMENT

THIS First Amendment (“Amendment”) is hereby made to that *Agreement for Residential Solid Waste Collection, Disposal and Recycling Services* between Browning Ferris Industries of Ohio, Inc dba Republic Services of Elyria (“contractor”) and the City of Parma Heights, Cuyahoga County, Ohio (hereinafter called “City” effective on or about January 1, 2022 including but not limited to the *Invitation to Bid* between the parties and all exhibits, modifications and amendments hereto (collectively, the “Agreement”). This Amendment shall be effective as of the last date signed below (“Amendment Effective Date”).

### WITNESSETH:

**WHEREAS** Contractor and City entered into the Agreement to provide services for the collection and disposal of residential solid waste and collection and recyclable materials; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth below, Contractor and City hereby agree to amend the Agreement as follows:

Effective as of February 21, 2024, the changes below will be made to bulk collection and yard waste services set forth in the Agreement:

1. Monthly bulk collection will shall increase to weekly bulk collection.
2. Weekly bulk collections will be limited to six (6) bulk items each week.
3. Yard waste collection will be increased to year-round collections with yard waste being disposed of with solid waste collections at the Lorain County Landfill.
4. Yard waste may now be placed in clear plastic trash bags or loose in a trash container marked “YARD WASTE” and will not exceed 32 gallons and 35 pounds. Small branches must be cut and bundled not to exceed four (4) feet in length and no heavier than 35 pounds; and
5. Authority. Each individual signing this Amendment expressly represents and warrants that he/she has the right, legal capacity, and full authority to execute the Amendment.
6. Ratification. Except as specifically provided by this Amendment, each and every provision of the Contract, as amended through the Amendment Effective Date hereof, remains, and is, in all respects, in full force and effect.
7. Miscellaneous. (i) The provisions of this Amendment are binding upon and inure to the benefit of the parties and their respective successors and assigns; and (ii) this Amendment and the Agreement constitute the entire understanding between the parties in respect to the subject matter hereof.

8. Counterparts. This Amendment may be executed in one or more counterparts; each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties hereto, each acting under the due and proper authority have executed this Amendment as of the date written above.

IN WITNESS WHEREOF, the duly authorized representatives of the Contractor and City have executed this Amendment on the \_\_\_\_\_ th day of \_\_\_\_\_ 2024.

**CONTRACTOR:**

Browning Ferris Industries of Ohio, Inc

Dbas Republic Services of Elyria

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

Name: Chase Ritenauer

Title: General Manager

**CITY:**

City of Parma Heights, Ohio

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

Name: \_\_\_\_\_

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

**RESOLUTION NO. 2024 - 7**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH GARLAND/DBS, INC. THROUGH EQUALIS GROUP FOR REPAIRS TO THE PARMA HEIGHTS SERVICE GARAGE ROOF, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THOSE REPAIRS, AND DECLARING AN EMERGENCY**

**WHEREAS**, on July 15, 2014, the City of Parma Heights became a member of the Sourcing Alliance [now known as Equalis Group], a purchasing cooperative; and

**WHEREAS**, Garland/DBS, Inc. is listed as a cooperative purchasing contractor with Equalis Group, a vendor of Roofing Products, Systems and Services; and

**WHEREAS**, Garland/DBS, Inc. received three (3) informal bids to perform the work as may be described in the specifications; and

**WHEREAS**, Garland/DBS, Inc. submitted a roofing material and services proposal on September 5, 2023, listed as Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten; and

**WHEREAS**, Garland/DBS, Inc. submitted a purchase order regarding AW Farrell & Son, Inc. on February 8, 2024, listed as Exhibit “B”, attached hereto, and made a part hereof as though fully rewritten; and

**WHEREAS**, Council may authorize the Agreement through the City’s membership in the Sourcing Alliance [now known as Equalis Group], a purchasing cooperative, pursuant to Article V Sections 1 and 6 of the Charter, and Ohio Revised Code Section 9.48 without a competitive bidding process, and also because the need to complete this project in the immediate future, if possible, creates a real and present emergency.

**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 hereby authorized and directed to contract with Garland/DBS, Inc. through Equalis Group for repairs to the Parma Heights service garage roof, pursuant to the forms identified as Exhibit “A” and Exhibit “B” attached hereto, and made a part hereof as though fully rewritten.

Section 2: The Administration is hereby authorized and directed to expend funds in the amount of \$514,932.00, subject to incidental change orders, for repairs to the Parma Heights service garage roof, pursuant to the forms identified as Exhibit “A” and Exhibit “B” attached hereto, and made a part hereof as though fully rewritten.

Section 3: The Administration is hereby authorized and directed to execute all necessary agreements and to take any further actions necessary to contract for the needed repairs identified

in Exhibit "A" and Exhibit "B" attached hereto, and made a part hereof as though fully rewritten.

Section 4: 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 5: 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 it is necessary to make immediate repairs to the Parma Heights service garage as soon as possible, creating a real and present emergency; wherefore, this Resolution 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



Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



## ROOFING MATERIAL AND SERVICES PROPOSAL

City of Parma Heights  
Service Garage  
Parma Heights, OH 44130

Date Submitted: 09/05/2023  
Proposal #: 91-OH-230087  
RFP # COG-2133

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Cooperative Purchasing Agreement with Cooperative Council of Governments and Equalis Group.

### **Scope of Work: Section C & D**

1. Mechanically fasten 1/2" Dens Deck through existing roof system.
2. Install specified base and cap sheet.
3. Keep metal coping in place and install slip metal around perimeter.
4. All units specified at the pre-bid meeting are to be raised.
5. Skylights are to be removed, flashed, double sided butyl tape to be installed around curb to allow for a nice compression seal for skylights.

### **Section C:**

**Proposal Price Based Upon Market Experience: \$ 115,662**

### **Garland/DBS Price Based Upon Local Market Competition (Section C):**

AW Farrell & Son	\$ 115,662
Building Technicians Corp	\$ 126,193
Warren Roofing	\$ 161,666

### **Section D:**

**Proposal Price Based Upon Market Experience: \$ 399,270**

### **Garland/DBS Price Based Upon Local Market Competition (Section D):**

AW Farrell & Son	\$ 399,270
Building Technicians Corp	\$ 461,548
Warren Roofing	\$ 535,877

**Garland/DBS Price Based Upon Local Market Competition (Section C and D Combined):**

<b>AW Farrell &amp; Son</b>	<b>\$ 514,932</b>
<b>Building Technicians Corp</b>	<b>\$ 587,741</b>
<b>Warren Roofing</b>	<b>\$ 697,543</b>

**Unforeseen Site Conditions AW Farrell & Son):**

Treated Lumber (1x4)	\$ 2.28	per Ln. Ft.
Treated Lumber (1x6)	\$ 3.42	per Ln. Ft.
Treated Lumber (1x8)	\$ 4.56	per Ln. Ft.
Treated Lumber (2x4)	\$ 2.85	per Ln. Ft.
Treated Lumber (2x6)	\$ 3.99	per Ln. Ft.
Treated Lumber (2x8)	\$ 5.13	per Ln. Ft.
Concrete Decking Replacement	\$ 22.80	per Sq. Ft.
Metal Decking Replacement	\$ 17.10	per Sq. Ft.
Additional New Drain Hercules Drain Inserts	\$ 684.00	Each
Drain Installation	\$ 2,280.00	Each
Coping Cap Section C	\$ 4,902.00	Total Cost
Coping Cap Section D	\$ 7,068.00	Total Cost
New Roof Hatch	\$ 912.00	Each

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.



Respectfully Submitted,

*Matt Egan*

Matt Egan  
Garland/DBS, Inc.  
(216) 430-3662

# EXHIBIT B



Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



## PURCHASE ORDER

**Purchase Order No:** 91-OH-23087A(T)

**Date Issued:** 2/8/2024

**Issued To:**

**Contact:**

A W Farrell & Son Inc.  
13200 Broadway Ave  
Garfield Hts, OH 44125

David Meyer  
440-498-3800  
[david.meyer@awfarrell.com](mailto:david.meyer@awfarrell.com)

1. This Purchase Order is being issued as a Sub-project to the terms and conditions of the Continuing Services Agreement **CSA #)** **In the event of conflicts or inconsistencies between this Purchase Order and the CSA, the terms of the CSA shall control.**
2. Provide the supervision, labor, all materials, tools, and equipment necessary to complete the **City of Parma Heights Service Garage Roofing Project (Sections C and D) located in Parma Heights, Ohio and referred to as Garland/DBS, Inc. Project# 91-OH-23087A.**
  - a. DBS will order Garland material for the project. Reference Garland/DBS, Inc. Purchase Order Number: **91-OH-23087A.**

Garland/DBS, Inc. will purchase the Garland Material ordered by the contractor and pay for the Freight for the project based on the Garland material list provided at bid time. The cost of Garland Materials including freight for the project which Garland/DBS, Inc. will purchase is not included in this Purchase Order is:

    - i. The cost for Garland materials shall not exceed: **\$250,900.00**
    - b. Any additional Garland Materials, Freight, and/or Other Manufacturer's materials necessary to complete the project will be the Subcontractor's responsibility to purchase.
3. Field work to start within (3) business days after receipt of authorization from the Garland/DBS, Inc. Project Manager. **The project must be completed on or before date agreed upon at preconstruction meeting.** All work shall be completed per the Garland Representative direction in coordination with the client.
4. Provide the following prior to the start of work:
  - a. Current Contractor's License
  - b. W-9 Form & Certificate of Insurance(s)
    - i. **\$10m insurance required for torch work**



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- c. Project Contact Person with Contact Information
  - d. Emergency Contact Information
  - e. Site Specific Safety Plan & Complete Safety Program
  - f. Construction Schedule (preferred in Microsoft Project)
  - g. Schedule of Values
  - h. Submittal Log and Submittals
  - i. Listing of Subcontractors & Materials Suppliers
  - j. Permits
5. Provide a Certificate-of-Insurance naming **City of Parma Heights** and Garland/DBS, Inc. as additionally insured within 10 days from receipt of this purchase order or prior to commencing the work, whichever comes first:
- a. Insurance Certificate must include Worker's Compensation coverage.
  - b. Failure to provide a valid certificate of insurance within ten days from receipt of this purchase order shall be cause to terminate the Continuing Services Agreement and this purchase order.
  - c. Cancellation of insurance will also be cause to terminate this purchase order.
6. Subcontractor agrees to indemnify and hold harmless **City of Parma Heights** and Garland/DBS, Inc. from any all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with, or resulting from any negligent acts or omissions of the subcontractor during the performance of work.
7. The Subcontractor shall provide a fully qualified superintendent and/or foreman on site at all times while this contractor has personnel on the project site.
8. The Subcontractor is responsible to adhere to all OSHA, state, federal, and local regulations.
9. Garland/DBS, Inc. is an Equal Employment Opportunity and Affirmative Action employer. It is the policy of Garland/DBS, Inc. to ensure equal employment opportunity in accordance with Ohio law and all applicable federal laws. In implementing this policy, Garland/DBS, Inc will continue to prohibit employment discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status or veteran status. Garland/DBS, Inc managers and employees will comply with state and federal equal employment laws, rules, regulations and guidelines. The Subcontractor shall comply with Equal Employment Opportunity and Affirmative Action as applicable and to the extent required by the principal contract between the customer and Garland/DBS, Inc.



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10. For any Project where the Subcontractor is going to request progress payments, an application for payment utilizing the AIA Application and Certificate of Payment G702 and G703 format shall be used. On or before the **25<sup>th</sup> day of the month**, Subcontractor shall submit for Contractor's review and approval its Application for Payment requesting payment for all Work performed and projected through to the end of the month. The Application for Payment shall be accompanied by an updated Schedule-of-Values. Subcontractor Application and Certification for Payment received by the Contractor after the 25<sup>th</sup> of the month shall not be process for payment until the next months pay application submission to the Owner.
11. Garland/DBS, Inc. shall retain, out of each payment due to the Subcontractor, five percent (5%). Payment of the retained monies will be issued no earlier than 30 days after final acceptance of the Project by the owner and upon receipt of a final invoice for the retained monies.
12. Garland/DBS, Inc. shall have no obligation to make a progress payment for any invoice until such time as Garland/DBS, Inc. receives:
  - a. All Items listed above in Article 4
  - b. Daily Reports Covering the Progress Payment Period
  - c. Project Progress Photographs
  - d. Safety Meeting Minutes ("Tool Box")
  - e. Certified Payroll Reports Covering the Progress Payment Period
  - f. Partial Lien Waivers
13. Payment will be made within 45 days for all work completed and accepted by the Garland/DBS, Inc. Project Manager.
  - a. All payments may be withheld if Items in Article 10 above have not been received.
  - b. Deductions may be made from a payment in proportion to the amount of work that is not accepted at the time payment is issued.
  - c. ACH payment authorization form attached. Please complete and return to [dbsap@garlandind.com](mailto:dbsap@garlandind.com)
14. Provide Certified Payrolls validating that appropriate wages have been paid. Certified Payroll should be submitted in the U.S. Department of Labor Certified Payroll format and submitted with the Subcontractors Application for Payment. **Please Note:** Any week in which no work has been performed will require a certified payroll stating "No Work Performed This Week". The final Certified Payroll Report for the Project must be marked **FINAL**. Davis Bacon Prevailing wage rates and requirements are applicable to this project due to the customer's use of ESSER Funds.



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15. Provide any appropriate information and documentation, when requested, to **Ron Seitz, the Garland/DBS, Inc. Project Manager**. Payment may be withheld if requested information is not provided at the time payment is due.
16. Provide the following closeout documents prior to request for final payment.
  - a. Two-year workmanship warranty to Garland/DBS, Inc. to guarantee the workmanship of all materials installed to be free from defects and installation errors.
  - b. As-Built Drawings.
  - c. Test Reports or Inspections performed on the project
  - d. Substantial Completion Certificate
  - e. Completed Punchlist – Signed off by Owner’s Representative
  - f. All Daily Reports
  - g. Final Certified Payroll
  - h. Final Release of Lien Waiver
  - i. Final Project Photographs
17. Commencement of the work will constitute acceptance and serve as acknowledgement of the terms and conditions and the work to be performed as listed on this purchase order. Said terms and conditions of this Purchase Order, the above referenced CSA and the scheduled work will supersede anything provided. Subcontractor must seek approval from the Contractor before performing any or any addition to the Work. The Contractor must provide the Subcontractor written documentation of the modification to the Purchase Order within three (3) business days of verbal approval from Contractor that the modification constitutes a change to the Work. Subcontractor is not obligated to perform additional work until written modification has been received from the Contractor, but may commence work based upon a reasonable assumption that a Change Order will be issued.
  - a. Only changes approved by Garland/DBS, Inc. in advance will be considered for payment.
  - b. Extra work completed without prior approval shall be considered incidental and at no additional cost to Garland/DBS, Inc. or the Owner.



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**Scope of Work:** Sections C and D

Per attached **Exhibit A** – Project Manual

**Lump Sum Total Amount: Two Hundred Seventeen Thousand Six Hundred Dollars and Zero Cents.....\$217,600.00**

**CONTRACTOR:**  
Garland/DBS, Inc.

**SUBCONTRACTOR:**  
A W Farrell & Son Inc.

\_\_\_\_\_  
*(Signature)*                      *(Date)*

\_\_\_\_\_  
*(Signature)*                      *(Date)*

Ron Seitz – Project Manager

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

All Invoices must be submitted via e-mail to [DBSAP@garlandind.com](mailto:DBSAP@garlandind.com) to ensure a timely and accurate payment. The proper Waiver must be enclosed with the invoice.



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**PARTIAL WAIVER OF LIENS AND CLAIMS,  
 AND AFFIDAVIT OF PAYMENT**

For and in consideration of the sum of \$ \_\_\_\_\_ (the "Payment"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, being paid by Garland/DBS, Inc. ("Contractor") to \_\_\_\_\_ ("Lower-Tier Claimant"), which sum represents the amount due and payable to Lower-Tier Claimant for all work performed and materials and services furnished to date in furtherance of the construction improvement project known generally as the \_\_\_\_\_ Project located in \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_ (the "Project"), Lower-Tier Claimant unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against Contractor, the Project owner(s), the Project, the project lessees, Contractor's payment bond surety, or any person or entity relating in any manner whatsoever to the Project. Lower-Tier Claimant acknowledges and represents that the Payment represents payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project to date.

Lower-Tier Claimant further represents and warrants that it has paid all of its laborers, sub-subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Lower-Tier Claimant for the Project to fully and completely resolve all of Lower-Tier Claimant's Project-related debts to date. Lower-Tier Claimant understands that the representations and warranties in this instrument are a material inducement to Contractor's release of future Payment(s) to Lower-Tier Claimant.

This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds. The consideration received in exchange for this Partial Waiver and Release of Lien, when received, is designated by Payer to be applied to the following:

DATE: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 [Name of Lower-Tier Claimant]

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

Its: \_\_\_\_\_

State of \_\_\_\_\_ )

) SS:

County of \_\_\_\_\_ )

Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of Lower-Tier Claimant, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_



Garland/DBS, Inc.  
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 Cleveland, OH 44105  
 Phone: (800) 762-8225  
 Fax: (216) 883-2055



**FINAL WAIVER OF LIENS AND CLAIMS,  
 AND AFFIDAVIT OF PAYMENT**

For and in consideration of the sum of \$ \_\_\_\_\_ (the "Final Payment"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, being paid by Garland/DBS, Inc. ("Contractor") to \_\_\_\_\_ ("Lower-Tier Claimant"), which sum represents the total amount due and payable to Lower-Tier Claimant for all work performed and materials and services furnished in furtherance of the construction improvement project generally as the \_\_\_\_\_

\_\_\_\_\_ Project located in \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_ (the "Project"), Lower-Tier Claimant unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against Contractor, the Project owner(s), the Project, the project lessees, Contractor's payment bond surety, or any person or entity relating in any manner whatsoever to the Project. Lower-Tier Claimant acknowledges and represents that the Final Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, retainage, accrued interest, fringe benefits, union dues, and impact claims), and that no additional sum is or will hereafter be claimed due by Lower-Tier Claimant for such work, services or materials against or from any person or entity, including without limitation the Project owner(s), the Contractor, the Project, Contractor's payment bond surety, or any Project lessee(s).

Lower-Tier Claimant further represents and warrants that it has paid all of its laborers, sub-subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Final Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Lower-Tier Claimant for the Project to fully and completely resolve all of Lower-Tier Claimant's Project-related debts. Lower-Tier Claimant understands that the representations and warranties in this instrument are a material inducement to Contractor's release of Final Payment to Lower-Tier Claimant.

This Final Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds. The consideration received is exchange for this Final Waiver and Release of Lien, when received, is designated by Payer to be applied to the following:

DATE: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 [Name of Lower-Tier Claimant]

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

Its: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) SS:  
 County of \_\_\_\_\_ )

Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of Lower-Tier Claimant, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_





Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



**SUBCONTRACTOR  
WARRANTY**

Project Name: \_\_\_\_\_

Garland/DBS, Inc. Project Number: \_\_\_\_\_

I/We, ( \_\_\_\_\_ )("Subcontractor"), hereby warrant that the \_\_\_\_\_ (Trade) work, including labor and materials furnished and work performed ("Work") at:

\_\_\_\_\_ has been done in accordance with the Contract Documents, Drawings, Specifications, Garland/DBS, Inc. Scope of Work and authorized modification thereto, Federal, State, Local and National Codes and ordinances, State EPA, The Army Corps of Engineers, the local Board of Health and any other applicable regulating entities, that the work installed will fulfill the requirements included in the Contract Documents and Garland/DBS, Inc.'s Scope of Work and shall be free from defects due to defective materials and/or workmanship. Subcontractor also warrants that the workmanship, materials and services shall be fit for the purpose intended. All warranties implied by law or by usage of trade are incorporated herein to apply to all work, goods, services and materials provided under this Warranty and shall run in favor of the Customer/Owner and/or Garland/DBS, Inc. and their successors in interest. Subcontractor agrees to repair or replace any or all Work that may prove to be defective in its workmanship or materials, together with any adjacent work which may be affected, damaged and/or displaced by the repair or replacement work. This Warranty is effective for a period of TWO (2) year(s) from the date of acceptance of the above mentioned Work by the Customer, Owner and Garland/DBS, Inc. However ordinary wear, unusual abuse and/or neglect are excluded.

In the event of Subcontractor's failure to comply with the above mentioned Warranty within a reasonable period of time, as determined by and after being notified in writing by Garland/DBS, Inc. Subcontractor hereby authorizes Garland/DBS, Inc. to proceed to have said defects repaired or replaced at Subcontractor's expense. Subcontractor will honor and pay the costs associated with said repair or replacement work upon demand.

Date of Acceptance: \_\_\_\_\_

**Subcontractor:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Signature(s): \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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



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### Interim COVID-19 Guidelines for all Garland/DBS, Inc. Projects

At Garland/DBS, Inc. (“GDI”), the health, safety and well-being of our employees, customers, and subcontracting partners are our top priorities. Like all businesses, we are continuing to monitor the COVID-19 outbreak. Our corporate staff are meeting daily to stay on top of the recommendations from the appropriate regulatory agencies so that they can be implemented immediately.

These interim COVID-19 guidelines are based on what is currently known about this disease. This information and guidance were obtained by the U.S. Centers for Disease Control (“CDC”), the World Health Organization (“WHO”), and the Department of Health (“DOH”). As this issue progresses, DBS will likely update this guidance. This guidance will be implemented by DBS, and it is our expectation that our subcontractor partners will implement measures that are at least as protective as those outlined below. Many project owners may issue their own guidelines for their employees and those working on their sites. However, it is our expectation that the all parties adhere to these requirements to ensure all projects are completed with the safest possible working conditions.

#### Interim Guidelines

- Individuals must implement conference calls, video conferencing and other technologies to reduce potential exposure instead of face-to-face meetings.
- Individuals must maintain at least six-foot social distancing from others.
- Individuals must cover coughs or sneezes into the sleeve of the elbow, not hands.
- Regularly clean high-touch surfaces or tools.
- Individuals must abstain from shaking hands.
- Individuals must wash hands with soap and water for at least 20 seconds as frequently as possible or use hand sanitizer. All sites must have hand washing stations and/or hand sanitizers available to all workers.
- If any individual on site has tested positive for COVID-19 or encountered someone known to have tested positive for COVID-19, they must remain at home and immediately notify DBS.
- All individuals experiencing symptoms consistent with COVID-19 (e.g. fever of over 100°F, cough, and shortness of breath) must stay home and immediately notify their employer, DBS as well as their health care provider.
- No unnecessary visitors are allowed on site.
- You are responsible for taking temperatures of your employees prior to coming on-site each day. If you are not able to take your employees temperature, your employees must take their own temperature prior to coming to work each day. Any employee registering a fever of 100°F or more shall be excluded from the premises for at least 14 days or until provision of a negative test result for COVID-19 and flu.
- Always comply with CDC, WHO, and DOH recommendations.

We will be monitoring this situation closely and may implement further measures as federal, state and local officials provide additional guidance. We will make every effort to keep jobsites operational for our customers. However, in some circumstances local officials or building owners may request we close projects. We appreciate the understanding, support and cooperation during this outbreak.

If you have any questions regarding this interim guidance, please do not hesitate to contact the DBS Project management team at [dbspm@garlandind.com](mailto:dbspm@garlandind.com).



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Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



Garland/DBS, Inc

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Authorization Agreement

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I hereby authorize Garland/DBS, Inc to initiate automatic deposits to my account at the financial institution named below. Further, I agree not to hold Garland/DBS, Inc responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until Garland/DBS, Inc receives a written notice of cancellation from me or my financial institution.

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Account Information

---

Routing Number:

\_\_\_\_\_  
\_\_\_\_\_

Account Number:

\_\_\_\_\_  
\_\_\_\_\_

Checking |  Savings

Email Remittance:

\_\_\_\_\_

---

Signature

---

Authorized Signature (Primary):

\_\_\_\_\_

Date:

\_\_\_\_\_

\*PLEASE PROVIDE COPY OF A VOIDED CHECK WITH FILLED OUT FORM

RETURN COMPLETED FORM TO [dbsap@garlandind.com](mailto:dbsap@garlandind.com)

**ORDINANCE NO. 2024 - 8**

**AN ORDINANCE REPEALING ORDINANCE NO. 2023 – 59, ESTABLISHING  
COMPENSATION PAID TO VARIOUS EMPLOYEES OF THE CITY OF PARMA  
HEIGHTS, 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 Council hereby adopts the amended compensation and benefit schedules for various employees of the City of Parma Heights, attached hereto as Exhibits “A”, “B”, “C”, “D”, “E”, “F”, and “G”, and are made a part of this Ordinance and incorporated herein as though fully rewritten.

Section 2. Ordinance No. 2023 – 59 is repealed effective immediately.

Section 3. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council; and all deliberations of this 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. This Ordinance is declared to be an emergency measure for the public peace, health, and safety of the municipality, and for the further reason that it is necessary to establish amended compensation and benefits for certain employees; wherefore, this Ordinance shall be in full force and effective 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 TO ORDINANCE 2024-DRAFT**

It is the intention of Council to establish a pay ordinance for various employees of the City of Parma Heights, for a period commencing January 1, 2023~~4~~, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2023~~4~~ the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
<b>FULL TIME:</b>			
Clerk of Council	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 35,350.00	\$ 56,000.00
Executive Assistant	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 38,170.00	\$ 58,478.00
Service Dept. Assistant	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 34,200.00	\$ 52,440.00
Accounting Clerk I	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 32,340.00	\$ 62,000.00
Receptionist	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 29,150.00	\$ 47,829.00
Legal Assistant/Paralegal	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 40,000.00	\$ 60,000.00
<b>PART-TIME (Hourly Rate):</b>			
Clerk of Council	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 20.00	\$ 30.00
Executive Assistant	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 18.25	\$ 26.10
Assistant	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 16.45	\$ 23.50
Accounting Clerk	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 14.50	\$ 20.75
Finance Assistant	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 20.00	\$ 35.00
Clerk of Commissions	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 20.00	\$ 30.00
<b>SENIOR CENTER:</b>			
Asst. Site Coordinator	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 25,000.00	\$ 50,000.00
Outreach Assistant	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 22,500.00	\$ 35,000.00
Office/Clerical (PT/Hrly)	<del>9/1/2023</del> <u>1/01/2024</u>	<del>\$ 10.10</del> <u>10.45</u>	\$ 18.00
Kitchen Aides (PT/Hrly)	<del>9/1/2023</del> <u>1/01/2024</u>	<del>\$ 10.10</del> <u>10.45</u>	\$ 18.00
Vehicle Drivers (PT/Hrly)	<del>9/1/2023</del> <u>1/01/2024</u>	<del>\$ 10.10</del> <u>10.45</u>	\$ 18.00
<b>OTHER SUPPORT STAFF:</b>			
Custodian-City Hall	<del>9/1/2023</del> <u>1/01/2024</u>	<del>\$ 10.10</del> <u>10.45</u>	\$ 20.00

Annual salaries detailed above shall be paid in bi-weekly substantially equal installments per year. Compensation for overtime for full-time employees at City Hall shall be paid in accordance with Section 179.07 of the Codified Ordinances of the City of Parma Heights.

Section 2. Effective January 1, 2023~~4~~, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of Parma Heights pertaining to employee compensation and benefits, are incorporated herein, as if fully rewritten.

**EXHIBIT B TO ORDINANCE 2024-DRAFT**

It is the intention of Council to establish a pay ordinance for the Recreation Department of the City of Parma Heights, for a period commencing January 1, 2023~~4~~, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2023~~4~~, the compensation of the following classifications and positions within each classification in the Recreation Department shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
<b>FULL TIME:</b>			
Recreation Maint. Supervisor	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 41,100.00	\$ 58,720.00
Recreation Maint. Foreman	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 29,125.00	\$ 41,580.00
Recreation Dept. Secretary	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 26,000.00	\$ 37,145.00
<b>PART-TIME (Hourly Rate):</b>			
Pool Manager	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 20.00
Asst. Pool Manager	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 18.00
Pool Cashiers	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 16.00
Pool Lifeguards	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 16.00
Gatehouse Attendant	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 11.00
Pool Maintenance Crew	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 11.00
Recreation Instructors	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 14.00
Attendants - Various	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 12.00
Recreation Secretary	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 11.00	\$ 15.00
<b>BASEBALL/SOCCER/FOOTBALL</b>			
:			
<b>Rate per Season/Year -</b>			
Baseball Deputy Directors	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 1,750.00	\$ 2,500.00
Supervisor of Umpires	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 1,100.00	\$ 1,560.00
Asst. Supervisor of Umpires	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 910.00	\$ 1,300.00
Baseball League Directors	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 560.00	\$ 800.00
Statistician	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 350.00	\$ 475.00
Tennis Deputy Director	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 725.00	\$ 1,040.00
Golf Deputy Director	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 575.00	\$ 832.00
Basketball Deputy Director	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 575.00	\$ 832.00
Flag Football Deputy Director	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 600.00	\$ 910.00
Soccer Deputy Director (Yearly)	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 1,275.00	\$ 1,820.00
Soccer League Supervisor (Yearly)	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 520.00	\$ 740.00
<b>UMPIRES/REFEREES:</b>			
<b>Rates Per Game -</b>			
T-ball/Coach Pitch Umpire	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 10.90	\$ 15.60
Class E Plate Umpire	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 28.75	\$ 40.90
Umpires All Other Leagues	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 28.30

Flag Football Referees	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 15.60
Soccer Referees	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 15.60

Annual salaries as detailed above shall be paid bi-weekly in substantially equal installments per year. Compensation for overtime for full-time employees shall be paid in accordance with Section 179.07 of the Codified Ordinances of the City of Parma Heights.

Section 2. Effective January 1, 2023~~4~~, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits, are incorporated herein, as if fully rewritten.

### EXHIBIT C TO ORDINANCE 2024-DRAFT

It is the intention of Council to establish a pay ordinance for Administrative Positions of the City of Parma Heights, for a period commencing January 1, 20234, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 20234, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
Director of Public Service	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 65,072.00	\$ 106,904.00
Public Works Coordinator	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 50,000.00	\$ 72,500.00
Director of Finance	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 61,115.00	\$ 100,404.00
Assistant to Finance Director	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 50,000.00	\$ 89,000.00
Director of Law	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 45,000.00	\$ 89,086.00
Assistant Director of Law	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 25,000.00	\$ 67,396.00
Prosecutor	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 25,000.00	\$ 67,396.00
Mayor's Court Magistrate	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 25,000.00	\$ 62,577.00
Director of Human Resources	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 55,640.00	\$ 91,410.00
Director of Safety	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 24,500.00	\$ 64,449.00
Dir. of Recreation (Part-time)	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 20,000.00	\$ 51,750.00
Dir. of Recreation (Full-time)	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 53,100.00	\$ 87,249.00
Economic Development Coordinator	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 54,525.00	\$ 89,579.00
Senior Services Administrator	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 42,000.00	\$ 69,000.00
Special Assistant to the Mayor	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 50,000.00	\$ 70,000.00
Grant Writer	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 45,000.00	\$ 67,500.00
Clerk of Mayor's Court	<u>9/1/2023</u> <u>1/01/2024</u>	\$ 35,000.00	\$ 57,500.00

Annual salaries as detailed above shall be paid in bi-weekly substantially equal installments per year.

Compensation for overtime for non-exempt full-time employees at City Hall shall be paid in accordance with Section 179.07 of the Codified Ordinances.

Section 2. Effective January 1, 20234, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.



**EXHIBIT D TO ORDINANCE 2024-DRAFT**

It is the intention of Council to establish a pay ordinance for supervisory and certain non-aligned employees in the Service Department of the City of Parma Heights, for a period commencing January 1, 20234, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 20234, the compensation of certain non-aligned supervisory and hourly rated employees of the department of Public Service shall be in accordance with the following schedule for hours worked:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
<b>FULL TIME:</b>			
Foreman	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 21.30	\$ 33.50
Serviceman Grade IV (Seasonal/ Temporary, Part-time)	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 11.00	\$ 18.00
<b>BUILDING DEPARTMENT:</b>			
Construction Consultant	<del>9/1/2023</del> <u>1/01/2024</u>		\$ 28,035.00
Building Inspectors	<del>9/1/2023</del> <u>1/01/2024</u>		\$ 385.00 per month (Plus \$20.00/Inspect.)
Property Maint. Inspectors	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 14.75	\$ 22.00
Property Maint. (Full Time)	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 29,325.00	\$ 41,870.00
City Engineer	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 30,000.00	\$ 30,000.00 (per contract)
Assistant City Engineer	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 15,000.00	\$ 15,000.00 (per contract)

Section 2. That compensation for overtime worked shall be in compliance with Section 147.11 and Section 147.12 of the Codified Ordinances of the City of Parma Heights.

Section 3. Effective January 1, 20234, and continuing thereafter until repealed, the Sections of Chapter 147 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

**EXHIBIT E TO ORDINANCE 2024-DRAFT**

It is the intention of Council to establish compensation and employee benefit provisions for non-aligned members of the Police Department.

Section 1. Effective January 1, 2023~~4~~, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
<b>FULL-TIME:</b>			
Chief of Police	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 85,000.00	\$ 130,000.00
Acting Chief of Police	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 85,000.00	\$ 130,000.00
Assistant Chief of Police	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 66,875.00	\$ 87,600.00
Police Chief's Assistant	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 34,950.00	\$ 60,000.00
Civilian Clerk/Case Manager	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 31,316.00	\$ 60,000.00
Custodian	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 29,125.00	\$ 41,582.00
<b>PART-TIME:</b>			
Civilian Clerk/Case Manager	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 15.30	\$ 23.00
Civilian Clerk/Receptionist	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 13.50	\$ 22.00
School Crossing Guards	<del>9/1/2023</del> <u>1/01/2024</u>	\$ <del>10.10</del> <u>10.45</u>	\$ 12.75

Annual salaries as detailed above shall be paid in bi-weekly substantially equal installments per year.

Section 2. Effective January 1, 2023~~4~~, and continuing thereafter until repealed, the Sections of Chapter 151 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

**EXHIBIT F TO ORDINANCE 2024-DRAFT**

It is the intention of Council to establish compensation and employee benefit provisions for non-aligned members of the Fire Department.

Section 1. Effective January 1, 2023~~4~~, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
<b>FULL-TIME:</b>			
Fire Chief	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 90,000.00	\$ 130,000.00
Captain/Assistant Fire Chief	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 80,000.00	\$ 115,000.00
Fire Chief's Secretary	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 32,767.00	\$ 46,810.00

Annual salaries as detailed above shall be paid in bi-weekly substantially equal installments per year.

Section 2. Effective January 1, 2023~~4~~, and continuing thereafter until repealed, the Sections of Chapter 153 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

**EXHIBIT G TO ORDINANCE 2024-DRAFT**

It is the intention of Council to establish a pay ordinance for the Office of Mayor and for Members of City council for time periods as stipulated below, which will reflect the impact of percentage increases extended to City employed during that time period from January 1, 2013, and continuing thereafter.

Section 1. For purposes of calculating the impact of percentage increases to be extended to the following elective positions based on the percentage of wage increase granted to other city employees; the following salaries for terms beginning January 1, ~~2022~~2024 shall be considered the base rate:

<b>CLASSIFICATION</b>	<b>EFFECTIVE DATE</b>	<b>COMPENSATION</b>
Mayor	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 70,917.14
Council Member	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 11,598.06
President of Council	<del>9/1/2023</del> <u>1/01/2024</u>	\$ 13,383.36

Section 2. Effective January 1, 2014 and continuing thereafter; compensation for the Office of Mayor, City Council Member and City Council President shall be determined by applying the annual percentage wage increase adopted for non-aligned City employees to the compensation in effect for the office of Mayor, City Council Member and City Council President at the time such annual percentage wage increase becomes effective.

Section 3. Due to City Charter provisions prohibiting elected City Officials from receiving pay increase in-term; such accumulative percentage increases referred to in Section 2 of this exhibit shall be applied to the rate of pay for the respective position at the beginning of the next term of office.

Section 4. Compensation for the offices specified above represents annual compensation payable as follows; for the Office of Mayor said annual amount to be paid in bi-weekly installments, and for City Council Member and President of Council said annual amount to be paid in equal monthly installments.

Section 5. That Section 1 of Exhibit G to Ordinance No. 2013-8 passed by council on February 25, 2013 is hereby repealed effective January 1, 2016.

Section 6. Nothing in this ordinance shall be construed to limit or impair the right of Council to authorize the payment or reimbursement of expenses incurred by any official or employee in the furtherance of the interest of the municipality.

**ORDINANCE NO. 2024 - 9**

**AN ORDINANCE AMENDING SECTION 121.07 ENTITLED “RULES OF ORDER” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY**

**WHEREAS**, within the last two years, Council amended its Rules of Order on two occasions; and

**WHEREAS**, Codified Ordinance Section 121.07 entitled “Rules of Order” tracks amendments to the Rules of Order; and

**WHEREAS**, this Council desires to amend Section 121.07 to include reference to the two most recent amendments to the Rules of Order.

**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 121.07 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: 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  
CLERK OF COUNCIL

FILED WITH  
THE MAYOR: \_\_\_\_\_ MAYOR MARIE GALLO

## **EXHIBIT A**

### 121.07 RULES OF ORDER.

There is hereby adopted the Rules of Order attached to original Ordinance 1991-46, passed December 30, 1991, as Exhibit A and amended by Ordinance 2002-24, passed June 10, 2002, ~~and~~ Ordinance 2011-1, passed January 10, 2011, Ordinance 2022-40, passed November 28, 2022, and Ordinance 2024-1, passed January 8, 2024. Such Rules are hereby made a part of this section by reference as if fully rewritten herein for the purpose of establishing Rules of Order governing Council.

(Ord. 1991-46. Passed 12-30-91; Ord. 2002-24. Passed 6-10-02; Ord. 2011-1. Passed 1-10-11; Ord. 2011-1. Passed 1-10-11.)