City of Parma Heights
Council Meeting

6281 Pearl Road
Monday, November 10, 2025
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: OCTOBER 27, 2025 – CITY COUNCIL

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: NONE AT THIS TIME

PUBLIC SESSION

LEGISLATION:

Third Reading

1) **ORDINANCE NO. 2025 - 83**
AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH RICHARD L. BOWEN + ASSOCIATES, INC. TO SERVE AS CITY ENGINEER, AND PROVIDING FOR PAYMENT FOR SERVICES RENDERED THEREUNDER

2) **ORDINANCE NO. 2025 - 84**
AN ORDINANCE AMENDING SECTION 179.01 ENTITLED "EMPLOYEE BENEFITS" OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED

Second Reading

3) **ORDINANCE NO. 2025 – 60**
AN ORDINANCE ESTABLISHING SECTION 1195.031 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY, AS AMENDED

4) **ORDINANCE NO. 2025 – 61**
AN ORDINANCE REPEALING CHAPTER 769 ENTITLED "SHORT-TERM RENTALS" OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED

5) **ORDINANCE NO. 2025 – 62**
AN ORDINANCE AMENDING SECTION 1171.01 OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED

6) **RESOLUTION NO. 2025 - 86**
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

7) **ORDINANCE NO. 2025 - 87**
AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A FUND ENTITLED "COMPENSATED ABSENCES FUND", FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

8) **ORDINANCE NO. 2025 - 88**
AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A FUND ENTITLED "PAYROLL STABILIZATION FUND", FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

First Reading

9) **RESOLUTION NO. 2025 – 89**
A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH FABRIZI TRUCKING & PAVING CO., INC., AND DECLARING AN EMERGENCY

10) **ORDINANCE NO. 2025 – 90**
AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A SERVICE AGREEMENT WITH USI INSURANCE SERVICES LLC ("USI"), AND DECLARING AN EMERGENCY

11) **RESOLUTION NO. 2025 – 91**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AGREEMENTS TO SECURE INSURANCE COVERAGE FOR THE EMPLOYEES OF THE CITY OF PARMA HEIGHTS WITH MEDICAL MUTUAL OF OHIO, AND DECLARING AN EMERGENCY

12) **ORDINANCE 2025 – 92**
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, 2026 TO AND INCLUDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY

ADJOURNMENT

ORDINANCE NO. 2025 - 83

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

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, 2026 and ending on December 31, 2027, 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 agreement between the City of Parma Heights and said Engineer, identified as Exhibit "A", attached hereto, and made a part hereof as though fully rewritten, and the expenditure of funds for personal services in satisfaction of this Agreement is further authorized.

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

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

THIS AGREEMENT is made in Parma Heights, Ohio, effective _____ ___, _____ 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"].

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, 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, an "ASSISTANT CITY ENGINEER" shall be an employee of CONSULTING ENGINEER and named by the CONSULTING ENGINEER and subject to approval by the Mayor;

WHEREAS, the CITY desires said Agreement and terms thereof to be effective January 1, 2026 through December 31, 2027;

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.

	2026-2027
CITY ENGINEER	$32,200.00
ASSISTANT CITY ENGINEER	$16,100.00

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, 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, estimates or field investigations.

(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 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:

If the actual Cost of the Improvement Project is				Engineering Fee for Design of Improvement Project shall be
$	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 $500,000 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

	2026-2027
City Engineer or Associate	$ 106.00
Assistant City Engineer	$ 106.00
Surveyor	$ 84.00
Project Engineer	$ 95.00
Draftsman	$ 72.00
Designer	$ 83.00
Construction Observation (City	$ 63.00
Clerical/Administrative Assistant	$ 43.00
Two Man Field Crew	$ 129.00
Three Man Field Crew	$ 183.00
Architect	$ 157.00

(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 twenty-four (24) month period commencing on January 1, 2026, and concluding on December 31, 2027. Beyond the aforementioned twenty-four (24) month period, this Agreement shall automatically continue under the conditions contained herein upon written consent by if the Mayor and CONSULTING ENGINEER. Such continuation may be terminated upon thirty (30) days written notice by the CITY or the CONSULTING ENGINEER.

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 binds 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

_____
Mayor Marie Gallo

_____
Date

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

_____
Pietro A. DiFranco, P.E.

_____
Date

Approved as to Legal Form:

_____
Mark A. Schneider, Director of Law

_____
Date

CONSULTING ENGINEER
RICHARD L. BOWEN + ASSOCIATES, INC.

_____

(By) _____ (its) _____

_____
Date

ORDINANCE NO. 2025 - 84

AN ORDINANCE AMENDING SECTION 179.01 ENTITLED "EMPLOYEE BENEFITS" OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the Administration is recommending that Section 179.01 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 179.01 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, as amended", 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 Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of said City and for the further reason that it is necessary for this portion of the Administrative Code to reflect updated and uniform policies and practices regarding personnel, finances, and other matters on an immediate basis; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

EXHIBIT A, as amended

179.01 EMPLOYEE BENEFITS.

(a) Medical Insurance. Each non-aligned full-time employee, after thirty days of such full-time service, and the Mayor, during the entirety of their term, shall be entitled to health insurance provided by the City. Health benefit plan design, coverage options and employee cost of participation shall be determined annually and such conditions to be outlined in a Health Benefit Summary document to be provided to employees at the inception of each benefit year. The Mayor may permit part-time directors and non-aligned part-time employees of the City to participate in the City's medical and/or group life insurance programs, and the City will pay the cost of the respective premium as part of the Director's and/or non-aligned part-time employees' compensation package.

(Ord. 2001-7. Passed 2-26-01; Ord. 2001-28. Passed 9-10-01; Ord. 2012-37. Passed 8-6-12; Ord. 2013-5. Passed 2-25-13; Ord. 2024-92. Passed 1-27-25.)

(b) Group Life Insurance. Each regular full-time employee after one year of such full-time service, and the Mayor, during the entirety of their term, shall be entitled to fully paid group life insurance in the amount of twenty-five thousand dollars ($25,000).

(Ord. 1991-28. Passed 8-12-91; Ord. 2012-37. Passed 8-6-12; Ord. 2013-5. Passed 2-25-13; Ord. 2024-92. Passed 1-27-25.)

(c) Sick Leave.

(1) Each regular full-time employee, including civilian employees in the Departments of Police and Fire, shall be entitled to ten hours of sick leave per month for forty hour per week employees and 8.75 hours of sick leave per month for thirty-five hour per week employees of regularly scheduled employment. Unused sick leave shall be cumulative up to a total of 1,750 hours for employees working eight-hour days, and up to 1,531.25 for employees working seven-hour days. Sick leave accrued under prior ordinances shall remain in effect and sick leave days accrued as of December 31, 1981, shall be converted to hours by taking the sick leave days accrued and multiplying such figure by the number of hours in such employee's regularly scheduled work day. Payment for sick leave, at the rate of one hour per every hour of sick leave absence, shall be made only when approved by the Director of Personnel, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave, and, in the case of sick leave absence in excess of one day, who shall require certification as to the nature of the illness or injury from the employee's physician.

(2) An absence due to a service-connected injury will not be charged against an employee's accumulated sick leave so long as it does not exceed the employee's attending physician's prognosis as to the employee's ability to return to employment. Once an employee has returned to assume normal duties, following absence due to a service-connected injury, subsequent absences, alleged as being due to the service-connected

injury, will be charged against the employee's accumulated sick leave, unless excused by the employee's attending physician's certificate.

(3) At the time of retirement from active duty with the City or death of the employee, the employee, or the employee's estate, will be paid in cash for sixty percent of the value of his or her accrued, but unused, sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be sixty percent of 1,200 hours for employees working eight-hour days and sixty percent of 1,050 hours for employees working seven-hour days. The formula for computation shall be:

A. In the case of employees working eight-hour days: Annual salary + annual longevity (if applicable) divided by annual regular hours x .60 (up to 1,200 hours).

B. In the case of employees working seven-hour days: Annual salary + annual longevity (if applicable) divided by annual regular hours x .60 (up to 1,050 hours).

NOTE: Annual rate of pay used in above unused sick time payment calculations is based on the total of the base salary and longevity pay only.

(Ord. 1994-47. Passed 10-11-94; Ord. 1997-20. Passed 6-23-97; Ord. 2013-5. Passed 2-25-13; Ord. 2023-16. Passed 4-10-23; Ord. 2024-92. Passed 1-27-25.)

(d) Funeral Attendance. A full-time employee shall be granted a five day leave of absence with pay, in the event of the death of an immediate family member. Immediate family shall include: Spouse or domestic partner, children, father, mother, brother, sister, aunt, uncle, cousin, niece, nephew, brother-in-law, sister-in-law, mother-in-law, father-in-law, step-parents, step-children, step-parents of spouse, son-in-law, daughter-in-law, grandparents, grandparents of spouse, and grandchildren.

(Ord 1991-28. Passed 8-12-91; Ord. 2013-5. Passed 2-25-13; Ord. 2024-92. Passed 1-27-25.)

(e) Vacations.

(1) All full-time employees will be credited with their unused earned vacation balances beginning on January 1, 2020.

(2) Effective January 1, 2020, vacation leave for all full-time employees shall be computed on the full-time months actually employed. The rate that vacation leave accrues shall depend upon the number of years of total service for the City as a full-time employee. The employee's vacation leave shall accrue at the rate indicated in the following schedule:

Total Months of Service	Accrual Rate per Month	Vacation Days per Year	Maximum Accrual

1 up to 48	6.666 hours (80-hr base) 5.833 hours (70-hr base)	10 working days	160 hours (80-hr base) 140 hours (70-hr base)
49 up to 108	10.000 hours (80-hr base) 8.750 hours (70-hr base)	15 working days	200 hours (80-hr base) 185 hours (70-hr base)
109 up to 192	13.333 hours (80-hr base) 11.666 hours (70-hr base)	20 working days	240 hours (80-hr base) 220 hours (70-hr base)
193 up to 276	16.666 hours (80-hr base) 14.583 hours (70-hr base)	25 working days	280 hours (80-hr base) 255 hours (70-hr base)
277 or more	20.000 hours (80-hr base) 17.500 hours (70-hr base)	30 working days	320 hours (80-hr base) 290 hours (70-hr base)

NOTE: Hour base is the amount of hours that the employee works in a pay period.

(3) Vacation time earned during the first calendar month of full-time employment shall be prorated based on the amount of vacation contained in the schedule above to reflect service time from the date of full-time employment to end of the first calendar month. Vacation time earned during the final calendar month year of full-time employment shall be prorated based on the amount of vacation contained in the schedule above to reflect service time from the first day of the calendar month to the final date of full-time employment.

(4) Full-time employees may accumulate a maximum amount of their annual vacation accrued plus eighty hours (seventy hours for employees working thirty-five hours per week), effective January 1, 2020. All vacation hours that exceed the allowable maximum accrual, per total months of service, at the end of each pay period will expire without compensation.

(5) A full-time employee who is reemployed or rehired by the City upon retirement will not be paid for any earned and unused accumulated vacation. The employee will continue to accrue vacation and retain his or her unused accumulated vacation time and continue to earn vacation based on the schedule in subsection (a) above, not to exceed four weeks (twenty work days) per year.

(6) Full-time employees terminating employment due to voluntary resignation or retirement shall be paid all earned and unused vacation time.

(7) In the case of death of any full-time employee, the earned and unused vacation time shall be paid to the employee's estate.

(8) Full-time employees who have concluded twenty-one continuous years of service may, at his or her option, bank not more than two weeks per year, up to a maximum amount of nine weeks. Full-time employees may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter bank additional hours after the nine weeks have been utilized.

(9) In lieu of banking vacation time, an employee who has concluded twenty-one continuous years of service may turn in for annual payment not more than two weeks per year, up to a maximum amount of nine weeks. The Mayor and Finance Director must approve this intent no later than November 1 of the calendar year in which payment is requested. Such payment shall be made on the last pay of the calendar year in which payment is requested.

(f) Holidays. Each regular full-time employee of the City ~~who has served at least thirty days of service prior to any holiday hereinafter set forth and who has worked or been on vacation during their regularly scheduled work days immediately preceding and succeeding such holiday,~~ shall be entitled to the following thirteen legal holidays with pay at the employee's normal hourly rate of pay for each of such holidays:

(1) The first day of January, known as New Year's Day;

(2) The third Monday in January, known as Martin Luther King, Jr. Day;

(3) The third Monday in February, known as Presidents' Day;

(4) The last Monday of May, known as Memorial Day;

(5) The nineteenth day of June, known as Juneteenth Day;

(6) The fourth day of July, known as Independence Day;

(7) The first Monday in September, known as Labor Day;

(8) The second Monday in October, known as Columbus/Indigenous Peoples' Day;

(9) The eleventh day of November, known as Veterans' Day;

(10) The fourth Thursday in November, known as Thanksgiving Day;

(11) The fourth Friday of November, known as the day after Thanksgiving;

(12) The twenty-fourth day of December, known as Christmas Eve Day;

(13) The twenty-fifth day of December, known as Christmas Day; and

(14) Three floating holidays to be taken on a day of the employee's choice subject to approval of departmental supervision. Floating holidays shall be prorated in the employee's initial and final year of employment.

All part-time employees ~~and full-time employees~~ of the City ~~with less than thirty days of service with the City~~ shall be entitled to the aforesaid holidays without pay.

Employees are not eligible for compensation payouts for any remaining floating holidays after separation from the City.

(Ord. 1991-28. Passed 8-12-91; Ord. 2000-52. Passed 11-27-00; Ord. 2013-5. Passed 2-25-13; Ord. 2023-16. Passed 4-10-23; Ord. 2024-92. Passed 1-27-25.)

(g) Longevity Pay. Directors and non-aligned employees listed within this chapter hired after November 1, 2021 shall not be entitled to receive longevity pay under this section. Additional compensation for continuous full-time employment, which shall be entitled longevity pay, shall be paid for each calendar year on the first pay period in December of each year. The rate of longevity pay to which an employee shall be entitled in any calendar year shall be computed in accordance with the following schedule:

Years of Continuous, Full-Time Employment Completed as of the Anniversary Date of Employment	Rate of Longevity Pay Per Month
Years of Continuous, Full-Time Employment Completed as of the Anniversary Date of Employment	Rate of Longevity Pay Per Month
0-4	$-0-
5	20.83
10	41.66
15	62.50
20	83.33
25	104.16
30	125.00

The amount of longevity pay to which an employee is entitled in a calendar year shall be computed by multiplying the number of months in the calendar year preceding and subsequent to his or her anniversary date of employment in that year by the applicable rale or rates of monthly longevity pay based upon the number of years of continuous full-time employment completed in that year, as determined in accordance with the above schedule.

In each calendar year, the anniversary date of employment shall be the first day of the month in which the employee commenced his continuous, full-time employment with the City. In calculating the length of an employee's continuous employment, full-time service in all departments of the City shall be included.

(Ord. 2013-5. Passed 2-25-13; Ord. 2023-16. Passed 4-10-23; Ord. 2024-92. Passed 1-27-25.)

(h) Jury Duty Compensation. Each regular full-time employee shall, if called for jury duty, receive their regular compensation during the time spent in the capacity as a juror less the amount paid to them by the court for such duty as a juror.

(i) The Chief of Police 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, and other mutually agreed upon contractual benefits, as described in the collective bargaining agreement entered into by the City with the Ohio Patrolmen's Benevolent Association for the Police Sergeants and Captains. ~~Effective January 1, 2025, upon the appointment of the next Chief of Police and regarding all such future appointments to Chief of Police, the Chief of Police shall not be entitled to the following employee benefits: Longevity compensation, non-use of sick leave incentive payment, and emergency responder pay.~~ For the calendar year 2026 only, a six percent increase will be added to the base salary of the Chief of Police as a one-time occurrence. Beginning January 1, 2026, the Chief of Police will no longer receive emergency responder pay.

(j) The Assistant Chief of Police shall receive the same fringe benefits, and other mutually agreed upon contractual benefits, effective upon the same dates and in the same amounts, as provided to the rank of Captain by the collective bargaining agreement entered into by the City with the Ohio Patrolmen's Benevolent Association for Police Sergeants and Captains. ~~Effective January 1, 2025, upon the appointment of the next Assistant Chief of Police and regarding all such future appointments to Assistant Chief of Police, the Assistant Chief of Police shall not be entitled to the following employee benefits: Longevity compensation, non-use of sick leave incentive payment, and emergency responder pay.~~ For the calendar year 2026 only, a six percent increase will be added to the base salary of the Assistant Chief of Police as a one-time occurrence. Beginning January 1, 2026, the Assistant Chief of Police will no longer receive emergency responder pay.

(k) The Fire Chief shall be entitled to the following employee benefits: Uniform allowances, medical and life insurance coverage, vacations, holidays, longevity compensation, ~~emergency responder pay,~~ sick leave, college education pay, and other mutually agreed upon contractual benefits, as described in the collective bargaining agreement entered into by the City and Local 1690 of the International Firefighters Association. ~~Effective January 1, 2025, upon the appointment of the next Fire Chief and regarding all such future appointments to Fire Chief, the Fire Chief shall not be entitled to the following employee benefits: Longevity compensation, non-use of sick leave incentive payment, and emergency responder pay.~~ For the calendar year 2026 only, a six percent increase will be added to the base salary of the Fire Chief as a one-time occurrence. Beginning January 1, 2026, the Fire Chief will no longer receive emergency responder pay.

(l) The Assistant Fire Chief shall receive the same fringe benefits, and other mutually agreed upon contractual benefits, effective upon the same dates and in the same amounts, as provided to the position of Assistant Chief of Police, reflecting the same fringe benefits

provided to the rank of Captain by the Ohio Patrolmen's Benevolent Association for Police Sergeants and Captains. ~~Effective January 1, 2025, upon the appointment of the next Assistant Fire Chief and regarding all such future appointments to Assistant Fire Chief, the Assistant Fire Chief shall not be entitled to the following employee benefits: Longevity compensation, non-use of sick leave incentive payment, and emergency responder pay.~~ For the calendar year 2026 only, a six percent increase will be added to the base salary of the Assistant Fire Chief as a one-time occurrence. Beginning January 1, 2026, the Assistant Fire Chief will no longer receive emergency responder pay.

(Ord. 1983-29. Passed 10-11-83; Ord. 2013-5. Passed 2-25-13; Ord. 2020-6. Passed 3-9-20; Ord. 2024-92. Passed 1-27-25.)

ORDINANCE NO. 2025 - 60

AN ORDINANCE ESTABLISHING SECTION 1195.031 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the City of Parma Heights is committed to preserving the safety, health, and welfare of its residents and maintaining the integrity of its neighborhoods; and

WHEREAS, short-term rental properties have been identified as a source of increased incidents of crimes, noise disturbances and occupancy violations in other cities, thereby raising concerns about the impact on public safety and neighborhood quality of life; and

WHEREAS, the City has concerns regarding potential disruptions and nuisances associated with certain short-term rental properties, which can lead to diminished values and jeopardize the overall health, safety, and welfare of the community; and

WHEREAS, the City believes that it is in the best interest of the community to prohibit the operation of short-term rentals within the City of Parma Heights, Ohio~~.~~; and

WHEREAS, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of this Ordinance in order to regulate short-term rental operations within the City of Parma Heights, Ohio; and

WHEREAS, pursuant to the Parma Heights Codified Ordinances, this Council has conducted a public hearing regarding this amended Ordinance.

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

Section 1**:** That this Council does hereby establish Section 1195.031 of the Parma Heights Codified Ordinances, which reads in its ~~their~~ entirety as set forth in "Exhibit A", attached hereto and incorporated by reference as if 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 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 necessary for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that action is necessary to maintain the peaceful enjoyment of residential neighborhoods and property values of the Municipality; 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: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

Exhibit A

Section 1195.031

SHORT-TERM RENTAL PROHIBITION.

(a) No person shall operate, let, rent, list, advertise, or otherwise make available, any rental dwelling in any district in the Municipality for the purpose of a short-term rental.

(b) Definitions.

(1) "Short-term rental" shall be defined as the right to use, occupy or possess, or the actual use, occupancy or possession, of a rental dwelling through a rental for temporary, transient occupancy for dwelling, sleeping, lodging, or entertaining others for a period of less than thirty (30) continuous days.

(2) "Municipality" shall mean the City of Parma Heights, Ohio.

(c) Upon reasonable suspicion of a violation of this section and a demand by a police officer or building inspector of the Municipality, the occupant and/or person in charge of a rental dwelling shall be required to immediately produce a copy of the rental agreement or lease for any rental dwelling in any zoning district in the Municipality.

(d) Whoever violates this section shall be a misdemeanor of the first degree. Each day of violation in which a property is utilized as a short-term rental shall be considered a separate offense.

ORDINANCE NO. 2025 - 61

AN ORDINANCE REPEALING CHAPTER 769 ENTITLED "SHORT-TERM RENTALS" OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the Administration desires that Chapter 769 entitled "Short-Term Rentals" of the Parma Heights Codified Ordinances be repealed.; and

WHEREAS, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of this Ordinance in order to regulate short-term rental operations within the City of Parma Heights, Ohio; and

WHEREAS, pursuant to the Parma Heights Codified Ordinances, this Council has conducted a public hearing regarding this amended Ordinance.

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

Section 1: That Chapter 769 of the Codified Ordinances is hereby repealed, and as repealed, 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 necessary for the immediate preservation of the public health, peace, and safety of this Municipality, and for further reason that it is necessary to address concerns to protect the health, safety, welfare, peace, and comfort of the citizens of the City of Parma Heights; 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: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

EXHIBIT A

~~CHAPTER 769~~
~~Short-Term Rentals~~

~~769.01 DEFINITIONS.~~

~~The following terms as used in this chapter shall have the meanings given herein.~~

~~(a) "Commissioner" means the Building Commissioner or the Commissioner's authorized designee.~~

~~(b) "Dwelling" shall be synonymous with the definitions of dwelling, dwelling structure, dwelling unit, premises, or residential structure as set forth in Chapter 1394 of the Parma Heights Codified Ordinances.~~

~~(c) "Guestroom" means a room offered to the public for a fee that contains, at a minimum, provisions for sleeping.~~

~~(d) "Hosting platform" means a person or entity in whatever form or format that facilitates, through advertising or any other means, a short-term rental booking transaction for accommodations between a short-term rental host and short-term rental guest, including, but not limited to, reservations and/or collection of payment for such accommodations on behalf of the short-term rental host.~~

~~(e) "Owner" means an individual(s), corporation or partnership that has legal title to and control of a dwelling.~~

(f) "Permanent occupant" means any person(s) who resides in a dwelling more than fifty-one percent of the time during a calendar year, and the dwelling in which person(s) reside shall be referred to as their primary residence.

(g) "Primary residence" means a residence which is the usual place of return for housing as documented by at least two of the following: Motor vehicle registration, driver's license, tax documents, lease or a utility bill. An owner or permanent occupant can only have one primary residence.

(h) "Short-term rental" means any dwelling that is rented wholly or partly for a fee and for thirty consecutive days or less by persons other than the permanent occupant or owner from which the permanent occupant or owner receive monetary compensation. Apartments and/or apartment buildings, regulated by Chapter 711 of the Parma Heights Codified Ordinances entitled "Apartment Buildings", are specifically disallowed as a short-term rental.

(i) "Short-term rental guest" means any person who rents temporary lodging from a short-term rental host, or through a hosting platform on behalf of the short-term rental host, for less than thirty consecutive days.

(j) "Short-term rental host (host)" means the owner or permanent occupant of a short-term rental who offers the short-term rental for temporary lodging.

(k) "Short-term rental operation" means the occupancy of any room or dwelling of any short-term rental.

(l) "Transient guest" means person who occupies a room or rooms for sleeping accommodations for less than thirty consecutive days.

(Ord. 2024-91. Passed 3-10-25.)

769.02 PURPOSE; INTENT.

Short-term rentals are unique, semi-commercial operations that adapt a residential environment into a lodging concept, limited in scope and operation. The use is clearly of a commercial nature, but may at times be more in keeping with a residential environment. The purpose of this chapter is to provide a systematic set of requirements to ensure that such operations, if appropriate for a residential or commercial area, shall not adversely impact adjacent uses as a result of the commercial aspects of the structure and property.

Short term rentals shall be the subordinate to the principal use of a structure as a single-family dwelling. The intent of this chapter is not to provide an opportunity for the establishment of an intensive commercial lodging business, which would be considered appropriate within an intensive commercial or planned commercial zoning district, but rather in certain locations to provide a limited commercial use in a residential or commercial district.

(Ord. 2024-91. Passed 3-10-25.)

~~769.03 SHORT-TERM RENTALS AS CONDITIONAL USES; PERMIT REQUIRED.~~

~~(a) Short-term rentals are hereby classified as a conditional use which may be permitted in Single Family Zoned Districts in accordance with the corresponding standards and requirements of the Planning and Zoning Code. Conditional use permit issued pursuant to Chapter 1135 of the Parma Heights Codified Ordinances shall be required in order to allow said permit shall be effective for one year at an annual cost of two hundred dollars ($200.00) by the City. If the permit fee has not been received by the Department of Public Service by January 1, a late fee shall be incurred of one hundred fifty dollars ($150.00). Said permit shall be automatically voided by operation of law without further notice or hearing upon the sale or transfer of the real property upon which the short-term rental is located.~~

~~(b) In submitting an application for a conditional use permit, and with every reapplication, the applicant shall provide to the Planning Commission, a floor plan illustrating the proposed operation, a site plan indicating all on-site improvements, if any, and any additional information as required by the Planning Commission.~~

~~(c) Notification of the request for the conditional use permit shall be given by the Secretary of the Planning Commission to all record title holders of real property lying within 500 feet of the property line of the area requesting the conditional use approval. Said notice shall be first class mail, postage prepaid.~~

~~(d) The application is subject to review and decision pursuant to Section 1135.05 and Section 1135.06 of the Parma Heights Codified Ordinances.~~

~~(Ord. 2024-91. Passed 3-10-25.)~~

~~769.04 APPLICATION FOR SHORT-TERM RENTAL PERMIT, NEW AND RENEWAL.~~

~~(a) Application for a new short-term rental permit, and/or for renewal of a permit, shall be made to the Department of Public Service, upon approved forms, for the fee set forth in Chapter 1321 of the Parma Heights Codified Ordinances.~~

~~(b) The application for a permit to operate a short-term rental shall contain the following information:~~

~~(1) Name of the applicant, including mailing address, telephone number, and email address. If the applicant is a corporation or partnership, the applicant shall provide the name of the entity and set forth exactly as shown on its articles of incorporation, mailing address, telephone number, and email address of the individual who is the statutory agent, president, or managing individual, the state in which the company is incorporated or registered, and the entity or corporation number. For an owner-occupied short-term rental application, the permanent occupant shall provide sufficient information to demonstrate compliance with the primary residency requirement as outlined in Section 769.01(g);~~

(2) The legal owner or owners of the property, including mailing address, telephone number, and email address. If the property owner is a corporation or partnership, the applicant shall provide the name of the entity set forth exactly as shown on in articles of incorporation as well as the mailing address, telephone number, and email address of an individual who is the statutory agent, president, or managing individual, the state in which the company is incorporated or registered, and the entity or corporation number;

(3) The names and addresses of any other short-term rental located in City of Parma Heights that the applicant or property owner has any interest in, including, but not limited to, ownership, licensure, or management;

(4) Name of the short-term rental host, including mailing address, telephone number, and email address;

(5) The number of guestrooms in service at the short-term rental;

(6) The names of all hosting platforms that are used by any short-term rental host;

(7) Proof of liability insurance for the rental unit;

(8) Set forth any known, non-obvious or concealed condition, whether man-made or artificial, which may present a danger to the short-term rental guest(s);

(9) The contact information, including a telephone phone number, of a local person with the responsibility to resolve any complaints regarding the condition, operation or maintenance of the dwelling unit; and

(10) Set forth the trash and recycle collection days for the property and any applicable rules and regulations pertaining to leaving or storing trash on the exterior of the property.

(c) The applicant must notify the Department of Public Service of any change in information contained in the permit application within ten days of the change.

(d) Any change in ownership of the building, the dwelling or the business, or change in name of the short-term rental host shall void the current permit and shall require submission of a new application and the issuance of a new permit.

(e) A short-term rental shall be assigned an individual permit account number that must be prominently displayed within the unit. The permit shall be displayed but removed upon expiration. The short-term host failing to display the permit is in violation of Section 769.99. The short-term host found to be operating with an expired permit is in violation of Section 769.99.

(f) At least monthly, the short-term rental host or his/her designated agent or custodian shall inspect the dwelling. The short-term rental host or his/her designated agent or custodian shall immediately notify the owner of any condition existing thereupon which is in violation of any housing, building, health or sanitation provision of the Parma Heights Codified Ordinances.

(g) The Director of Public Service may direct or cause each short-term rental, or any part thereof, to be inspected annually for maintenance violations. The fee for such inspection shall be as set forth in Chapter 1321 of the Parma Heights Codified Ordinances.

(h) The Director of Public Service shall notify the applicant in writing of any decision to deny a short-term rental permit. The applicant may file a notice of appeal from said denial to the Board of Zoning Appeals pursuant to Chapter 1139 of the Parma Heights Codified Ordinances. All decisions of the Board of Zoning Appeals shall be final, subject to further administrative appeal and review pursuant to R.C. § 2506.02.

(Ord. 2024-91. Passed 3-10-25.)

769.05 SHORT-TERM RENTAL HOST - REQUIREMENTS.

(a) Short-Term Rental Host Requirements. A short-term rental host shall be the owner of the dwelling. The short-term rental host must provide one form of proof of identity, and two pieces of evidence that the dwelling is the host's primary residence or two pieces of evidence the host is the owner of the dwelling.

(1) One short-term rental permit per short-term rental operation may be issued.

(2) The short-term rental host must provide written notice to the short-term rental guest of:

A. Any known, non-obvious or concealed condition, whether man-made or artificial, which may present a danger to the short-term rental guest(s);

B. The contact information, including a telephone number, of a local person with responsibility to resolve any complaints regarding the condition, operation or maintenance of the dwelling unit;

C. Set forth the trash and recycle collection days for the property and any applicable rules and regulations pertaining to leaving or storing trash on the exterior of the property. The owner shall provide proper trash and recycling containers for the transient guest(s).

(3) Smoke detectors shall be provided and maintained adjacent to each sleeping area in each dwelling unit as required in this chapter.

(4) One or more carbon monoxide detection devices shall be installed and maintained as close to the center of the dwelling unit and within close proximity to the living and sleeping areas of the dwelling unit.

(5) Occupancy shall be limited to two individuals per bedroom within the dwelling unit.

(6) Rentals for thirty or more consecutive days by the same guest(s) will not be subject to short-term rental regulations.

(7) Compliance with all other applicable provisions of the Parma Heights Codified Ordinances related to residential housing.

(8) All short-term rental hosts must obtain liability insurance for the short-term rental or provide proof that the short-term rental and short-term rental host are named insured under the hosting platform's liability of insurance in the amounts set forth below. Each short-term rental shall at all times maintain the following insurance coverage meeting all of the following requirements: A general liability insurance policy or certificate that shall provide the minimum coverage:

A. Not less than one million dollars ($1,000,000). Such policy or certificate must be issued by an insurance company that is admitted to do business in the State of Ohio or by an eligible surplus lines company or risk retention group.

B. The policy or certificate shall provide notice of cancellation of insurance to the Department of Public Service at least ten days prior to cancellation.

C. Any cancellation of insurance required by this section shall result in an automatic revocation of the respective short-term rental permit.

(b) Records Required.

(1) A short-term rental host that offers a short-term rental shall retain records to demonstrate compliance with this section, including, but not limited to, primary residency, the name of the short-term rental guest responsible for the reservation and/or who rented the unit on each night, dates and duration of stay in a short-term rental, and the rate charged for each short-term rental on each night.

(2) A short-term rental host that provides units for short-term rental use shall retain records for a period of at least four years.

(3) If a request to inspect the records is denied, any officer or employee of the division of police, division of fire department of building may seek an administrative search warrant from a court of competent jurisdiction authorizing said inspection.

(Ord. 2024-91. Passed 3-10-25.)

769.06 GENERAL DEVELOPMENT STANDARDS.

The following development standards apply to short-term rentals.

(a) Uses Permitted in Single-Family Detached Dwellings. Short-term rentals shall not be allowed in any detached structure, or in a garage. Only minimal interior modifications of said single-family dwelling shall be permitted in the original architectural style of the house for safety purposes only. Interior modifications of the size of bedrooms and baths shall be permitted.

(b) Occupation of Premises by Owner. Such owner shall be the record owner of no less than fifty percent interest of the property in question.

~~(c) Compliance with Fire Protection Standards; Certificates Required. Certificates of compliance from the Parma Heights Fire Department shall be required for approval of a request for a conditional use permit for short-term leases. The following fire protection standards shall be continually met during the term of the conditional use permit, and shall be certified to exist by the City Fire Prevention Officer at the inception of the conditional use permit and annually thereafter:~~

~~(1) There shall be a fire inspection;~~

~~(2) There shall be ten-pound ABC extinguishers per floor;~~

~~(3) Electrical work shall conform to current residential standards according to the current version of the National Electric Code; and~~

~~(4) No portable heating devices shall be allowed in sleeping rooms.~~

~~(d) Consecutive Nights. Each paying guest may stay at a property designated as a short-term rental property for not more than twenty-nine consecutive nights at any single visit.~~

~~(e) Kitchen Facilities. Only one kitchen facility shall be permitted per structure for which a conditional use permit is granted to operate a short-term rental. No cooking facilities of any type shall be permitted in individual guest quarters, and no food shall be served in guest quarters.~~

~~(f) Bathrooms. A minimum of one full bathroom, including tub or shower, toilet and sink, shall be required for every two guest rooms, to be available for the exclusive use of short-term rental paying guests.~~

~~(g) Owner Requirements. The owner must maintain current guest registration records which contain the following information about each guest: The guest's name, address, signature, and dates of accommodation. The registration records shall be kept on file for four years and upon request by any authorized City official, shall be made available for inspection by such City official during regular business hours or in case of an emergency.~~

~~(h) Nuisance Conditions; Revocation or Suspension of Permits. Short-term rentals shall not be permitted to create or continue a nuisance under either state or local law, and a conditional use permit shall be revoked or suspended by the City whenever the operation endangers, offends or interferes with the safety or rights of others so as to constitute a nuisance.~~

~~(i) Guest Rooms. There shall be no more than three guest rooms within a single-family dwelling that are utilized by short-term rental customers. A guest room shall contain no less than 100 square feet of living space, not including closets.~~

~~(j) Parking. One off-street parking space shall be provided for each guest room consistent with the restrictions set forth in Section 351.14 of the Parma Heights Codified Ordinances. Such off-street parking spaces shall be provided in an existing driveway, behind the existing building line, or in a garage.~~

~~(k) Signage. One on-premises, flat sign against the dwelling shall be permitted for each short-term rental, not to exceed three square feet in area. The sign shall not be internally illuminated. No window display or signboard shall be allowed.~~

~~(l) Security. Outdoor security cameras must be provided and operational. Security camera footage shall be kept for a period of thirty days. No security lighting shall be permitted which reflects or is directed out of the yard of the owner of the short-term rental.~~

~~(m) Exits. In addition to the requirements of the Residential Code of Ohio, a minimum of two exits from the short-term rental area at the level of exit discharge shall be provided.~~

~~(n) Location. No short-term rental shall be permitted within 500 feet of a school or recreational facility.~~

~~(Ord. 2024-91. Passed 3-10-25.)~~

~~769.07 REQUIRED INFORMATION.~~

~~A resident approved to offer short-term rentals shall be subject to annual inspection, and inspection at other times upon reasonable notice to the owner. In addition to the requirement set forth in Section 769.03 above, an application for and, if requested, renewal of, a conditional use permit to engage in the business of short-term rental establishment shall be accompanied by the following information:~~

~~Short-Term Rental.~~

~~(a) Proof of commercial general liability insurance, with limits of not less than one million dollars ($1,000,000) per occurrence, for bodily injury and property damage arising in any way from the issuance of the permit. Each policy of insurance shall be used by an insurer authorized to do business in the State of Ohio; and include a provision requiring thirty days advance notice to the City prior to cancellation or lapse of the policy. The owner shall maintain the insurance required under this section in full force and effect for the duration of the permit period. A single violation of this subsection shall result in revocation of the permit;~~

~~(b) A statement as to whether the owner or any controlling person has ever been convicted in any jurisdiction of any felony;~~

~~(c) Proof that the owner has legal title to the property on which the establishment is located;~~

~~(d) A copy of an evacuation diagram.~~

~~(Ord. 2024-91. Passed 3-10-25.)~~

~~769.08 TRANSFER OF SHORT-TERM RENTAL PERMIT NOT PERMITTED.~~

~~(a) No permit under this chapter shall be transferable to another individual, corporation, firm, partnership, association, organization or other group acting as a unit.~~

~~(b) No permit under this chapter shall be transferable to another short-term rental operation.~~

~~(Ord. 2024-91. Passed 3-10-25.)~~

~~769.09 DISCRIMINATION PROHIBITED.~~

~~An owner, permanent occupant, short-term rental host, or operator shall not:~~

~~(a) Decline a transient guest or short-term rental guest based on race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status; impose any different terms or conditions based on race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status; or~~

~~(b) Post any listing or make any statement that discourages or indicates a preference for or against any transient guest or short-term rental guest on account of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status.~~

~~(Ord. 2024-91. Passed 3-10-25.)~~

~~769.10 OTHER PROHIBITED ACTS.~~

~~It shall be unlawful for any person engaged in the business of short-term rentals to:~~

~~(a) Exceed the scope of the permit, as set forth in this chapter;~~

~~(b) Allow occupancy of the establishment or any part thereof to exceed one person per 125 feet of floor area, excluding elevators, stairways or other shaft enclosures;~~

~~(c) Rent any sleeping room in the establishment for thirty-one or more consecutive days to any person other than members of the owner's family as defined in Parma Heights Zoning Ordinance;~~

~~(d) Use or permit the use of a hot plate, coffee maker or other cooking device in any sleeping room or bathroom;~~

~~(e) Permit any criminal activity or public nuisance to take place on the premises. If an owner knows or suspects that any criminal activity or public nuisance is taking place on or immediately adjacent to the premises, the owner shall immediately notify the Parma Heights Police Department of such fact, and shall cooperate with the Parma Heights Police Department in any investigation that may ensue; or~~

~~(f) Knowingly make any false or misleading statement about such person's criminal background in connection with any application submitted pursuant to this chapter. A single violation of this subsection shall result in permit revocation;~~

~~(g) Utilize any apartment or apartment building, regulated by Chapter 711 of the Parma Heights Codified Ordinances, as a short-term rental.~~

~~(Ord. 2024-91. Passed 3-10-25.)~~

~~769.99 PENALTY.~~

~~Whoever violates Section 769.10 is guilty of wrongful rental/use of residential property, a misdemeanor of the third degree. A second violation of this chapter is a misdemeanor of the second degree. Any violation of this chapter that represents a third or further violation shall be a misdemeanor of the first degree. A separate offense shall be deemed committed each day a violation occurs or continues.~~

~~(Ord. 2024-91. Passed 3-10-25.)~~

ORDINANCE NO. 2025 - 62

AN ORDINANCE AMENDING SECTION 1171.01 OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the Administration desires to amend Section 1171.01 of the Parma Heights Codified Ordinances~~.~~; and

WHEREAS, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of this Ordinance in order to regulate short-term rental operations within the City of Parma Heights, Ohio; and

WHEREAS, pursuant to the Parma Heights Codified Ordinances, this Council has conducted a public hearing regarding this amended Ordinance.

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 1171.01 of the Codified Ordinances is hereby 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 necessary for the immediate preservation of the public health, peace, and safety of this Municipality, and for further reason that it is necessary to address concerns to protect the health, safety, welfare, peace, and comfort of the citizens of the City of Parma Heights; 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: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

EXHIBIT A

1171.01 PERMITTED USES.

Within any Class A District no building, structure or premises shall be used or arranged or designed to be used, except for one or more of the following uses:

(a) A single-family dwelling;

(b) Accessory uses customarily incident to the foregoing permitted use.

~~(c) Short-term rentals as a conditional use, subject to all requirements of Chapter 1135 of the Parma Heights Codified Ordinances. In addition, short-term rentals must meet all requirements of Chapter 769 of the Parma Heights Codified Ordinances.~~

(Ord. 1953-29. Passed 6-1-53; Ord. 2024-91. Passed 3-10-25.)

RESOLUTION NO. 2025 - 86

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 Administration has reviewed and recommends 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: _____ _____
CLERK OF COUNCIL 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 Parma Heights, 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, 2026 at 12:00AM through December 31, 2026 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 Eighty-One Thousand Nine Hundred Dollars ($81,900.00) 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; NOTWITHSTANDING any Ohio Attorney General Opinion to the contrary AND by the negotiated terms of this agreement all hospital, medical, dental and related similar expenses incurred for the individual prisoner shall be wholly the responsibility of the 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 ($428.00 per day for lessees with annual exclusive agreements or $504.00 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 ($214.00 per day);
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

Each individual signing this Agreement warrants that he/she is duly authorized to execute the agreement on behalf of the entity.

_____ _____

Lessee [Municipality/Village] Date

By: Marie Gallo

[Printed Name]

Its: Mayor of Parma Heights, Ohio

Approved as to form: _____

Thomas A. Kelly, Law Director
City of North Royalton

Approved as to form: _____

Law Director
Municipality/Village

ORDINANCE NO. 2025 - 87

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A FUND ENTITLED "COMPENSATED ABSENCES FUND", FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code Section 5705.13(B) allows for the establishment of a fund for the purpose of accounting for the accumulation of resources for the payment of accumulated sick leave and vacation leave, and for payments in lieu of taking compensatory time off, upon the termination of employment, or the retirement of officers and employees of the City.

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 City of Parma Heights is hereby authorized to create and maintain Fund No. 6904 – Compensated Absences Fund. This fund is to be used to account for the accumulation of resources for the payment of accumulated sick leave and vacation leave and eligible unused compensatory time off upon retirement or termination of employees.

Section 2: That the Administration is hereby directed to forward a certified copy of this Ordinance to the Auditor of State and to request approval of the creation of said fund.

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: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason that it is immediately necessary to create this fund in the near future for the operation of the administrative departments of the City; wherefore, this Ordinance shall be in full force and effect immediately upon 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

ORDINANCE NO. 2025 - 88

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A FUND ENTITLED "PAYROLL STABILIZATION FUND", FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code Section 5705.13(B) allows for the establishment of a fund for the purpose of accounting for the accumulation of resources for the payment of salaries during any fiscal year when the number of pay periods exceeds the usual and customary number of pay periods; and

WHEREAS, this fund may accumulate resources for payment of salaries during any fiscal year when the number of pay periods exceeds the usual and customary number of pay periods.

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 City of Parma Heights is hereby authorized to create and maintain Fund No. 6905 – Payroll Stabilization Fund. This fund is to be used to account for the accumulation of resources for the payment of salaries during any fiscal year when the number of pay periods exceeds the usual and customary number of pay periods.

Section 2: That the Administration is hereby directed to forward a certified copy of this Ordinance to the Auditor of State and to request approval of the creation of said fund.

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: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason that it is immediately necessary to create this fund in the near future for the operation of the administrative departments of the City; wherefore, this Ordinance shall be in full force and effect immediately upon 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

RESOLUTION NO. 2025 – 89

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH FABRIZI TRUCKING & PAVING CO., INC., AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined the need for and recommends the services of Fabrizi Trucking & Paving Co., Inc., in the form identified in Exhibit "1", attached hereto, and made a part hereof as though fully rewritten, for improvements necessary to facilitate the City's dog park; and

WHEREAS, Council may authorize the personal services and contract between the City of Parma Heights and Fabrizi Trucking & Paving, Co. Inc., in the form identified in Exhibit "1", attached hereto, and made a part hereof as though fully rewritten, without advertising for bids and without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter.

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 and directed to enter into a contract between the City of Parma Heights and Fabrizi Trucking & Paving Co., Inc., in the form identified in Exhibit "1", attached hereto, and made a part hereof as though fully rewritten, and to expend funds in the contract amount in satisfaction of the contract.

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 the further reason it is necessary for the City to utilize the expertise and resources of Fabrizi Trucking & Paving Co., Inc. to assist the City with the creation of the new dog park in a timely manner to meet funding deadlines; wherefore, this Resolution shall be in full force and effect immediately upon 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 1

CONTRACT

This contract made this ____day of November 2025, by and between Fabrizi Trucking & Paving Co., Inc., hereinafter called the Contractor and the City of Parma Heights, hereinafter called the City and/or City.

WITNESSETH: That the Contractor and City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF THE WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the:

Scope of Services as defined and described by Proposal dated 10/31/25 and attached as Exhibit A.

ARTICLE II – ADDITIONAL SERVICES

Should the providing of any additional services outside the general scope of this Agreement become necessary, any such additional required services outside the general scope of this Agreement will be separate from Article I – Scope of the Work, and will be considered an Optional Service that may be undertaken only upon prior written authorization by the City.

ARTICLE III - THE CONTRACT PRICE

The City shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided herein current funds, the Contract Prices computed as follows:

Contract Price as defined and described by Proposal dated 10/31/25 and attached as Exhibit A.

The Contractor covenants and agrees to pay to all persons and corporation furnishing materials or rendering services in connection with the performance of the contract, and any person or corporation furnishing such materials or rendering such services may, as provided by Section 10A of the Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended, maintain an action to recover for the same under said labor and material payment bond as though such person or corporation were named therein, provided that action is brought within one year after the time the cause of action shall have occurred.

ARTICLE IV - PAYMENT

The City shall make payments on account of the Contracts as therein provided as follows:

Contractor shall submit an Invoice for payment by the City upon final completion of the

Scope of Work for the Project. Upon the City's inspection and acceptance of Contractor's performance, the City shall pay the Contract Price to the Contractor within thirty (30) days.

1. The City shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the City.

2. The Contractor will indemnify and save the City or the City's agents harmless from claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract documents by the City to the Contractor, and City shall not be liable to the Contractor for any such payments made in good faith.

3. The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his subcontractors. Insurance coverage specified herein and in the special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain at this own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the performance of the work.

ARTICLE V - TIME OF COMPLETION

The work to be performed under this Contract shall be commenced as soon as possible, not later than November ___, 2025 and shall proceed and be completed seasonally, not later than December 29, 2025.

The Contractor agrees with the City that time is of the essence in the completion of the work included in the Contract, and Contractor specifically agrees that such work will be completed within the time specified in the Contract.

ARTICLE VI - COMPONENT PART OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if therein attached:

1. Contract
2. General Information – Proposal dated 10/31/25 attached as Exhibit A

In the event that any provisions in any of the above component parts of this Contract conflict with any provisions in any other part of the component parts, the provision in the component parts first enumerated above shall govern over any other component parts which follows it numerically, except as may be otherwise specifically stated.

ARTICLE VII – SUSPENSION OF SERVICES

The City may order the Contractor to suspend, delay, or interrupt all or any part of the services for such period of time as the City may determine to be appropriate for the convenience of the City.

If the performance of all or any part of Contractor's services are for an unreasonable period of time suspended, delayed, or interrupted by an act of the City, or by the City's failure to act within a time period specified in this Agreement (or if no time is specified, within a reasonable time) an appropriate extension of time for the performance of the services necessary as a result of such suspension, delay, or interruption, shall be permitted by the City and the Agreement shall be modified in writing accordingly.

ARTICLE VIII - PREVAILING WAGE REQUIREMENTS

The Contractor and all its subcontractors must pay a rate of wages which shall not be less than the rate of wages so fixed and established as the prevailing wage rate. The Contractor and all its subcontractors shall comply strictly with the wage provisions of this Agreement. Wage Rates are documents required for Prevailing Wage Rate requirements.

This Contract is or may be subject to the Wage Enforcement provisions of the Codified Ordinances of Parma Heights. These provisions require that any person who has an agreement with the City or with a Contractor or Subcontractor of that person shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 106 of the Codified Ordinances of Parma Heights against the person, Contractor, or Subcontractor to the City within thirty (30) days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement or reduce the incentives or subsides to be provided under this Agreement and to seek other remedies.

ARTICLE IX - ARBITRATION CLAUSE

The Contractor and the City agree that any controversy or claim arising out of, or related to this Agreement, or the breach thereof, shall be settled by Arbitration in accordance with the construction Industry Arbitration Rules and the Expedited Dispute Settlement Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise; provided, however, that, subject to the reasonable control of the Arbitrator as to manner and time, and so as not to delay in any way the resolution of the dispute, the Parties shall have the right to utilize those means of discovery available to litigants under the Ohio Rules of Civil Procedure and, subject to the consent of the Arbitrator, which consent shall not be unreasonably withheld, may present testimony of witnesses by way of deposition. Unless the Parties mutually agree otherwise, the arbitration panel shall consist of one attorney-at-law knowledgeable in the areas of real estate and construction law. The Arbitration decision shall be binding upon both the Contractor and the City, and judgment upon the award rendered by the Arbitrator or Arbitrators may be entered in any Court having jurisdiction thereof. Notice of the request for Arbitration should be sent to the other Party hereto and to the Cleveland office of the American Arbitration Association.

ARTICLE X – INSURANCE

The Contractor shall comply with all workers' compensation laws of the State of Ohio and shall carry General Liability and Comprehensive Auto Liability Insurance. Contractor shall provide the City with copies of its Certificate of Coverage.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-mentioned.

CONTRACTOR:	CITY:
_____	_____
Dustin Prebish, Fabrizi Trucking & Paving Co., Inc.	Marie Gallo, Mayor of the City of Parma Heights
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

EXHIBIT A

FABRIZI TRUCKING & PAVING CO, INC.

20389 First Ave., Middleburg Heights, OH 44130

OFFICE: Tel (440) 973-4929 Fax (440) 234-2844

SHOP: Tel (440) 234-1284 Fax (440) 234-2844

10/31/25

Attn: Bob Sepik **Location**: Parma Hts.
Subject: Install water service and meter vault for proposed dog park.

Fabrizi Trucking & Paving Co., Inc. will provide all labor, equipment and material to perform the following scope of work:

DECRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
INSTALL METER VAULT AND 2" SERVICE LINE	LS	1	$ 48,735.00	$ 48,735.00

Notes

- The above price is includes the following.
  - Mobilization
  - Materials supplied to CWD to construct meter.
  - Installation of vault and meter.
  - Drill and install 2" service line.
  - Install 2" valve at end for future connection of fountain.
  - Backfill, seed, and straw disturbed locations.
  - Replace asphalt section that is disturbed.
- The price does not include the following.
  - Permits or fees, this includes both municipalities and CWD.
  - If the grass seed required on the athletic fields differs from our deluxe mix, the seed will need to be provided.

Thanks, and please let me know if you have any questions.

Dustin Prebish
Dustin@fabrizi-inc.com
Fabrizi Trucking & Paving Co., Inc.
Office – 440-973-4929
Cell – 440-829-7030

Approved By _____ Date _____

ORDINANCE NO. 2025 – 90

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A SERVICE AGREEMENT WITH USI INSURANCE SERVICES LLC ("USI"), AND DECLARING AN EMERGENCY

WHEREAS, the Administration recommends entering into a Service Agreement with USI Insurance Services LLC ("USI") to manage the benefits program of the City to ensure that all aspects of the benefits program are handled both efficiently and effectively, to provide advice and assistance on matters that arise in the day-to-day administration of the benefits program, and to recommend and procure coverages for the benefits program; and

WHEREAS, Council may authorize the personal services described in the Service Agreement between the City of Parma Heights and USI, in the form identified in Exhibit "1", attached hereto, and made a part hereof as though fully rewritten, without advertising for bids and without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter.

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

Section 1. The Administration is authorized and directed to enter into a Service Agreement between the City of Parma Heights and USI, in the form identified as Exhibit "1", attached hereto, and made a part hereof as though fully rewritten, and to expend funds for personal services in satisfaction of the Service Agreement.

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

Section 3. This Ordinance is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality and for the further reason that the benefits program services are necessary to procure coverage and to administer the program without disruption; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

EXHIBIT 1

USI Insurance Services
1001 Lakeside Avenue
Suite 1200
Cleveland, OH 44114
www.usi.com
Tel: 216.591.0088

CLIENT SERVICE AGREEMENT

This Client Service Agreement ("Agreement") is made and entered into this 01 day of October 2025 ("Effective Date"), by and between USI Insurance Services LLC ("USI"), and City of Parma Heights ("Client").

WHEREAS USI is duly licensed to engage in the insurance business for the purposes set forth herein, and.

WHEREAS Client desires to engage the services of USI upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the following lines of insurance coverage and for which Client agrees to retain USI as its Broker of Record:

All Lines of Benefits Related Insurance

2. SERVICES

USI agrees to provide to Client the following insurance brokerage services:

As noted in Exhibit A.

The above-referenced services shall be rendered by USI to Client pursuant to the terms of this Agreement. Any additional services requested by Client shall be negotiated by the parties under separate written agreement.

3. COMPENSATION

USI will be compensated for the services outlined in this Agreement through the payment of an annual fee by Client (the "Annual Fee"). The Annual Fee for the Initial Term (as defined in Section 6) of this Agreement is set forth below:

The Annual Fee will be billed as below in four quarterly invoice installments due on December 1, February 1, April 1, and July 1.

10/01/2025 - 12/31/2026: $24,506.79 due and payable in quarterly installments of $6,126.70
01/01/2027 - 12/31/2027: $25,241.99 due and payable in quarterly installments of $6,310.50
01/01/2028 - 12/31/2028: $25,241.99 due and payable in quarterly installments of $6,310.50

The Annual Fee payable by Client is in addition to any commissions received from insurance companies on Ancillary Products. The commission is usually a percentage of the premium you pay for your

insurance policy, and it is paid by the insurance company. At your request, we will provide you with a detailed statement regarding our compensation on your account and the way the compensation is calculated. The amount of premium you pay for a policy may change over the term of the policy.

Contingent, supplemental, or bonus commissions

It is possible that some of the insurance companies from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. This is indirect compensation that does not affect the rate charged to Client. At your request, USI will provide you with a detailed statement regarding our compensation on your account and how the compensation is calculated.

4. ADDITIONAL THIRD-PARTY SERVICES

Additional service(s) may be available from third parties, not affiliated with USI for additional fee(s) and may be subject to separate agreements between Client and the third-party vendor.

5. BROKERAGE INTERMEDIARIES

USI may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of your insurance coverages, when in USI's professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with USI. The compensation of such intermediaries is not included in USI's compensation under this Agreement and will be paid by insurers out of paid premiums. The compensation paid to USI's affiliates will be disclosed to you prior to binding any coverages on your behalf.

6. TERM AND TERMINATION

6.1. Term. The initial term of this Agreement shall be 10/01/2025 and shall terminate on 12/31/2028 (the "Initial Term") and may be renewable upon mutual agreement of the parties in a written document executed by both parties. Upon termination of this Agreement for any reason, all Protected Health Information provided by Covered Entity to USI or created or received by USI on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.

6.2. Termination. Either party shall have the right to terminate this Agreement upon 30 days' written prior notice to the other. In the event of termination prior to expiration, USI shall be entitled to a monthly pro-rata fee for the services rendered prior to the date of termination, which will consequently reduce the Annual Fee in the year of the early termination.

7. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in Section 2 above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

8. ADDITIONAL SERVICES

Additional services are available for additional compensation and subject to the negotiation of separate agreements or by addendum to this Agreement. Such services may include, but are not limited to:

- Human resources advisory services
- Claims audits
- Interactive online Client services
- Non-benefits insurance brokerage, risk management, and risk financing advice
- Executive benefits

9. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers and administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

10. MISCELLANEOUS

USI is not named a fiduciary with respect to any plan for which it may provide services. It is not intended by the Client or USI that any services performed by USI under this Agreement shall include any fiduciary duties or make USI a fiduciary of any plan maintained by the Client.

To the extent required by applicable law, USI will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information it receives, and which are designed to help protect such information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on your behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. USI advises Client to consult with its legal counsel as to how these laws impact you and your employees, Client's plan, our contemplated engagement, and disclosure of information to USI. Client represents that it has the authority and all rights, authorizations, approvals, and consents required to disclose its employees' and their beneficiaries' information to USI for USI's use in performing its services for you and your employees. Client further represents that USI's use of this information to perform services for you and your employees does not and will not violate any privacy notice or other policy issued by you or any benefit program you maintain, or any applicable law.

Moreover, because USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this agreement.

11. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures,

or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of State of Ohio, without regard to its conflict of laws principles.

13. SELECTION OF ISSUING INSURANCE COMPANY

USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement.

14. CONFIDENTIAL INFORMATION

"Confidential Information" shall mean non-public information revealed by or through a party to this Agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing

A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.

B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with Disclosing Party. The Receiving Party further agrees to return to Disclosing Parry all Confidential Information received hereunder upon written request, therefore.

C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.

D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate

protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

E. This Agreement is and shall be governed by Ohio public records law. Nothing in this Agreement shall be construed to conflict with or contradict R.C. 149.43 and caselaw interpretations thereof.

F. Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

USI Insurance Services LLC	City of Parma Heights
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

EXHIBIT A
INSURANCE BROKERAGE SERVICES

Plan Review & Analysis

- Monthly financial review and claims analysis
- Negotiate with all carriers to contain plan cost
- Annual benchmarking
- Contribution strategy and financial model
- Calculate incurred but not reported claims (IBNR) two times per plan year
- 90-120-day renewal commitment
- 6 Month pre-renewal analysis
- Ancillary Plan Review
- Peer to peer review with the carrier underwriters
- Fully insured and alternate funding review
- Prepare and execute RFP and marketing analysis of all lines of coverage
- Pharmacy and PBM analysis
- Leverage relationships and negotiating current and future pricing
- Recommend qualified insurers and vendors

Employee Communications

- Provide communication materials and facilitate Open Enrollment Meetings (virtual/onsite)
- Annual legal notices included
- USI Benefit Resource Center for employee claim and eligibility issues
- Provide client intranet site content
- Webex, Brainshark, and open enrollment presentations

Vendor Relations

- Direct all communication with vendors
- Management of service representation
- Expedite carrier complaint resolution
- Negotiate contract and performance guarantees
- Early renewal commitment, market leverage

Population Health/Wellness

- Meet with or implement Client Population Health Committee
- Identify, integrate, coordinate, and consult with wellness vendors based on business needs
- Review large claims with USI Medical Director as needed
- Develop incentive strategy
- Disease management programs as needed
- Predictive modeling review
- Wellness program design and implementation
- Employee education and engagement strategy

Compliance/Legal

- Federal, state, and local updates
- Compliance Alerts
- Annual compliance notifications for employees
- Affordable Care Act updates and analysis
- SPD's, wrap documents through ERISAPros
- HIPAA updates through HIPAA NOW
- Signature-ready 5500 forms through Wrangle
- Reporting and disclosure requirements
- Eligibility definitions and non-discriminatory requirements
- Webex, webinars & seminars
- Extraterritorial state monitoring
- Healthcare Reform impact guidance and analysis

Client Service Relationship

- Ensure prompt follow-up to calls and e-mail communications
- Evaluate team for compatibility
- Protect confidential information
- Population Health Management program design, reporting, and analysis

Client Management Services

- Monthly financial review and claims analysis
- Mid-Year projections and underwriting review
- Annual service and renewal planning
- Annual Stewardship meeting review
- Form 5500 data development
- Technology consulting and support
- HR/benefits department assistance – HIPAA, FMLA, ERISA, ACA
- NYAP/USI Performance Scorecard

Annual Timeline

- Develop Annual Service Calendar that will serve as the main document for achievement of specific plan year milestones and goals.

Carrier Negotiations & Renewal

- Manage vendor selection process
- Manage the renewal process for all lines of coverage
- Calculate COBRA rates
- Funding analysis and stop loss placement
- Conduct competitive marketing and secure pricing

Strategy & Design & Development

- Develop benefit philosophy
- Develop implementation plan
- Advise on national and local Marketplace and emerging trends

Plan Renewal or Transition Management

- Establish renewal plan and timeline
- Manage carrier plan specification upload
- Obtain records and files and meet with current insurance carriers
- Review plan contracts
- Review and prepare enrollment guides and web content
- Ancillary coverage management
- As needed schedule meetings with City of Parma Heights, USI, carrier partners

RESOLUTION NO. 2025 – 91

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AGREEMENTS TO SECURE INSURANCE COVERAGE FOR THE EMPLOYEES OF THE CITY OF PARMA HEIGHTS WITH MEDICAL MUTUAL OF OHIO, AND DECLARING AN EMERGENCY

WHEREAS, proposals were received by the City's insurance broker, USI Insurance Services LLC, for the purchase of various insurance coverages for the City of Parma Heights for the period beginning January 1, 2026 through December 31, 2026; and

WHEREAS, it is the recommendation of the Administration that it is in the City's best interest to accept the proposal from Medical Mutual of Ohio for all of the existing insurance coverages, including medical, dental, vision, and stop loss.

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

Section 1. That the Administration is authorized to enter into agreements with Medical Mutual of Ohio for the period of January 1, 2026 through December 31, 2026 for the provision of insurance coverage and monthly premium rates, subject to increases or decreases approved by the Administration, identified in 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 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 immediately necessary for the public peace, health, and safety of the Municipality and for the further reason that it is immediately necessary to continue insurance coverage for City employees beyond December 31, 2025; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

EXHIBIT A

MEDICAL MUTUAL®

CITY OF PARMA HEIGHTS
SELF FUNDED
MINIMUM PREMIUM RENEWAL RATES
Effective January 1, 2026, through December 31, 2026

$100,000 Specific Stop Loss; Incurred any prior, Paid in 12
120% of Expected Paid Claims; Incurred any prior, Paid in 12; No Loss Carry Forward

Experience Period: July 1, 2024, through June 30, 2025		MEDICAL	DRUG	DENTAL	TOTAL
ESTIMATED INCURRED CLAIMS		$1,958,958	$417,782	$94,759	$2,471,499
CLAIMS OVER SPECIFIC STOP LOSS LIMIT		($337,215)	($778)	N/A	($337,993)
CLAIMS TO ANNUALIZE		N/A	N/A	N/A	N/A
BENEFIT/ENROLLMENT CHANGES		$9,568	N/A	N/A	$9,568
CREDIBILITY & RISK ADJUSTMENTS		$316,727	$45,341	($6,759)	$355,309
APPLICABLE TREND		1.1513	1.2252	1.0301	1.1607
	# months	18.0	18.0	18.0	
	Annual	9.85%	14.50%	2.00%	10.43%
PROJECTED NET INCURRED CLAIMS		$2,242,776	$566,465	$90,649	$2,899,890
PROJECTED NET PAID CLAIMS		$2,209,807	$565,615	$89,724	$2,865,146
DEPOSIT LIABILITY		$2,651,768	$678,738	N/A	$3,330,506
CHANGE IN		-0.52%	12.65%	N/A	1.91%
TERMINAL LIABILITY		$435,529	$32,580	$0	$468,109
CHANGE IN		1.54%	12.67%	0.00%	2.25%
STOP LOSS		$720,101	$11,979	N/A	$732,080
CHANGE IN PERCENT		14.65%	9.90%	N/A	14.57%
CHANGE IN ANNUAL DOLLARS		$91,997	$1,079	N/A	$93,076
ADMINISTRATION & ADD ON FEES		$76,273	$10,952	$6,764	$93,989
CHANGE IN PERCENT		5.90%	1.70%	4.00%	5.25%
CHANGE IN ANNUAL DOLLARS		$4,248	$183	$260	$4,691

Based on projected average enrollment of:

	MEDICAL	DRUG	DENTAL
Single	29	26	29
Employee + Spouse	15	13	14
Employee + Child	5	5	5
Employee + Children	4	4	3
Family	50	49	50
Total	103	97	101

The Affordable Care Act imposes taxes and fees on insurers and group plan sponsors. As a group plan sponsor, the law states that you are responsible for calculating and directly paying the Patient-Centered Outcomes Research Institute (PCORI) fee, which is subject to change each year. We are happy to provide data as needed for your calculations.

ORDINANCE 2025 – 92

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, 2026 TO AND INCLUDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY

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, 2026 to and including December 31, 2026, the following sums set forth in the form identified as "Exhibit A", attached hereto and made a part hereof by reference as if fully rewritten, are set aside and appropriated.

Section 2. That the Director of Finance is authorized to draw 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 the 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. This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality and for the further reason that said Ordinance must be enacted as soon as possible to authorize payment, and to maintain the full faith and credit of the Municipality; wherefore, it shall be in full force and effect immediately after its passage by Council and approved by the Mayor.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

Exhibit A

City of Parma Heights	Original 2026 Appropriations
General Fund	
Police	
Personal Services & Benefits	$5,445,185
Other Operations & Maintenance	$975,000
	$6,420,185
Fire	
Personal Services & Benefits	$4,648,774
Other Operations & Maintenance	$480,000
	$5,128,774
Safety	
Personal Services & Benefits	$525,500
Other Operations & Maintenance	$501,425
	$1,026,925
Health	
Other Operations & Maintenance	$186,932
	$186,932
Recreation	
Personal Services & Benefits	$174,549
Other Operations & Maintenance	$6,667
	$181,216
Building	
Personal Services & Benefits	$689,689
Other Operations & Maintenance	$105,000
	$794,689
Economic Development	
Personal Services & Benefits	$0
Other Operations & Maintenance	$132,500
	$132,500
Basic Utility Services	
Personal Services & Benefits	$0
Other Operations & Maintenance	$2,001,850
	$2,001,850

Exhibit A

City of Parma Heights	Original 2026 Appropriations
Mayor	
Personal Services & Benefits	$312,527
Other Operations & Maintenance	$17,500
	$330,027
Council	
Personal Services & Benefits	$196,447
Other Operations & Maintenance	$22,500
	$218,947
Planning/Zoning	
Other Operations & Maintenance	$4,000
	$4,000
Finance	
Personal Services & Benefits	$604,769
Other Operations & Maintenance	$474,900
	$1,079,669
Mayor's Court	
Personal Services & Benefits	$158,872
Other Operations & Maintenance	$31,150
	$190,022
Custodial	
Personal Services & Benefits	$14,486
Other Operations & Maintenance	$24,350
	$38,836
Law	
Personal Services & Benefits	$211,680
Other Operations & Maintenance	$69,300
	$280,980
General Government	
Personal Services & Benefits	$0
Other Operations & Maintenance	$700,000
Transfers - Out	$3,245,000
	$3,945,000
Total General Fund Disbursements	**$21,960,552**

Exhibit A

City of Parma Heights	Original 2026 Appropriations
SCMR Fund	
Personal Services & Benefits	$1,915,115
Other Operations & Maintenance	$850,000
	$2,765,115
State Highway	
Other Operations & Maintenance	$85,000
	$85,000
Cemetery	
Other Operations & Maintenance	$0
	$0
Parks Maintenance Fund	
Personal Services & Benefits	$563,515
Other Operations & Maintenance	$275,000
	$838,515
Senior Center Fund	
Personal Services & Benefits	$454,787
Other Operations & Maintenance	$105,000
	$559,787
CDBG	
Other Operations & Maintenance	$150,000
	$150,000
FEMA Grant Fund	
Other Operations & Maintenance	$0
	$0
Drug Enforcment Trust	
Other Operations & Maintenance	$0
	$0
Law Enforcement Trust Fund	
Other Operations & Maintenance	$20,000
	$20,000

Exhibit A

City of Parma Heights	Original 2026 Appropriations
Dare Fund	
Other Operations & Maintenance	$0
	$0
Law Enforce Training	
Other Operations & Maintenance	$0
	$0
Police Donations (PACT)	
Police - Other Expense	$0
	$0
Permissive Fund	
Other Operations & Maintenance	$125,000
	$125,000
Police Pension Fund	
Employers Share	$777,806
	$777,806
Fire Pension Fund	
Employers Share	$796,727
	$796,727
Coronavirus Relief Fund	
Other Operations & Maintenance	$0
	$0
Mayor's Court Computer Fund	
Other Operations & Maintenance	$5,000
Capital Outlay	$0
	$5,000
Indigent Driver Fund	
Other Operations & Maintenance	$0
	$0
Ambulance Billing Fund	
Other Operations & Maintenance	$65,000
Transfers - Out	$1,000,000
	$1,065,000

Exhibit A

City of Parma Heights	Original 2026 Appropriations
School Zone Safety	
Personal Services & Benefits	$140,844
Other Operations & Maintenance	$250,000
Transfers - Out	$1,500,000
	$1,890,844
Opioid Settlement	
Other Operations & Maintenance	$0
Capital Outlay	$0
	$0
Special Bond Retirement Fund	
Debt Principal & Interest	$6,107,253
Other	$0
	$6,107,253
Capital Improvement Fund	
Capital Outlay	$851,500
	$851,500
Capital Projects Fund	
Other Operations & Maintenance	$0
Capital Outlay	$1,385,000
	$1,385,000
Medical Self Insurance Fund	
Medical Payments	$3,600,000
	$3,600,000
Fleet Maintenance Fund	
Employee Expense	$461,710
Other Expense	$585,000
	$1,046,710
Worker's Compensation Fund	
WC Payments	$250,000
	$250,000
Total Appropriations 2026	**$44,279,809**

Exhibit A

City of Parma Heights — **Original 2026 Appropriations**

Schedule of Transfers

Fund		Fund
From	**To**	
General Fund	SCMR	$1,500,000.00
General Fund	Senior	$150,000.00
General Fund	Police	$625,000.00
General Fund	Fire	$650,000.00
General Fund	Recreation	$320,000.00
EMS	GF	$1,000,000.00
School Zone Safety	GF	$1,500,000.00