City of Parma Heights
Council Meeting

6281 Pearl Road
Monday, January 26, 2026
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: JANUARY 12, 2026 – CITY COUNCIL

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: NONE AT THIS TIME

PUBLIC SESSION

MISCELLANEOUS BUSINESS

ADJOURN TO EXECUTIVE SESSION TO PREPARE FOR, CONDUCT, AND/OR REVIEW NEGOTIATIONS AND/OR BARGAINING SESSIONS WITH PUBLIC EMPLOYEES CONCERNING THEIR COMPENSATION AND/OR OTHER TERMS AND CONDITIONS OF THEIR EMPLOYMENT

LEGISLATION:

Third Reading

1) **ORDINANCE NO. 2025 - 96**
AN ORDINANCE AMENDING SECTION 1193.01 ENTITLED "YARD STRUCTURES AND LANDSCAPE FEATURES" OF THE PARMA HEIGHTS CODIFIED ORDINANCES

2) **ORDINANCE NO. 2025 – 104**
AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF PARMA FOR PUBLIC SAFETY DISPATCH SERVICES AND TO EXPEND FUNDS, AND DECLARING AN EMERGENCY

Second Reading

3) **RESOLUTION NO. 2026 - 1**
A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, WITH CONDITIONS, PURSUANT TO CHAPTER 1135 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS TO PERMIT THE BUSINESS KNOWN AS 6671 PEARL ROAD, LLC TO ALLOW A DRIVE THROUGH FACILITY, AND DECLARING AN EMERGENCY, AS AMENDED

4) **ORDINANCE NO. 2026 - 2**
AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CUYAHOGA COUNTY BOARD OF HEALTH TO PROVIDE PHASE II STORMWATER SERVICES FOR THE CITY OF PARMA HEIGHTS FOR THE YEARS 2026-2030, AND DECLARING AN EMERGENCY

First Reading

5) **ORDINANCE NO. 2026 - 3**
AN ORDINANCE APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. [PATROL OFFICERS], AND DECLARING AN EMERGENCY

ADJOURNMENT

ORDINANCE NO. 2025 - 96

AN ORDINANCE AMENDING SECTION 1193.01 ENTITLED "YARD STRUCTURES AND LANDSCAPE FEATURES" OF THE PARMA HEIGHTS CODIFIED ORDINANCES

WHEREAS, the Council Utilities and Streets Committee is recommending the revision of Section 1193.01 of the Parma Heights Codified Ordinances; and

WHEREAS, this Council desires to adopt the recommendation of its Utilities and Streets Committee.

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 1193.01 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", which is attached hereto and incorporated by reference.

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

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

EXHIBIT A

1193.01 YARD STRUCTURES AND LANDSCAPE FEATURES.

(a) Yard structures such as fences, trellises, walls, and landscape features such as hedges, trees and shrubs, may be permitted along the side or rear yards. Such structures and landscape features are permitted along the side and rear lot line to a maximum height of six feet. Wood fences shall be treated with wood preservative or painted and well maintained. The finished side of the fence shall be toward the neighbor.

(b) No person shall construct or install any wall, fence or other structure on any property without first making an application and obtaining a permit therefor from the Building Department. The applicant must submit a sketch showing the location, height, type of fence and distance from structures of abutting property owners. The application must be accompanied by the base application fee of fifty dollars ($50.00) plus twenty-five cents ($0.25) per running lineal foot.

(1) The City does not assume the responsibility of any encroachments or defining of any property lines. The property owner is responsible for ensuring the accuracy and proper placement of the fence.

(2) The Director of Public Service shall give due regard to safety factors and effect on neighborhood property values, along with other applicable requirements of the Building Code.

(c) No fence, hedge, trellis or other device used to mark boundary lines around a property, or within the property line, exceeding six feet in height, shall be erected, altered, reconstructed or relocated on any lawn adjacent to any boundary line of any lot or parcel of land, or any part thereof in the City. Permitted fences in residential districts shall include the following types: picket, ranch, board on board, chain link (top rail bar required), PVC material, split rail and stockade. Masonry walls of brick, random stone or ashlar, coursed stone or ashlar, or decorative block are permitted, subject to the approval of the Director of Public Service. Necessary drainage and/or drain tile shall be installed to ensure proper drainage. Prohibited fences include panel fences where panels are made of plastic, metal or fiberglass, wire mesh fences which have openings between the wires of larger than four inches, individual strand-type wire fences, basket weave and barbed wire. No fence or supporting structure shall be installed in an easement or swale.

(d) Post spacing shall not exceed eight feet. All post holes should be a minimum of 30 inches deep for four-foot-high fences and 36 inches deep for fences higher than four feet, up to six feet. All terminal, corner and gate posts should be set 36 inches deep.

(e) Post holes should be at least four inches larger in diameter than the largest dimension of the post. All terminal, corner and gateposts should be set in concrete.

(f) Fences shall be permitted only in rear yards. If a residential structure has a side entrance, the fence shall be no further towards the street than three feet past the side entrance on the driveway side of house. The fence shall be no further towards the street

than the rear of the residential structure on the non-driveway side of the residential structure.

(g) The height of any fence shall be measured using the average elevation grade at the front of the building.

(h) Erection or positioning of yard structures acting as a barrier, including but not limited to, any wall, fence, hedge, shrub, tree, other structure, or other growth, on a corner lot shall not start any closer to the street than the setback of the house and not less than two feet off the sidewalk on the side of the existing property. The yard structure, including but not limited to, any wall, fence, hedge, shrub, tree, other structure, or other growth, on the non-street side of the property shall be no further toward the street than the rear of the residential structure, and in no case shall it extend any further toward the street than five feet past the side door, if any, on the non-street side of the property.

(i) No fence, including any invisible fence, shall be erected from the sidewalk line of any property to the front projection of the building thereof, otherwise defined as the building setback line. Nothing contained in this section shall apply to shrubbery for decorative purposes, which in no event shall be permitted to grow above three feet in height when more than 15 feet from the intersection of a driveway with the public sidewalk, or 18 inches in height when less than 15 feet from the intersection of a driveway with a public sidewalk. Any trees within a side yard shall have the branches trimmed so as to provide a minimum distance of eight feet from the ground to the lowest branches when such branches are located within 15 feet of the intersection of a driveway with a public sidewalk.

(j) The supporting posts of fences, hedges, trellises or other devices used to mark or establish boundary lines around property, or within the property line, where posts are necessary, shall be erected on the side of the property being fenced. In other words, posts shall be erected on the inside of the fence, hedge, trellis, etc., and not on the outside of the fence.

(k) This section shall apply to public facility, retail, office, commercial and industrial lots, except for such lots, fences in excess of six feet in height may be approved by the Planning Commission in order to more adequately screen such lots from the view of adjacent residential property.

(l) Decorative open fencing may be constructed in a front yard and shall not exceed 30 inches in height and shall be set back a minimum of five feet from the front of the property. No chain-link, board on board or stockade fence is permitted in a front yard. Decorative fencing shall not be continuous in construction or in any way enclose the front yard.

(m) Treated wood fences must comply with current EPA regulations, or the corresponding provisions of subsequent legislation.

(Ord. 2002-12. Passed 4-8-02; Ord. 2006-18. Passed 6-12-06; Ord. 2006-18. Passed 6-12-06; Ord. 2010-13. Passed 5-10-10; Ord. 2018-33. Passed 8-1-18; Ord. 2024-45. Passed 6-24-24.)

ORDINANCE NO. 2025 – 104

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF PARMA FOR PUBLIC SAFETY DISPATCH SERVICES AND TO EXPEND FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights strives to maximize services for the community while minimizing expenditures; and

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract and/or agreement with another municipal corporation, upon any terms agreed upon, for police protection services; and

WHEREAS, in 2015, the City of Parma Heights and the City of Parma entered into a Cooperative Agreement to establish a Consolidated Communication Center in Parma, Ohio, and proceeded pursuant to a three (3) year cooperative agreement; and

WHEREAS, in 2018 and in 2020, the Cities entered into Addendums to the Agreement; and

WHEREAS, Parma Heights and Parma are now proposing a Cooperative Agreement to Maintain the Parma Regional Dispatch Center (PRDC), as described in Exhibit "A", attached hereto and made a part hereof as if fully rewritten.

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 Cooperative Agreement to Maintain the Parma Regional Dispatch Center (PRDC) with the City of Parma, as described in Exhibit "A", attached hereto and made a part hereof as if fully rewritten.

Section 2: The Administration is further authorized to expend funds for the portion of costs for the operation of the PRDC that are allocated to the City of Parma Heights, including, if necessary, expenditures that are retroactive to the effective date of January 1, 2026.

Section 3: That Council hereby authorizes the Administration to execute any further documents and/or contracts, including any amendments approved by the Mayor, and to take any further actions necessary to carry out the agreement.

Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary in order to enter into this Agreement in a timely manner to avoid any disruption in safety services; 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

EXHIBIT A

COOPERATIVE AGREEMENT TO MAINTAIN THE PARMA REGIONAL DISPATCH CENTER

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a mutual aid contract with another municipal corporation, upon any terms agreed upon, for police protection services; and

WHEREAS, in 2015 the City of Parma and the City of Parma Heights entered into a Cooperative Agreement to establish a Consolidated Communication Center in Parma and proceeded pursuant to a three (3) year cooperative agreement; and

WHEREAS, in 2018, the Cities entered into an Addendum to the Agreement; and

WHEREAS, in 2020, the Cities entered into a further Modification and Extension of the Agreement; and

WHEREAS, in 2025, the Cities propose the following Cooperative Agreement to Maintain the Parma Regional Dispatch Center (PRDC); and

NOW, THEREFORE, BE IT AGREED by the City of Parma (Parma) and the City of Parma Heights (Parma Heights) to enter into a Cooperative Agreement (Agreement) to provide for the acquisition, equipping, operation, and maintenance of the Parma Regional Dispatch Center, a consolidated communications center according to the following terms and conditions:

ARTICLE I: Public Safety Dispatch Services

A. DURATION OF AGREEMENT

This Agreement shall commence on or near January 1, 2026, and continue for three (3) years until December 31, 2028, and further subject to termination and/or extension pursuant to Article II.

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a method to fund the equipping, operation and maintenance of the consolidated PRDC to improve cost-effectiveness of operations and public safety in general. Parma agrees to dispatch Parma Heights Police and Fire Department calls on a twenty-four (24) hour basis to authorized personnel of the Parma Heights Police and Fire Departments and other public safety resources (such as animal control, traffic division) and to provide communication support and services/systems directly related to that function.

C. ESTABLISHMENT OF THE CENTER

The operations of the PRDC will be directed by The City of Parma.

The City of Parma shall be responsible for establishing and maintaining a budget for the PRDC, and policies, procedures and protocols for its operation, taking into consideration recommendations from Parma Heights and any other participating Cities. The PRDC will meet each year to cover any requirements under this Agreement, as well as any recommendations proposed by any participating City, including, but not limited to, financial review under subsection C.4. herein below.

1. FACILITY – Parma will be responsible for providing a suitable space for the efficient operation of the PRDC. Parma will retain ownership and be responsible for ongoing maintenance of the building.

2. EQUIPMENT – Parma has, with the support of Parma Heights, fully equipped PRDC as a state-of-the-art consolidated regional dispatch center with capacity to maintain emergency communications systems.

   Parma Heights will provide and be responsible for all necessary equipment to receive dispatch services in the field including radios, mobile data terminals, video cameras and any other communication equipment. Parma Heights acknowledges that Parma may incur additional costs in the future for upgrading, repairing or replacing PRDC equipment that benefits Parma Heights.

   The Parties agree that notice of non-emergency capital expenditures which may impact Parma Heights shall be provided ninety (90) days prior to implementation.

   In the event that additional municipalities join the system, the Parties agree to renegotiate Parma Heights' share of future capital expenditure.

   Parma Heights will be solely responsible for their own user fees for such services as LEADS, CAD, and RMS.

3. PERSONNEL – Parma will seek recommendations from Parma Heights and additional participating Cities, if any, to update the requirements for the position of PRDC Director. Parma will have ultimate responsibility for the hiring and managing of PRDC personnel.

4. PAYMENT FOR DISPATCH SERVICES – Parma Heights, in consideration of the provision of dispatch services outlined herein, agrees to pay Parma in the amount of:

2026	$472,378.32	per annum
2027	$503,082.91	per annum
2028	$535,783.30	per annum

   Parma Heights shall notify Parma of its intention to make payments monthly, quarterly, semi-annually or annually. Parma acknowledges such payment options and further agrees to permit Parma Heights to exercise and/or alternate among

various payment options.

The Parties agree to meet directly by September 1st of each calendar year to evaluate the sufficiency of payments for future dispatch services and to discuss, in good faith, any proposed changes, whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs distribution, changes in workloads, economies of scale, and labor costs.

PRDC will maintain record of calls for service and dispatch associated with Parma, and with Parma Heights, and if appropriate, further differentiate between Fire, Police and other calls by category. The Parties agree to evaluate dispatch records in order to estimate the volume and percentage of calls for service arising in Parma Heights by comparison to calls arising in Parma and any other participating cities and/or total calls for service. In addition, Parma will maintain annual record of operating costs as budgeted and incurred for PRDC including all operating expenses, personnel and equipment, for purposes of evaluating the annual payments by Parma Heights for dispatch services. Parma agrees to provide Parma Heights with access to financial records for PRDC operating costs, including any budgets and expenditure reports, for purposes of said evaluation.

If workload volume directly related to Parma Heights increases to the point that additional staffing becomes necessary, Parma may, but after consultation with Parma Heights, increase monthly fees, if announced by October 1st for the following calendar year. In the event that an increase in monthly fees becomes necessary the increase shall be capped at 15% of the proposed monthly fee increase.

Notwithstanding, the Parties further agree that the foregoing monthly payments shall increase, as necessary, to cover any additional expenses including contractual wage increases, health insurance increases, and other personnel-related costs associated with Parma's cost of employing the additional dispatch personnel necessary to provide dispatch services to Parma Heights. Parma shall notify Parma Heights, in writing, of any proposed additional expenses at least ninety (90) days prior to the effective date of any increase in payment to Parma for dispatch services. In the event that an increase in monthly payments becomes necessary the increase shall be capped at 15% of the proposed monthly payment increase.

Should an additional city desire to consolidate dispatch services into the Parma center, all costs would be reevaluated by the parties on an operational cost basis.

5. PARMA DISPATCH CENTER RESPONSIBILITIES – Parma will take all necessary steps to ensure that the PRDC functions safely, efficiently, and effectively for all users. To achieve such results, Parma will utilize and implement all necessary technological and equipment updates. Any cost affiliated with said updates will be allocated in accordance with the terms herein.

6. NO OBLIGATION TO RESPOND/NO LIABILITY – This Agreement is not intended to and shall not be construed to require Parma to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire, EMS basis, not to otherwise provide law enforcement services for events that occur in Parma Heights. In this regard, Parma shall have no liability or responsibility for the actions, errors, omissions, or negligence of Parma Heights Police or Fire safety forces or service personnel in responding to dispatch calls taken through the dispatch center. Parma Heights shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Parma may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

ARTICLE II: Termination

TERM/TERMINATION – This Agreement shall remain in effect for an initial term of three (3) years, but may be renewed from year to year, and/or for a successive term of three (3) years by mutual agreement of the parties. This Agreement is subject to termination upon six (6) months advance written notice by either party served on or before July 1st, effectively terminating the Agreement on or about December 31st, with or without cause, for any reason or no reason. Upon notice of termination, the Parties shall cooperate with transition and maintain PRDC operations pending successful completion of transition of dispatch services.

ARTICLE III: Public Records

PUBLIC RECORDS – The Parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, in responses to public records requests and with regard to determination of record retention schedules. Notwithstanding this provision, the Parties agree that nothing in this Agreement shall be construed as limiting a party from responding to a public record request in accordance with Ohio law. Processes will be established to enable Parma Heights to obtain access to its recordings of radio and telephone traffic.

ARTICLE IV: Notices

NOTICES – All notices required hereunder shall be in writing and delivered to the following addresses:

Parma:
Mayor Tim DeGeeter
6611 Ridge Road
Parma, Ohio 44129

Parma Heights:
Mayor Marie Gallo
6281 Pearl Road

Parma Heights, Ohio 44130

ARTICLE V: Certification of Funds

Ohio Revised Code Section 5705.41 requires Parma Heights to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection. Parma Heights and Parma acknowledge and agree that this Agreement may automatically renew and does not provide for a specified final term or end date.

Parma Heights, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Four Hundred and Seventy-Two Thousand, Three Hundred and Seventy-Eight Dollars and Thirty-Two Cents ($472,387.32), and shall recertify this Agreement each year for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds, the Agreement shall be recertified by the Treasurer or Finance Director of Parma Heights, and a copy of the additional certification shall be provided to Parma's Treasurer.

Failure to certify additional funds as required by this Agreement shall be grounds for immediate termination of this Agreement.

ARTICLE VI: Miscellaneous Provisions

1. This Agreement is solely intended to set forth certain arrangements for the provision of mutual aid where practicable. Therefore, the parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third-party beneficiary with rights under the Agreement. Moreover, there shall be no liability whatsoever upon 11 any Agency arising out of this Agreement, whether to other Agencies, third parties, or otherwise, for the Agency's failure to fully or partially respond to a call for assistance, whether due to the Agency's equipment and/or employees being otherwise engaged, exigent circumstances, or for any other reason.
2. Release. Each party agrees to release the other and not hold the other party liable for any claims, causes of action (including, but not limited to, negligence) or expenses of any kind or nature related to the Agreement. Neither party shall be required to indemnify nor to hold harmless the other party. The Parties shall have all defenses and immunities available by law, including but not limited to Chapter 2744 of the Ohio Revised Code.
3. Entire Agreement: This Agreement represents the entire and integrated Agreement between Parma and Parma Heights concerning the within subject, and supersedes all prior negotiations, representation or agreements, either written or oral.
4. Modification of Contract: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.
5. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

6. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the dispatch services without prior written expressed approval of the other party.
7. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.
8. Severability: If any provision of this Agreement, or any covenant, obligation, or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation, or agreement, shall be deemed to be effective, made, entered into, or taken in the manner and to the full extent permitted by law.
9. Other Similar Agreements by Parma: Nothing in this Agreement is intended to nor shall it serve to in any way limit the sole and unfettered discretion of the City of Parma to contract with other municipalities, townships, or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under the within Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below:

CITY OF PARMA

By: _____
Mayor Timothy J. DeGeeter

Date: _____

CITY OF PARMA HEIGHTS

By: _____
Mayor Marie Gallo

Date: _____

RESOLUTION 2026 – 1

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, WITH CONDITIONS, PURSUANT TO CHAPTER 1135 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS TO PERMIT THE BUSINESS KNOWN AS 6671 PEARL ROAD, LLC TO ALLOW A DRIVE THROUGH FACILITY, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, at its meeting on December 1, 2025, the Planning Commission conducted a public hearing regarding the approval of the Conditional Use Permit for the business known as 6671 Pearl Road, LLC to allow a drive through facility, with certain conditions; and

WHEREAS, at its meeting on December 1, 2025, the Planning Commission recommended to the City Council that the Conditional Use Permit for the business known as 6671 Pearl Road, LLC to allow a drive through facility, with certain conditions, be approved; and

WHEREAS, at its meeting on January 20, 2026, the Board of Zoning Appeals granted a variance for the business known as 6671 Pearl Road, LLC; and

WHEREAS, pursuant to Section 1135.06 (c) of the Codified Ordinances of the City of Parma Heights, a Conditional Use Permit shall be subject to the approval of the Council of the City of Parma Heights; and

WHEREAS, the Conditional Use Permit is approved, subject to the conditions that are set forth in "Council Resolution Exhibit A, as amended", attached hereto and incorporated as if fully rewritten.

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

Section 1: The Council adopts the recommendation of the Planning Commission and grants a Conditional Use Permit to 6671 Pearl Road, LLC to allow a drive through facility at 6671 Pearl Road, Parma Heights, Ohio in the West 130th Mixed-Use District.

Section 2: The Conditional Use recommended by the Planning Commission is approved subject to the General Criteria set forth in Section 1135.07 of the Codified Ordinances of the City of Parma Heights, ~~and~~ conditions recommended by the Planning Commission, a variance granted by the Board of Zoning Appeals, and any further conditions set forth by Council.

Section 3: The Conditional Use recommended by the Planning Commission, the variance granted by the Board of Zoning Appeals, and any further conditions set forth by Council, are ~~is~~ set forth in "Council Resolution Exhibit A, as amended" which is attached hereto and incorporated as if fully rewritten.

Section 4: The approval of this Conditional Use Permit shall be valid only for the use and the operation of the use specified and the breach of any condition, safeguard, or requirement shall

constitute a violation of the Planning and Zoning Code, and the conditional use permit may be revoked if the established conditions for approval are violated.

Section 5: 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 6: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of this Municipality, and for the further reason it is necessary to facilitate 6671 Pearl Road, LLC's investment in the community expeditiously; 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

COUNCIL RESOLUTION EXHIBIT A, as amended

6281 Pearl Road Parma Heights, Ohio 44130 440-884-9607

IN THE MATTER OF:

APPLICATION OF 6671 PEARL ROAD, LLC FOR A CONDITIONAL USE PERMIT TO OPERATE A DRIVE-THRU FACILITY IN ASSOCIATION WITH A PERMITTED PRINCIPAL OR CONDITIONAL USE AT 6671 PEARL ROAD, PARCEL NUMBER 473-25-003, PARMA HEIGHTS, OHIO IN **WEST 130TH MIXED USE DISTRICT**

ACKNOWLEDGEMENT AND UNCONDITIONAL ACCEPTANCE AND AGREEMENT TO CONDITIONS AS SET FORTH IN EXHIBITS 1 AND 2

On _____ __, 2026, the Council of the City of Parma Heights approved the recommendation of the Planning Commission to grant the Conditional Use Permit of 6671 Pearl Road, LLC. [EX. 1]. The Planning Commission's recommendation was conditioned on a number of items, including a variance granted by the Board of Zoning Appeals. A variance was granted by the Board of Zoning Appeals. [EX. 2].

Pursuant to Section 1135.07 of the Codified Ordinances of the City of Parma Heights when a permit for a conditional use is granted by the Council subject to conditions, **the grantee shall, in writing within ten days following such Council action, acknowledge such approval and unconditionally accept and agree to such conditions.**

I understand that pursuant to Section 1135.08 of the Codified Ordinances of the City of Parma Heights that;

(a) Conditional use approval shall authorize a particular conditional use on the specific parcel for which it was approved. Approval of a conditional use, pursuant to this chapter, shall be valid only for the use and the operation of such use as specified when granted by the Planning Commission. The breach of any condition, safeguard, or requirement shall constitute a violation of this Planning and Zoning Code.

(b) A conditional use permit issued pursuant to this chapter shall be valid only to the applicant to whom the permit is issued, unless the new owner agrees to all conditions, safeguards and requirements in the conditional use permit and a transfer of such permit is approved by the Chief Building Official.

(c) The conditional use approval shall expire six months from the date of enactment, unless:

(1) In the case of new construction, work upon the structure shall have begun above the foundation walls;
(2) In the case of occupancy of land, the use has commenced;
(3) As otherwise specifically approved by the Planning Commission at the time the conditional use approval is granted; or
(4) The Chief Building Official grants an extension for good cause shown, upon the request of the applicant.

(d) A conditional use permit may be considered abandoned and void if, for any reason, the conditional use is not conducted for more than six months.

Further, we understand that pursuant to Section 1135.09 of the Codified Ordinances of the City of Parma Heights that a conditional use permit may be revoked if the established conditions for approval are violated. The Chief Building Official is responsible for advising the Planning Commission of any violations, and the Planning Commission may then recommend to City Council that it revoke the conditional use permit.

Based on the foregoing we acknowledge the approval of the conditional use permit and unconditionally accept and agree to such conditions.

Signature: _____

Printed Name: _____

Title of Authority on Behalf of 6671 Pearl Road, LLC: _____

Date: _____

EXHIBIT 1

RECOMMENDATIONS FOR COUNCIL CONSIDERATION

IN THE MATTER OF:

APPLICATION FROM 6671 PEARL ROAD, LLC FOR A CONDITIONAL USE PERMIT TO ALLOW FOR A DRIVE THRU FACILITY BY CONDITIONAL USE AT 6671 PEARL ROAD, PARCEL NUMBER 473-25-003, PARMA HEIGHTS, OHIO IN THE WEST 130TH MIXED USE DISTRICT.

1. 6671 Pearl Road, LLC is authorized to conduct business in the State of Ohio with its principal place of business located at 6671 Pearl Road, parcel number 473-25-003, Parma Heights, Ohio.

2. The City of Parma Heights Planning Commission (the "Planning Commission") is the duly organized Planning Commission for the City of Parma Heights (the "City") operating pursuant to its Charter and the laws of the State of Ohio.

3. The aforementioned property is located within the West 130th Mixed Use District.

4. On October 31, 2025, 6671 Pearl Road, LLC submitted an Application for a Conditional Use Permit to the Planning Commission requesting approval for a Conditional Use Permit to allow for a drive-thru facility in association with a Permitted Principal or Conditional Use at 6671 Pearl Road, parcel number 473-25-003, Parma Heights, Ohio in the West 130th Mixed Use District.

5. A Public Hearing was scheduled on the Applicant's Conditional Use Permit for December 1, 2025. Notice of the Public Hearing was published in the Plain Dealer on November 14, 2025, and also posted on the City's website and at City Hall.

6. A public hearing was held on December 1, 2025, in conjunction with the Planning Commission's regular meeting, and the Planning Commission heard from the Applicant and City representatives regarding the application for a Conditional Use Permit by 6671 Pearl Road, LLC to allow for a drive-thru facility in association with a Permitted Principal or Conditional Uses.

7. Pursuant to Sections 1187.05 and 1187.06 of the Codified Ordinances, the aforementioned property lacks sufficient parking.

8. The applicant, pursuant to Section 1187.06(y) of the Codified Ordinances, presented evidence of undue hardship, requesting modification of off-street parking requirements due to unusual circumstances.

9. Based upon the presentations of both parties at the public hearing the Planning Commission recommends approval of the Conditional Use Permit for the business known as 6671 Pearl Road, LLC to allow for a drive-thru facility in association with a Permitted Principal or Conditional Uses.

10. Pursuant to Section 1187.06(y) of the Codified Ordinances, the Planning Commission further modifies off-street parking requirements at this site for this conditional use due to undue hardship and unusual circumstances.

11. The Conditional Use requested is recommended subject to compliance with the General Criteria set forth in Section 1135.07 of the Codified Ordinances of the City of Parma Heights. [Ex. A].

12. The Conditional Use requested is recommended subject to compliance with the General Criteria set forth in Section 1195.05(b) of the Codified Ordinances of the City of Parma Heights. [Ex. B]. Compliance specifically includes the elimination of one of the two driveway curb cuts (eastern) as located on Pearl Road, or in the alternative, duly-granted variances by the Board of Zoning Appeals to that same section. [See 1195.05(b)(3)].

13. The Conditional Use requested is also subject to the additional conditions recommended by the Director of Public Service and the Planning Commission. [Ex. C].

14. This recommended approval shall be valid only for the use and the operation of the use specified and the breach of any condition, safeguard, or requirement shall constitute a violation of the Planning and Zoning Code and the conditional use permit may be revoked if the established conditions for approval are violated.

15. This recommended approval is not final and is subject to the confirmation of the City Council, and if approved, all conditions shall be set forth expressly in a resolution of the Council granting the Conditional Use Permit.

16. In the event that a permit for a conditional use is granted by the Council subject to conditions, the grantee shall, in writing within ten days following such Council action, acknowledge such approval and unconditionally accept and agree to such conditions.

Jim McCall, Chairman

Bill Litten

Joe Sepich

Lesley DeSouza, Council Representative

Zachary Humphrey

EXHIBIT A

1135.07 GENERAL CRITERIA FOR CONDITIONAL USES.

A conditional use, and uses accessory to such conditional use, shall be permitted in a district only when specified as a conditional use in such district, and only if such use conforms to the following criteria. Furthermore, the Planning Commission shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence that:

(a) The conditional use in the proposed location will be harmonious and in accordance with the purpose, intent and basic planning objectives of this Planning and Zoning Code and with the objectives for the district in which located;

(b) The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare;

(c) The conditional use will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not essentially change the character of the same area;

(d) The proposed building or use will not result in the destruction, loss, or damage of any feature determined by the Planning Commission to be of significant natural, scenic, or historic importance;

(e) The hours of operation of the proposed use are similar to a use permitted in the district;

(f) The conditional use will not be hazardous or disturbing to the existing and future use and enjoyment of property in the immediate vicinity for the uses permitted, nor substantially diminish or impair property values within the neighborhood;

(g) The establishment of the conditional use in the proposed location will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

(h) Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

(i) Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets;

(j) The establishment of the conditional use should not be detrimental to the economic welfare of the community by creating excessive additional requirements at public cost for public facilities such as police, fire and schools;

(k) There is minimal potential for future hardship on the conditional use that could result from the proposed use being surrounded by uses permitted by right that may be incompatible;

(l) The design and arrangement of circulation aisles, parking areas, and access drives shall be in compliance with the regulations set forth in Chapter 1191.

EXHIBIT B

1195.05 COMMERCIAL USE-SPECIFIC REGULATIONS.

(b) Drive-Thru and Drive-In Facilities, in Association with a Permitted Principal or Conditional Use.

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

(2) Loud speaker systems shall be approved as part of the site plan and shall not create a nuisance for adjacent properties.

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

(4) Interconnecting circulation aisles between parcels shall be provided when practicable.

(5) The Planning Commission may impose restrictions on the hours of operation.

EXHIBIT C

In addition to the requirements of Chapter 1135, these additional conditions shall be required for compliance with the Conditional Use Permit. The goal of these requirements is to prevent any misunderstanding regarding the City's intent to ensure that the high standards required of all Parma Heights businesses continue to be maintained.

These requirements are as follows:

1. Replacement of existing chain link fence with six (6) foot board lumber, cedar privacy fence. Plans and permit must be approved by the Building Department.
2. Compliance and satisfaction of all specifications in the artist's rendering of the Applicant's architect to the satisfaction of the Building Department.

EXHIBIT 2

CITY OF PARMA HEIGHTS
BOARD OF ZONING APPEALS
HEARING NO. 2026-01

APPELLANT: 6671 Pearl Road, LLC, 6671 Pearl Road, Parma Hts., OH 44130

HEARING DATE: January 20, 2026

TIME: 6:00 PM PLACE: Parma Hts., City Hall 6281 Pearl Rd

IN ATTENDANCE:

Jack Gilbride	✓
Dan Paxson	✓
Mark Podany	—
Lindsey Dumbauld	—
Matthew DeSouza	✓

APPELLANT: **6671 Pearl Road, LLC**

APPEAL OF:

1. **1195.05 COMMERCIAL USE-SPECIFIC REGULATIONS:**

(b) Drive-Thru and Drive-In Facilities, in Association with a Permitted Principal or Conditional Use.

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

Required: one access drive per street frontage.
Existing: one access drive on Maplewood Drive and two access drives on Pearl Road.
Variance Request: one existing access drive on Maplewood Drive and two existing access drives on Pearl Road.

DECISION

APPEAL GRANTED

BOARD OF ZONING APPEAL'S POSITION AND COMMENTS:

Variance is granted.

X _____
Chairperson, Board of Zoning Appeals

ORDINANCE NO. 2026 - 2

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CUYAHOGA COUNTY BOARD OF HEALTH TO PROVIDE PHASE II STORMWATER SERVICES FOR THE CITY OF PARMA HEIGHTS FOR THE YEARS 2026-2030, 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. The Administration of the City of Parma Heights is authorized and directed to execute on behalf of the Municipality a Memorandum of Understanding (MOU) with the Cuyahoga County Board of Health, to provide for the City's authority and consent to have the County perform Phase II Stormwater Services to the City of Parma Heights, Ohio during the years 2026-2030, in accordance with Exhibit "A", attached hereto and made a part hereof by reference as if fully rewritten.

Section 2. This Council finds and determines that all formal 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 is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the Municipality, and for further reason it is necessary to enter into said MOU immediately to maintain the City's compliance with National Pollutant Discharge Elimination System (NPDES) permit requirements for stormwater management; 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

MEMORANDUM OF UNDERSTANDING

CUYAHOGA COUNTY BOARD OF HEALTH AND THE CITY OF PARMA HEIGHTS AUTHORITY AND CONSENT TO PROVIDE PHASE II STORMWATER SERVICES IN 2026 - 2030

This Memorandum of Understanding ("MOU") is entered into by and between The Cuyahoga County Board of Health ("CCBH") and The City of Parma Heights (“City”), both separate political subdivisions of the State of Ohio.

WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

WHEREAS: In response to the implementation of the US EPA’s Phase II Stormwater Regulations on March 10, 2003, CCBH developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS: Each municipality within Northeast Ohio has been issued an MS4 permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS: The Northeast Ohio Regional Sewer District (“NEORSD” or “The District”), pursuant to the authority of Ohio Revised Code Chapter 6119 adopted the Stormwater Management Code as part of the District’s Code of Regulations (“Title V”) and is authorized to provide and contract for overall Stormwater Management of the Regional Stormwater System within the jurisdiction of NEORSD; and

WHEREAS: Title V requires NEORSD, on behalf of the municipalities within its jurisdiction to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member municipalities; and

WHEREAS: Section 5.0502 of Title V requires the District to provide Phase II stormwater regulation support services to member communities of the District with Ohio EPA’s National Pollutant Discharge Elimination System (“NPDES”) General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measures (MCMs) #1, #2, #3, and #6; and

WHEREAS: Recently, the District passed resolution 249-25 authorizing an agreement with the CCBH for services in support of NEORSD member communities’ compliance with the Ohio EPA’s NPDES General Permit for Municipal Separate Storm Sewer Systems; and

WHEREAS: Pursuant to the agreement between CCBH and NEORSD, the District recognizes CCBH as a service provider for the implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS: In order for CCBH to provide the above described services to municipalities within the NEORSD jurisdiction, CCBH must contract with those municipalities that are part of the NEORSD jurisdiction in order to obtain consent and authority to perform these services; and

WHEREAS: City has authority to grant consent and authority to CCBH for the purposes of performing the services outlined herein; and

WHEREAS: Both parties desire to enter this MOU agreement for the purposes outlined herein.

Now therefore, in consideration of the mutual promises and conditions set forth herein, BOARD and the CITY (each, a "Party" and collectively, the "Parties") agree as follows:

A. PROJECT DESCRIPTION

The Board and the City have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations programming;

B. SCOPE OF WORK

1. The Board will need to verify the City's previously identified Municipal Separate Storm Sewer System (MS4) outfall locations and update any outfall information that has changed, during the 2026-2030 contract period.

2. The Board will monitor the City's designated MS4 outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample all flowing outfall locations that are within the District's RSMP area for E. coli. The MS4 outfall locations will be inspected/sampled once during the 2026-2030 contract period.

3. The Board will provide an annual training presentation on Good Housekeeping/Pollution Prevention for Municipal Operations and related best management practices, as well as illicit discharges, for the City's employees. This training will be coordinated with the City annually during the 2026-2030 contract period.

4. The Board will conduct a site inspection of the community's municipal operation facilities annually during the 2026-2030 contract period and will provide a completed report.

5. The Board will provide the City an annual summary of the work that was performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination and MCM #6: Good Housekeeping/Pollution Prevention for Municipal Operations to be included in the City's Phase II Stormwater Annual Report to the Ohio EPA.

6. The City will provide aid in opening storm sewer manholes where and when deemed necessary for the purpose of sample collections, upon 24 hours' notice by the Board.

C. COOPERATION STATEMENT

The City of Parma Heights shall cooperate with the Board by providing maps, assistance, and direction for the Board to obtain access and/or samples for testing purposes;

D. COMPENSATION.

The City shall have no obligation to pay the Board for the Scope of Work or services performed identified in Section B.

E. INDEPENDENT CONTRACTOR.

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law. The entire cost and expense of these services will be provided by NEORSD to the Board.

F. EFFECT OF ELECTRONIC SIGNATURE

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

G. TERM AND TERMINATION

The term of this Agreement begins on January 1, 2026 and ends December 31, 2030, unless extended by the parties by agreement in writing. Either party may cancel this Agreement, for cause, with sixty (60) days' written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the parties prior to completion, the Board, within thirty (30) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation.

I. MISCELLANEOUS TERMS

a. Waivers and Amendments. The waiver by either Party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. This MOU may be modified or amended only via a writing signed by both Parties.

b. Assignment. Neither Party shall have the right to assign this MOU to any third party. Any such attempted assignment will be null and void.

c. Complete Agreement; Integration. This MOU contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.

d. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this MOU, neither Party shall unlawfully discriminate on the basis of race, sex, pregnancy, religion, disability, age, national origin, or color.

e. No Third Party Beneficiaries. This MOU does not and is not intended to confer any rights or remedies upon any party other than the City and The Board.

f. Statutory Immunity. Nothing contained in this Agreement is intended as a waiver of any statutory immunity either party may enjoy pursuant to R.C. 2744 et seq. and state law. Each party will be solely responsible for its own acts and omissions, and those of their employees.

g. Notices. All notices required or permitted under this MOU shall be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested, at the Party's address first set forth above, on behalf of the City, an additional copy shall be forwarded to the District. Such notices shall be effective when received.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

FOR THE BOARD:

_____
Roderick Harris, DrPH
Health Commissioner

Date: _____

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

By: _____

Date: _____

FOR THE CITY OF PARMA HEIGHTS:

_____
Mayor

Date:_____

Approved as to form.

By: _____
Director of Law

Date:_____

ORDINANCE NO. 2026 - 3

AN ORDINANCE APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. [PATROL OFFICERS], AND DECLARING AN EMERGENCY

WHEREAS, the parties have tentatively agreed to a Collective Bargaining Agreement, effective January 1, 2026 through December 31, 2028, between the City of Parma Heights and the Fraternal Order of Police, Ohio Labor Council, Inc. [Patrol Officers] with respect to terms and conditions of employment of certain employees in the Police Department 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: The Collective Bargaining Agreement with the Fraternal Order of Police, Ohio Labor Council, Inc. [Patrol Officers] attached hereto and incorporated herein as Exhibit "A", is adopted, ratified, and approved, and the Administration is authorized and empowered to execute and enter into said Collective Bargaining Agreement for and on behalf of the City of Parma Heights.

Section 2: All prior legislation inconsistent with this Ordinance in whole or in part is hereby repealed to the extent necessary to avoid conflict with this Ordinance.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4: This Ordinance is declared to be an emergency measure for the public peace, health, and safety of the Municipality, and for the further reason that the provisions of this Ordinance are immediately required in order to continue the highest possible level of efficiency and service of certain employees in the Police Department 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