City of Parma Heights
Council Meeting

6281 Pearl Road
Monday, November 23, 2026
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: NOVEMBER 9, 2026 – CITY COUNCIL

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: RECREATION UPDATE – COUNCILWOMAN PALMISANO

PUBLIC SESSION

LEGISLATION:

Third Reading

1. **ORDINANCE NO. 2026 – 86**
   AN ORDINANCE AMENDING SECTION 648.11 ENTITLED "DELIVERY HOURS" OF THE PARMA HEIGHTS CODIFIED ORDINANCES

2. **ORDINANCE NO. 2026 – 87**
   AN ORDINANCE AMENDING SECTION 648.14 PREVIOUSLY TITLED "NOISE FROM CONSTRUCTION OPERATIONS" OF THE PARMA HEIGHTS CODIFIED ORDINANCES

3. **ORDINANCE NO. 2026 – 88**
   AN ORDINANCE AMENDING SECTION 648.16 ENTITLED "SOUND AMPLIFYING DEVICES" OF THE PARMA HEIGHTS CODIFIED ORDINANCES

Second Reading

4. **RESOLUTION NO. 2026 – 89**
   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

5. **RESOLUTION NO. 2026 – 90**
   A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR ON-CALL CONSTRUCTION CONSULTING SERVICES WITH QUALITY CONTROL INSPECTION, INC. (QCI), AND DECLARING AN EMERGENCY

6. **RESOLUTION NO. 2026 – 91**
   A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORSD) AND THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

7. **ORDINANCE NO. 2026 – 94**
   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, 2027 TO AND INCLUDING DECEMBER 31, 2027, AND DECLARING AN

EMERGENCY

First Reading

8. **ORDINANCE NO. 2026 - 96**
   AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2026 TO AND INCLUDING DECEMBER 31, 2026, REPEALING ORDINANCE 2025-92, AND DECLARING AN EMERGENCY

9. **ORDINANCE NO. 2026 -97**
   AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO FINALIZE PAYMENTS FOR THE RESURFACING OF YORK ROAD FROM PEARL ROAD TO PLEASANT VALLEY IN THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

10. **RESOLUTION NO. 2026 – 98**
    A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR JANITORIAL SERVICES WITH JANI-KING OF CLEVELAND, AND DECLARING AN EMERGENCY

11. **RESOLUTION NO. 2026 – 99**
    A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH SINDYLA CONSULTING GROUP LLC, TO PROVIDE CONSULTING SERVICES FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

12. **RESOLUTION NO. 2026 - 100**
    A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ACCEPT AND EXPEND A GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT 2025 THROUGH THE OHIO OFFICE OF CRIMINAL JUSTICE SERVICES (OCJS) FOR THE PURCHASE OF POLICE IN-CAR RADIOS FOR USE BY THE PARMA HEIGHTS POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

13. **RESOLUTION NO. 2026 - 101**
    A RESOLUTION AUTHORIZING THE ADMINISTRATION TO PURCHASE POLICE IN-CAR RADIOS FROM CLEVELAND COMMUNICATIONS, INC. AT A STATE PURCHASE PRICE OF $249,857.49, AND DECLARING AN EMERGENCY

ADJOURNMENT

ORDINANCE NO. 2026 - 86

AN ORDINANCE AMENDING SECTION 648.11 ENTITLED "DELIVERY HOURS" OF THE PARMA HEIGHTS CODIFIED ORDINANCES

WHEREAS, the Council Ad Hoc Committee is recommending the revision of Section 648.11 of the Parma Heights Codified Ordinances; and

WHEREAS, this Council desires to adopt the recommendation of its Ad Hoc 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 648.11 of the Codified Ordinances as it previously existed 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: 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

648.11 DELIVERY HOURS.

(a) No person shall deliver merchandise or begin or continue to unload merchandise~~, or pick up or haul away rubbish or garbage~~ by truck from any ~~home, apartment or~~ commercial establishment within the City between the hours of ~~7:00~~ 9:00 p.m. and 7:00 a.m. of the following day on any day ~~except Sunday and at no time on Sunday~~. Notwithstanding the foregoing, if the location of the delivery of merchandise is more than 250 feet from a single-family or multi-family dwelling, and the delivery ~~and/or unloading of merchandise does not exceed ten minutes in duration, a same-day delivery between the hours of 7:00 p.m. and 9:00 p.m.~~ shall not be considered a violation of this section. No person shall pick up or haul away rubbish or garbage by truck from any home or apartment within the City between the hours of 9:00 p.m. and 7:00 a.m. of the following day on any day except Sunday and at no time on Sunday.

(b) No person delivering or picking up merchandise at any home, apartment or commercial establishment within the City shall permit the engine on his or her motor-propelled vehicle to idle in a stationary position for a period in excess of five ~~ten~~ minutes. The operator of such motor-propelled vehicle shall turn off the engine whenever the loading or unloading time exceeds five ~~ten~~ minutes in duration.

(c) Morning newspapers of general circulation are exempted from the delivery hours restriction set forth in division (a) of this section, provided that the delivery and/or unloading of the newspapers does not exceed five ~~ten~~ minutes in duration.

(d) Whoever violates any of the provisions of this section is guilty of a misdemeanor of the third degree.

(Ord. 1992-27. Passed 8-10-92.)

ORDINANCE NO. 2026 - 87

AN ORDINANCE AMENDING SECTION 648.14 PREVIOUSLY TITLED "NOISE FROM CONSTRUCTION OPERATIONS" OF THE PARMA HEIGHTS CODIFIED ORDINANCES

WHEREAS, the Council Ad Hoc Committee is recommending the revision of Section 648.14 of the Parma Heights Codified Ordinances; and

WHEREAS, this Council desires to adopt the recommendation of its Ad Hoc 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 648.14 of the Codified Ordinances as it previously existed 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: 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

648.14 NOISE AND DEBRIS FROM CONSTRUCTION OPERATIONS.

(a) No person shall operate or permit the operation of any tools or equipment in surface construction, drilling, building or demolition work between ~~11:00~~ 9:00 p.m. and 7:00 a.m. of the following day, or on Sundays or holidays, except for emergency work of public service utilities. Permitted operations shall be in compliance with the following:

(1) Operations shall be conducted to minimize the impact of noise and dust to persons in the vicinity of the work.

(2) All surface equipment shall be equipped with noise and dust suppressors.

A. Equipment compressors shall be equipped with silencers on intake lines.

B. All gasoline or diesel-operated equipment shall be equipped with silencers or mufflers on intake exhaust lines.

(3) Storage bins and hoppers at surface construction sites shall be lined with materials that deaden sound.

(4) Spoils shall not be transported on streets between ~~7:00~~ 9:00 p.m. and 7:00 a.m. of the following day.

(b) Whoever violates any of the provisions of this section is guilty of a misdemeanor of the second degree.

(Ord. 1988-28. Passed 9-12-88.)

ORDINANCE NO. 2026 - 88

AN ORDINANCE AMENDING SECTION 648.16 ENTITLED "SOUND AMPLIFYING DEVICES" OF THE PARMA HEIGHTS CODIFIED ORDINANCES

WHEREAS, the Council Ad Hoc Committee is recommending the revision of Section 648.16 of the Parma Heights Codified Ordinances; and

WHEREAS, this Council desires to adopt the recommendation of its Ad Hoc 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 648.16 of the Codified Ordinances as it previously existed 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: 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

648.16 SOUND AMPLIFYING DEVICES.

(a) (1) No person shall generate or permit to be generated noise or loud sound which is likely to cause inconvenience or annoyance to persons of ordinary sensibilities by means of a live performance, radio, ~~phonograph~~ instrument, audio system, television, tape player, compact disc player, or loudspeaker or any other sound amplifying device which is plainly audible at a distance of 150 feet or more from the source of the noise or loud sound.

(2) It is prima facie unlawful for a person to generate or permit to be generated sound by the above described devices or instruments in the following circumstances;

A. On all Class C Districts, adjoining or abutting Class A, Class A2, Class B, or Class HB Districts, between the hours of ~~10:00~~ 9:00 p.m. and ~~8:00~~ 7:00 a.m. of the following day, where the sound is plainly audible 150 feet or more from the source of the sound;

B. On all other property, not described in division (a)(2)A. between the hours of 11:00 p.m. and 8:00 a.m. of the following day in all zoning districts where the sound is plainly audible 150 feet or more from the source of the sound;

C. On a street, highway, or in the public right-of-way where the sound is plainly audible 150 feet from the device generating the sound. Persons in possession of a current parade permit are exempt from the provisions of this subsection.

(b) No person, being the owner, or person in possession of a premises, or person in control of the premises by reason of employment, agency or otherwise whether such ownership, possession, or control is exclusive or joint, shall permit a violation of this section.

(c) The provisions of this section shall not apply to any law enforcement motor vehicle equipped with any communication device in the performance of law enforcement duties or any emergency vehicle equipped with any communication necessary in the performance of any emergency procedure. Furthermore, the provisions of this section do not apply to the noise made by a horn, siren, or other warning device required or permitted by State law.

(d) As used in this section, “plainly audible” means any sound produced by a live performance, radio, ~~phonograph~~ instrument, audio system, television, tape player, compact disc player, loudspeaker, or any other mechanical or electronic sound making or sound amplifying device, or any instrument, that can be clearly heard by a person using his normal hearing faculties, at a distance of 150 feet or more from the source of the noise or loud sound.

(e) Any law enforcement officer or person who hears a sound that is plainly audible as defined herein shall be entitled to measure the sound according to the following standards:

(1) The primary means of detection shall be by means of the officer's or person's ordinary auditory senses, so long as the officer's or person's hearing is not enhanced by any mechanical device, such as a microphone or hearing aid;

(2) The officer or person must have a direct line of sight and hearing to the source that is producing the sound so that the officer or person can readily identify the offending person and the distance involved; and

(3) The officer or person need not determine the particular words or phrases being produced or the name of any song or artist producing the sound. The detection of rhythmic bass reverberating type sound is sufficient to constitute plainly audible sound.

(f) Whoever violates this section is guilty of a minor misdemeanor for a first offense; for a second or subsequent violation, the person is guilty of a misdemeanor of the third degree. The penalty shall be as provided in Section 698.02.

(Ord. 2002-18. Passed 5-13-02; Ord. 2008-8. Passed 6-9-08.)

RESOLUTION NO. 2026 -89

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, 2027, at 12:00AM through December 31, 2027, at 11:59PM; any lease that commences after January 1st shall also terminate on December 31st 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 of 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 with 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 Paul F. Marnecheck II, 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: _____
Todd A. Schrader, Interim Law Director
City of North Royalton

Approved as to form: _____
Law Director
Municipality/Village

RESOLUTION NO. 2026 – 90

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR ON-CALL CONSTRUCTION CONSULTING SERVICES WITH QUALITY CONTROL INSPECTION, INC. (QCI), AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined the need for and recommends on-call construction consulting services to assist the City's Service Department and the City Engineer with construction inspection services; and

WHEREAS, the on-call construction consulting services provided by QCI will include construction engineering, construction administration, and construction inspection services; and

WHEREAS, Council may authorize the personal services described in the agreement between the City of Parma Heights and QCI, in the form identified in Exhibit "A", 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 an Agreement between the City of Parma Heights and QCI, in the form identified in Exhibit "A", attached hereto, and made a part hereof as though fully rewritten, and to expend funds for personal services in satisfaction of the Agreement.

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 QCI to assist the City with construction consulting services to avoid a disruption in public service; 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 A

Agreement



Contract No.: 041-27-067
Expiration: 12/31/2027
Client: City of Parma Heights
Service: On-call Construction Engineering, Construction Administration & Construction Inspection Services

This Agreement made this ___ day of _____, 202_ by and between Quality Control Inspection, Inc. ("QCI") and the City of Parma Heights ("CITY").

W I T N E S S E T H:

WHEREAS, QCI is in the business of providing on-call consulting services relating to construction engineer, construction administration and construction inspection services (excluding: wastewater treatment plant, water plant, water towers, landfills, hazardous waste or treatment facilities, or projects adjudged by QCI to be of a specialized nature); and

WHEREAS, the CITY is desirous of engaging QCI to retain non-exclusive consulting services relating to construction engineering, construction administration and construction inspection services as more fully set forth below: and

WHEREAS, QCI and CITY have agreed to the terms and conditions for the consideration as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations observed and performed by the parties hereto, QCI and the CITY hereby agree as follows:

ARTICLE I - SCOPE OF SERVICE

QCI shall provide qualified Resident Project Representative(s) ("RPR"), Contract Administrators ("CA") and Construction Project Engineers ("CPE") for the use by the CITY and at the direction of the CITY's engineer ("ENGINEER") or authorized representative of the CITY to inspect, consult, or manage Work being performed by Contractors hired, or authorized to perform work, by the CITY, including work being performed by utility service providers. The CITY shall have the right to reasonably approve all personnel assigned by QCI including any additional or substitute personnel.

Prior to the commencement of any project for which the services of QCI are required and when requested by the CITY, QCI shall meet with the CITY, review the proposed project and provide the CITY with a QCI Pre-Project Support Services Plan and written estimate of cost proposed for services, consistent with Exhibit "A" fee schedule attached hereto, which written estimate must be approved in writing by CITY prior to commencement of the work.

1. Duties and Responsibilities of the RPR and CA (while working at the direction of the ENGINEER):

   a.) Liaison: Serve as the CITY's and ENGINEER's liaison with Contractor working principally through Contractor's Superintendent and assist him/her in understanding the intent of the Contract Documents.

b.) Review of work, Rejection of Defective Work, Inspection and Tests:

(i) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

(ii) Report to the CITY and ENGINEER whenever QCI believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise CITY and ENGINEER when QCI believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

(iii) Verify that tests are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the CITY and ENGINEER appropriate details relative to the test procedures.

(iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to CITY and ENGINEER.

c.) Interpretation of Contract Documents: Transmit to the Contractor clarifications and interpretations of the contract documents as approved by the CITY and ENGINEER.

d.) Modification: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to CITY and ENGINEER.

e.) Reports:

(i) Furnish CITY and ENGINEER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.

(ii) Consult with CITY and ENGINEER in advance of scheduled major tests, inspections or start of important phases of work.

f.) RPR:

(i) The RPR is authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Specifications and Contract, and report such findings in writing to the CITY and ENGINEER

(ii) The RPR is authorized to reject the use or attempted use of non-specified materials and report such rejection to the CITY and ENGINEER.

g.) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to CITY and ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

h.) Completion:

(i) Submit to Contractor a list of observed items requiring completion or correction and report such findings in writing to the CITY and ENGINEER.

(ii) Conduct final inspection in the presence of the CITY and ENGINEER and Contractor and prepare a final list of items to be completed or corrected, and report such findings in writing to the CITY and ENGINEER.

(iii) Verify that all items on final list have been completed or corrected and make recommendations to the CITY and ENGINEER concerning acceptance.

i.) Additional Duties and Responsibilities of the CA: In addition to the duties and responsibilities as spelled out in Paragraph 1 (a), at the request of the CITY or ENGINEER, the CA shall act as a representative of the CITY and shall, under the CITY's authority and control; use best effort to resolve, rectify, remedy, correct and/or modify all field problems of any nature whatsoever, included, but not limited to, making recommendations and/or suggestions of solutions to field problems to the CITY and ENGINEER.

2. Duties and Responsibilities of the Construction Project Engineer (CPE): When required by the CITY, QCI's CPE serves as the responsible engineer in charge of the construction and management of capital improvement projects. These individuals are Ohio Licensed professional engineers who possess a significant level of experience in managing projects in full compliance with a variety of local, state, and federal government programs.

a.) The CPE shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the best interests of the CITY.

b.) The CPE shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The CPE shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative design or materials, preliminary budgets, and possible economies.

c.) The CPE shall consult with the CITY and ENGINEER and/or the CITY's architect ("ARCHITECT") regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

d.) The CPE shall assist the CITY in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

e.) The CPE shall assist the CITY's ENGINEER and/or ARCHITECT with bid analyses and make recommendations to the CITY for the CITY's award of Contracts or rejection of bids.

f.) The CPE may assist the CITY in preparing Construction Contracts and advise CITY on acceptability of Subcontractors and material suppliers proposed by Contractors.

g.) The Construction Phase will commence with the award of the initial Construction

Contract or purchase order and, together with the CPE's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to all Contractors is made.

ARTICLE II - LIMITATIONS

Except upon written instruction of the CITY and/or ENGINEER, the RPR(s), CA or CPE:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not issue instructions contrary to the contract plans, specifications or contract documents.

3. Shall not exceed limitations of the CITY and/or ENGINEER's authority as set forth in the Contract Documents.

4. Shall not undertake any of the responsibilities of Contractor, Subcontractor or Contractor's Superintendent, or expedite the work inconsistent with the project schedule of completion.

5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

6. Shall not issue directions as to safety precautions and programs in connection with the work.

ARTICLE III - FEES

1. Fee Schedule:

   a.) The CITY shall pay to QCI the fees as set forth in Exhibit "A" attached hereto.

   b.) The fees shall be due and payable on a monthly basis upon presentation by QCI of a detailed invoice.

   c.) QCI shall submit a monthly invoice to the CITY, specifying the project name, total RPR hours worked, CA hours worked, CPE hours worked, gas mileage, and reimbursable expenses.

   d.) Payment shall be made to Quality Control Inspection, Inc., 9500 Midwest Avenue, Garfield Heights, Ohio 44145, or QCI assigned financial agent within THIRTY (30) days of the date the invoice was received by the CITY. The CITY shall be provided with a 2% discount on all hourly rates for services paid to QCI within 30-days of the dated invoice

   e.) In the event the CITY or QCI desires to terminate this Agreement, it may be terminated upon THIRTY (30) days written notice by the party so desiring to terminate to the other party. QCI shall be paid for work completed and services performed up to the time of the notice of termination and in the event it is permitted to complete commenced projects, QCI shall be compensated at the rate provided for herein.

f.) This agreement shall become effective upon "Acceptance" and remain in effect through December 31, 2027 and shall not be construed to provide for exclusive use of QCI or to guarantee utilization of the above stated services to any level stated or implied.

ARTICLE IV – PROFESSIONAL INSURANCE

1. Professional Insurance:

e.) QCI shall at all times maintain in force and effect professional liability insurance with a limit of liability of not less than $1,000,000.00 and in a form generally the same as its current coverage provided by National Union Fire Company of Pittsburgh, PA.

ARTICLE V - NON-SOLICITATION OF QCI EMPLOYEES

1. Solicitation of QCI Employees.

a.) Information About QCI Employees. CITY may work closely with employees of QCI performing services under this Agreement. All information about such employees which becomes known to CITY during the course of this Agreement and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of QCI and shall not be used by CITY in soliciting employees of QCI at any time. CITY agrees to protect the confidentiality of such information unless otherwise subject to disclosure pursuant to applicable Ohio or Federal law.

b.) Solicitation of Employees Prohibited. During the term QCI is performing services for CITY and from one (1) year following the cessation of such services, CITY shall not directly or indirectly ask or encourage any employee(s) or former employee(s) of QCI to leave their employment with QCI, solicit any employee(s) of QCI or former employee(s) for employment, make any offer(s) of employment to any employee(s) or former employee(s) of QCI or employ any employee(s) or former employee(s) of QCI.

c.) Injunctive Relief. CITY agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to QCI, that the remedy of law for any violation or threatened violation thereof would be inadequate, and that QCI shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity to prove actual damages. In any proceeding by QCI to enforce any of the provision of this Agreement, the prevailing party shall be entitled to reimbursement of all costs and reasonable attorney's fees incurred in such litigation.

ARTICLE VI - COPYRIGHTS

CITY acknowledges and agrees that QCI has certain licensing rights to Build A Form® Engineer Report System ("System") that will be utilized by QCI under this Agreement. QCI has proprietary rights in said System which shall remain the sole property of QCI and nothing herein shall be deemed to create any rights in CITY in violation of the rights or interest of QCI or any third party. CITY acknowledges that the remedy at law for any breach of this section will be inadequate and, accordingly, in the event of any breach or threatened breach by CITY of this section, QCI shall be entitled, in addition to any other remedies, to any injunction restraining any such breach.

ARTICLE VII - GENERAL

1. Heading. The headings to the Articles and Sections of the Agreement are inserted for convenience only and will not be deemed a part of this Agreement for purposes of interpreting or applying the provisions of this Agreement.

2. Governing Law. This Agreement will be governed in all respects by the laws of the State of Ohio.

3. Severability. If any provision or paragraph of this Agreement shall be prohibited by law or held to be invalid, such provision or paragraph shall be separable from this agreement without invalidating the remaining provisions or paragraphs hereof.

4. Amendments. During the term of this Agreement, CITY and QCI may amend this Agreement provided, however, any such amendment must be in writing and signed by both CITY and QCI.

5. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, war, riot, sabotage, action of any kind of governmental authority, whether valid or invalid, strikes, lockouts, labor disputes or shortages or any contingency, delay, failure or cause beyond the parties' reasonable control, whether or not of the kind specified herein.

6. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall be effective only if given in writing and signed by the waiving party. Any waiver of one breach or violation shall not operate or be construed as a waiver of any subsequent breach or violation.

7. Entire Agreement. This instrument, including the appendices, exhibits, and attachments hereto, constitutes the entire Agreement between the parties covering the subject matter and supersedes all previous agreements and all proposals and negotiations not expressly set forth herein. No modifications or amendments shall be valid unless in writing and signed by both parties. Where conflicts may arise between this Agreement and the proposal of QCI, this Agreement shall prevail.

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

Acceptance:

QUALITY CONTROL INSPECTION, INC.
9500 Midwest Avenue
Garfield Heights, Ohio 44125

By: _____ Date: 10/13/2026
Rick E. Capone, President

CITY OF PARMA HEIGHTS, OH
6281 Pearl Road
Parma Heights, Ohio 44130

By: _____ Date: _____
Mayor Marie Gallo

Approved as to form

By: _____ Date: _____
Director of Law, City of Parma Heights

This agreement authorized by resolution _____adopted the ____day of _____, 202___

By: _____ Date: _____
Clerk of Council, City of Parma Heights

EXHIBIT "A"

1. Fee.

a.) **Resident Project Representative** – $73.00 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours which exceed a total of eight hours (8) per day will be regarded as an extra for which compensation will be in the sum of $109.50 per hour, per person for each extra hour worked.

b.) **Contract Administration** - $98.00 per hour, per person.

c.) **Construction Project Engineer (Ohio PE)** - $127.00 per hour, per person.

d.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.

e.) CITY shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.

f.) Reimbursable expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; telephone calls, reproduction of reports, drawings and specifications and similar project related items.

RESOLUTION NO. 2026 - 91

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORSD) AND THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights entered into a regional Stormwater Management Program Service Agreement (SMP Service Agreement); and

WHEREAS, as a component of implementing a regional stormwater management program, a "Community Cost-Share Account" has been created; and

WHEREAS, the Community Cost-Share Account is to provide funding to assist the City of Parma Heights with NEORSD-approved projects; and

WHEREAS, NEORSD supports the Community Cost-Share 2026 Leaf Collection Project (the "Project") as a Community Cost-Share project proposed by the City; and

WHEREAS, the City desires to enter into a Cost-Share Agreement with NEORSD.

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 execute on behalf of the Municipality a Community Cost-Share Agreement for the 2026 Leaf Collection Project by and between the Northeast Ohio Regional Sewer District and the City of Parma Heights, as described in Exhibit "1", attached hereto and incorporated by reference, and is authorized and directed to expend up to two hundred and fifty thousand dollars ($250,000.00) allocated from the City's Community Cost-Share Account.

Section 2: That Council hereby authorizes the Administration to execute any further documents and/or contracts and to take any further actions necessary to apply for, receive, and/or expend funds and/or awards in furtherance of the 2026 Leaf Collection Project and/or this Community Cost-Share Agreement.

Section 3: 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 4: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is immediately necessary to secure funding for the 2026 Leaf Collection

Project in a timely manner; wherefore, this Resolution 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 1

COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF PARMA HEIGHTS

This Agreement is made and entered into this _____ day of _____, 2026, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and City of Parma Heights (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20___ (Exhibit "B").

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "*Community Cost-Share Account"* that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share 2026 Leaf Collection project (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

1.1 The City agrees to perform as follows:

1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")

1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, in accordance with the *Community Cost-Share Program Policy*.

1.1.3 Notify the City's Watershed Team Leader at least seven (7) business days prior to the start of the Project.

1.1.4 Meet with District staff when requested to review the Project status.

1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.

1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.

1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.

1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.

1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

> *This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORSD) Community Cost-Share Program in coordination with City, under the provisions of the NEORSD Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORSD review and may not necessarily reflect the views of NEORSD, and no official endorsement should be inferred.*

1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.

1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.

1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District's Obligations

2.1 The District agrees to perform as follows:

2.1.1 Allocate $250,000.00 to the City for the Project from the City's Community Cost-Share Account.

2.1.2 Provide reimbursement of funds up to $250,000.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.

2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.

2.1.4 Acknowledge the City in presentations or publications related to the Project.

2.2 The District is not liable for any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses of any nature, kind or description, that result from and to the extent caused by the acts or omissions of the City, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to the suitability of the design/fitness for a particular purpose.

Article 3.0 Dispute Resolution

3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Local Government and Watershed Coordinator	Finance Director

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mayor

3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator

shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 Remedies

4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

Article 5 Counterpart Signatures

5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 Governing Law

6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 Disclaimer of Joint Venture

7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 Authority to Execute

8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 Exhibits

The following exhibits are attached hereto and incorporated herein:

Exhibit “A” – District Resolution
Exhibit “B” – City Ordinance/Resolution
Exhibit “C” – District-Approved Community Cost Share Application

[signature on the following page]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY:_____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY:_____
Darnell Brown, President
Board of Trustees

CITY OF PARMA HEIGHTS

By: _____

Title: _____

The Legal Form and Correctness of this Instrument is hereby Approved:

CITY OF PARMA HEIGHTS

_____
Assistant/Director of Law

This Instrument Prepared By:

_____
Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR NEORSD USE]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

CITY OF PARMA HEIGHTS

FOR

COMMUNITY COST-SHARE PROJECT:

2026 LEAF COLLECTION PROJECT

Total Approximate Cost: $250,000.00

The legal form and correctness of the within instrument are hereby approved.

_____
CHIEF LEGAL OFFICER

_____
Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

_____
CHIEF FINANCIAL OFFICER

_____
Date

Budget Center 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

Sheila J. Kelly

Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community

Ordinance/Resolution)

EXHIBIT C

Community Cost-Share Program
APPLICATION

Member Community Information

Community: City of Parma Heights

Primary Project Contact: Robert Satow
(Name & Title) Director of Finance

Mailing Address: 6281 Pearl Road
Parma Heights, Ohio

Phone Number: 440-340-4820

Email: rsatow@parmaheights.us

Project Information

Project Title: 2026 Leaf Collection

Address or Location of Project: Citywide- City of Parma Heights

Project Start Date: November 2, 2026

Project End Date: December 11, 2026

Community Cost-Share Fund Request: $250,000.00

Submission Date: 9/24/2026

Project Narrative

1) **Project Summary** (1,000 word maximum)
   Describe the Project and include the following information, as applicable:
   - Describe the Project and deliverables; provide a map if applicable
   - Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
   - List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The City of Parma Heights' 2026 Leaf Collection Program will operate from November 2, 2026 through December 11, 2026. The citywide program is intended to prevent accumulated leaves from entering and clogging the stormwater system. The program supports the City's stormwater management efforts by removing leaves from residential streets and the public right-of-way before they enter catch basins and the storm sewer system.

The Service Department will establish citywide collection routes and progress through designated collection sections throughout the community. As in the prior program, the City will communicate collection progress to residents as crews move into new areas and will work toward completing multiple citywide collection cycles during the collection period.

City Service Department personnel will perform leaf collection activities using City-owned leaf collection trucks, vehicles, backpack blowers, and related equipment. Collected leaves will be moved to designated staging areas. A contracted hauling provider will haul the collected leaves away from the staging area for appropriate disposal or processing.

No permitting is anticipated to be required for the City's routine leaf collection activities.

Program preparation and route scheduling
Finalize collection sections/routes, staffing, equipment, and public information
October 2026 November 1, 2026

Citywide leaf collection
Conduct scheduled leaf collection throughout Parma Heights
November 2, 2026 December 11, 2026

Public outreach
Provide collection updates and educational information to residents
October 2026 December 11, 2026

Staging and hauling
Stage collected leaves and coordinate contracted haul-away services
November 2, 2026 December 11, 2026

Monitoring and reporting
Track program activities and amount of leaves collected
November 2, 2026 December 2026

2) **Ability to Provide Long Term Maintenance** (500 word maximum)
Describe the plans for long-term maintenance, addressing the following question:
   - Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
   - Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The City of Parma Heights Service Department is responsible for the ongoing operation of the annual leaf collection program. Trained City personnel will operate and maintain the equipment used for collection and will address operational needs throughout the collection season.

Maintenance activities include routine inspection of leaf collection vehicles and equipment, cleaning and servicing equipment, checking functionality, and making necessary repairs or arranging repairs when needed. The Service Department will continue to maintain the City's stormwater infrastructure as part of its regular operations and will respond to reported drainage or catch basin concerns.

3) **Visibility and Public Outreach:** (500 word maximum)
Public outreach is required if appropriate for your project.
   - What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

The 2026 Leaf Collection Program is a citywide program that will be visible to residents, neighborhood areas, and the general public throughout Parma Heights. Public outreach will be used to communicate the collection schedule, route progress, resident responsibilities, and the stormwater benefits of removing leaves from streets and catch basins.

The City will use its website, social media platforms, the Mayor's newsletter, and resident notification methods to provide program information and collection updates. Educational messaging will emphasize that proper leaf placement and timely collection help prevent leaves from entering catch basins and the storm sewer system. Updates will also help residents understand when crews are working in their area and support efficient collection operations.

4) **Budget Summary** (500 words maximum)
The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The City of Parma Heights is requesting $250,000.00 in Community Cost-Share funding for the 2026 Leaf Collection Program. The request is primarily for equipment use and City personnel costs, associated with performing the citywide collection program, together with contracted hauling, materials, and miscellaneous direct program costs.

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel *(Member Community staff only)*	$93,000.00	City Service Department Labor
Subcontract	$20,000.00	Leaf Hauling/removal
Equipment	$137,000.00	Equipment Use
Materials	0	
Other	0	
TOTAL	$ 250,000.00	

ORDINANCE NO. 2026 – 94

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, 2027 TO AND INCLUDING DECEMBER 31, 2027, 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, 2027 to and including December 31, 2027, 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	2027 Appropriations
General Fund	
Police	
Personal Services & Benefits	$4,997,990
Other Operations & Maintenance	$989,825
	$5,987,815
Fire	
Personal Services & Benefits	$4,515,235
Other Operations & Maintenance	$380,475
	$4,895,710
Safety	
Personal Services & Benefits	$578,448
Other Operations & Maintenance	$522,083
	$1,100,531
Health	
Other Operations & Maintenance	$209,465
	$209,465
Building	
Personal Services & Benefits	$665,550
Other Operations & Maintenance	$96,950
	$762,500
Economic Development	
Other Operations & Maintenance	$132,500
	$132,500
Basic Utility Services	
Personal Services & Benefits	$0
Other Operations & Maintenance	$2,033,000
	$2,033,000
Mayor	
Personal Services & Benefits	$309,823
Other Operations & Maintenance	$35,075
	$344,898
Council	
Personal Services & Benefits	$187,925
Other Operations & Maintenance	$16,538
	$204,463

Exhibit A

City of Parma Heights	2027 Appropriations
Planning/Zoning	
Other Operations & Maintenance	$0
	$0
Finance	
Personal Services & Benefits	$540,058
Other Operations & Maintenance	$607,380
	$1,147,438
Mayor's Court	
Personal Services & Benefits	$144,340
Other Operations & Maintenance	$36,450
	$180,790
Custodial	
Personal Services & Benefits	$0
Other Operations & Maintenance	$0
	$0
Law	
Personal Services & Benefits	$210,604
Other Operations & Maintenance	$89,450
	$300,054
General Government	
Personal Services & Benefits	$0
Other Operations & Maintenance	$709,550
Transfers - Out	$3,470,000
	$4,179,550
Total General Fund Disbursements	**$21,478,714**
SCMR Fund	
Personal Services & Benefits	$1,775,362
Other Operations & Maintenance	$1,113,200
	$2,888,562
State Highway	
Other Operations & Maintenance	$85,000
	$85,000

Exhibit A

City of Parma Heights	2027 Appropriations
Cemetery	
Other Operations & Maintenance	$0
	$0
Recreation	
Personal Services & Benefits	$695,445
Other Operations & Maintenance	$284,500
	$979,945
Senior Center Fund	
Personal Services & Benefits	$429,219
Other Operations & Maintenance	$237,450
	$666,669
CDBG	
Other Operations & Maintenance	$250,000
	$250,000
FEMA Grant Fund	
Other Operations & Maintenance	$0
	$0
Drug Enforcment Trust	
Other Operations & Maintenance	$0
	$0
Law Enforcement Trust Fund	
Other Operations & Maintenance	$50,000
	$50,000
Dare Fund	
Other Operations & Maintenance	$0
	$0
Law Enforce Training	
Other Operations & Maintenance	$0
	$0
Police Donations (PACT)	
Police - Other Expense	$0
	$0

Exhibit A

City of Parma Heights	2027 Appropriations
Permissive Fund	
Other Operations & Maintenance	$125,000
	$125,000
Police Pension Fund	
Employers Share	$761,520
	$761,520
Fire Pension Fund	
Employers Share	$844,399
	$844,399
Coronavirus Relief Fund	
Other Operations & Maintenance	$0
	$0
Mayor's Court Computer Fund	
Other Operations & Maintenance	$7,500
Capital Outlay	$0
	$7,500
Indigent Driver Fund	
Other Operations & Maintenance	$0
	$0
Ambulance Billing Fund	
Other Operations & Maintenance	$65,000
Transfers - Out	$850,000
	$915,000
School Zone Safety	
Personal Services & Benefits	$113,640
Other Operations & Maintenance	$169,000
Transfers - Out	$1,500,000
	$1,782,640
Opioid Settlement	
Other Operations & Maintenance	$50,000
Capital Outlay	$0
	$50,000

Exhibit A

City of Parma Heights	2027 Appropriations
Special Bond Retirement Fund	
Debt Principal & Interest	$7,129,347
Other	$50,000
	$7,179,347
Capital Improvement Fund	
Capital Outlay	$567,000
	$567,000
Capital Projects Fund	
Other Operations & Maintenance	$0
Capital Outlay	$2,928,000
	$2,928,000
Medical Self Insurance Fund	
Medical Payments	$3,194,000
	$3,194,000
Fleet Maintenance Fund	
Employee Expense	$434,511
Other Expense	$567,200
	$1,001,711
Worker's Compensation Fund	
WC Payments	$250,000
	$250,000
Total Appropriations 2026	**$46,005,007**

Schedule of Transfers

Fund		
From	**To**	
General Fund	SCMR	$1,400,000.00
General Fund	Senior	$275,000.00
General Fund	Police	$625,000.00
General Fund	Fire	$700,000.00
General Fund	Recreation	$470,000.00
EMS	GF	$850,000.00
School Zone Safety	GF	$1,500,000.00

ORDINANCE NO. 2026 - 96

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2026 TO AND INCLUDING DECEMBER 31, 2026, REPEALING ORDINANCE 2025-92, AND DECLARING AN EMERGENCY

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

Section 1: Funding for the current expenses and other expenditures of the City of Parma Heights, Ohio, for the period commencing January 1, 2026 and ending December 31, 2026, the sums set forth in the attached "Exhibit A", is set aside and appropriated.

Section 2: Ordinance No. 2025-92 that was passed by Council on December 8, 2025 is repealed.

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: The Department 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 5: 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 As of 11.19.26

City of Parma Heights	Original 2026 Appropriations	1st Amended Appropriations	Final Proposed Appropriations	Description
General Fund				
Police				
Personal Services & Benefits	$5,445,185	($70,000)	$5,375,185	Savings in fringe benefit costs. Department will be under budget in 2026.
Other Operations & Maintenance	$975,000	$70,000	$1,045,000	Increases in dues and fees, professional and technical services, contractual services, subscriptions, prisoner housing expenses.
	$6,420,185	**$0**	**$6,420,185**	Non labor operating budget covered by savings in personal budget.
Fire				
Personal Services & Benefits	$4,648,774	($30,000)	$4,618,774	Savings in fringe benefit costs. Department will be under budget in 2026.
Other Operations & Maintenance	$480,000	$30,000	$510,000	For ambulance repairs and maintenance. This is needed.
	$5,128,774	**$0**	**$5,128,774**	
Safety				
Personal Services & Benefits	$525,500	$0	$525,500	
Other Operations & Maintenance	$501,425	$0	$501,425	
	$1,026,925	**$0**	**$1,026,925**	
Health				
Other Operations & Maintenance	$186,932	$0	$186,932	
	$186,932	**$0**	**$186,932**	
Recreation				
Personal Services & Benefits	$174,549	($174,549)	$0	Expenses in recreation fund. Part of general fund transfer to recreation fund #2041.
Other Operations & Maintenance	$6,667	($6,667)	$0	Expenses in recreation fund. Part of general fund transfer to recreation fund #2041.
	$181,216	**($181,216)**	**$0**	
Building				
Personal Services & Benefits	$689,689	$0	$689,689	
Other Operations & Maintenance	$105,000	$15,000	$120,000	To cover actual expenses. Various operating expenses. Engineering fees.
	$794,689	**$15,000**	**$809,689**	
Economic Development				
Personal Services & Benefits	$0	$900	$900	Prior year pension allocation.
Other Operations & Maintenance	$132,500	$20,000	$152,500	Various operating expenses. Reflects actual 2026 expenses.
	$132,500	**$20,900**	**$153,400**	
Basic Utility Services				
Personal Services & Benefits	$0	$0	$0	
Other Operations & Maintenance	$2,001,850	$25,000	$2,026,850	Reflects costs of utility increases.
	$2,001,850	**$25,000**	**$2,026,850**	
Mayor				
Personal Services & Benefits	$312,527	$0	$312,527	
Other Operations & Maintenance	$17,500	$20,000	$37,500	Reflects actual spending and cost of newsletter and postage. Limited 2026 operating budget.
	$330,027	**$20,000**	**$350,027**	

Exhibit A As of 11.19.26

City of Parma Heights	Original 2026 Appropriations	1st Amended Appropriations	Final Proposed Appropriations	Description
Council				
Personal Services & Benefits	$196,447	$0	$196,447	
Other Operations & Maintenance	$22,500	$0	$22,500	
	$218,947	**$0**	**$218,947**	
Planning/Zoning				
Other Operations & Maintenance	$4,000	$0	$4,000	
	$4,000	**$0**	**$4,000**	
Finance				
Personal Services & Benefits	$604,769	$0	$604,769	
Other Operations & Maintenance	$474,900	$20,000	$494,900	To cover actual expenses. Bank fees, auditor fees, and payroll service fees.
	$1,079,669	**$20,000**	**$1,099,669**	
Mayor's Court				
Personal Services & Benefits	$158,872	$0	$158,872	
Other Operations & Maintenance	$31,150	$8,000	$39,150	To cover actual expenses. Banks fees and payment to municipal court.
	$190,022	**$8,000**	**$198,022**	
Custodial				
Personal Services & Benefits	$14,486	($14,300)	$186	Expenses charged to different department.
Other Operations & Maintenance	$24,350	($10,000)	$14,350	Expenses charged to different department. General government.
	$38,836	**($24,300)**	**$14,536**	
Law				
Personal Services & Benefits	$211,680	$0	$211,680	
Other Operations & Maintenance	$69,300	$45,000	$114,300	To cover outside counsel expenses for various cases and projects.
	$280,980	**$45,000**	**$325,980**	
General Government				
Personal Services & Benefits	$0	$8,000	$8,000	To cover actual expenses. Unemployment payment.
Other Operations & Maintenance	$700,000	$200,000	$900,000	To cover actual expenses. Repairs and maintenance of buildings and professional/ technical services. Increase in property tax collection fees.
Transfers - Out	$3,245,000	$580,000	$3,825,000	Increase in transfers: 180K to Rec., 450K to Capital, 50K Fire Pension, (100K) SCMR Fund
	$3,945,000	**$788,000**	**$4,733,000**	
Total General Fund Disbursements	**$21,960,552**	**$736,384**	**$22,696,936**	Total General Fund Net Budget 3.35% change. Majority in Transfers.
SCMR (service dept.) Fund				
Personal Services & Benefits	$1,915,115	($50,000)	$1,865,115	Savings in fringe benefit expenses. Fund will be under budget in 2026.
Other Operations & Maintenance	$850,000	$50,000	$900,000	To cover actual expenses. Concrete, waterboxes, tree trimming, and disposal expenses. Covered by savings in personnel expenses.
	$2,765,115	**$0**	**$2,765,115**	
State Highway				
Other Operations & Maintenance	$85,000	$0	$85,000	
	$85,000	**$0**	**$85,000**	

Exhibit A As of 11.19.26

City of Parma Heights	**Original 2026 Appropriations**	**1st Amended Appropriations**	**Final Proposed Appropriations**	**Description**
Cemetery				
Other Operations & Maintenance	$0	$0	$0	
	$0	**$0**	**$0**	
Recreation				
Personal Services & Benefits	$563,515	$150,000	$713,515	Movement of labor expenses 181K from general fund. Labor expenses less than budgeted.
Other Operations & Maintenance	$275,000	$48,000	$323,000	Purchase of needed mower 18K and other needed operating expenses. Fund has cash to cover.
	$838,515	**$198,000**	**$1,036,515**	
Senior Center Fund				
Personal Services & Benefits	$454,787	$0	$454,787	
Other Operations & Maintenance	$105,000	$0	$105,000	
	$559,787	**$0**	**$559,787**	
CDBG				
Other Operations & Maintenance	$150,000	$50,000	$200,000	CDSG Grant Pickleball increased expenses covered by grant funding.
	$150,000	**$50,000**	**$200,000**	
FEMA Grant Fund				
Other Operations & Maintenance	$0	$0	$0	
	$0	$0	$0	
Drug Enforcment Trust				
Other Operations & Maintenance	$0	$0	$0	
	$0	**$0**	**$0**	
Law Enforcement Trust Fund				
Other Operations & Maintenance	$20,000	$30,000	$50,000	Training expenses covered by grant funding. Police discretionary fund.
	$20,000	**$30,000**	**$50,000**	
Dare Fund				
Other Operations & Maintenance	$0	$0	$0	
	$0	**$0**	**$0**	
Law Enforce Training				
Other Operations & Maintenance	$0	$40,000	$0	Training expenses covered by grant funding. Police discretionary fund.
	$0	**$40,000**	**$0**	
Police Donations (PACT)				
Police - Other Expense	$0	$2,500	$0	Supply expenses for citizen police academy covered by donations. Has cash to cover this.
	$0	**$2,500**	**$0**	
Permissive Fund				
Other Operations & Maintenance	$125,000	$0	$125,000	
	$125,000	**$0**	**$125,000**	

Exhibit A As of 11.19.26

City of Parma Heights	**Original 2026 Appropriations**	**1st Amended Appropriations**	**Final Proposed Appropriations**	**Description**
Police Pension Fund				
Employers Share	$777,806	$0	$777,806	
	$777,806	**$0**	**$777,806**	
Fire Pension Fund				
Employers Share	$796,727	$50,000	$846,727	Reflect actual expenses. To pay for fire department overtime pension costs. Fund has cash to cover this.
	$796,727	**$50,000**	**$846,727**	
Coronavirus Relief Fund				
Other Operations & Maintenance	$0	$0	$0	
	$0	**$0**	**$0**	
Mayor's Court Computer Fund				
Other Operations & Maintenance	$5,000	$0	$5,000	
Capital Outlay	$0	$0	$0	
	$5,000	**$0**	**$5,000**	
Indigent Driver Fund				
Other Operations & Maintenance	$0	$0	$0	
	$0	**$0**	**$0**	
Ambulance Billing Fund				
Other Operations & Maintenance	$65,000	$0	$65,000	
Transfers - Out	$1,000,000	($75,000)	$925,000	Less EMS billing revenue than 2026 budget. However, 2026 revenue similar to 2025 levels.
	$1,065,000	**($75,000)**	**$990,000**	
School Zone Safety				
Personal Services & Benefits	$140,844	$25,000	$165,844	Cover expenses of SRO and crossing guards. Fund has cash balance to cover this.
Other Operations & Maintenance	$250,000	$0	$250,000	
Transfers - Out	$1,500,000	$0	$1,500,000	
	$1,890,844	**$25,000**	**$1,915,844**	
Opioid Settlement				
Other Operations & Maintenance	$0	$40,000	$0	Actual expense $33K. Funded by State Grant. Expenses for mental health programming.
Capital Outlay	$0	$0	$0	
	$0	**$40,000**	**$0**	
Special Bond Retirement Fund				
Debt Principal & Interest	$6,107,253	$0	$6,107,253	
Other	$0	$50,000	$50,000	Cover cost of 2026 short term borrowing. There is revenue to offset this. Fund has cash to cover this.
	$6,107,253	**$50,000**	**$6,157,253**	
Capital Improvement Fund #4901				
Capital Outlay	$851,500	$200,000	$1,051,500	To cover actual project expenses in 2026 covered by debt issuance $1.38 million and some activity covered by grant funding.
	$851,500	**$200,000**	**$1,051,500**	

Exhibit A As of 11.19.26

City of Parma Heights	Original 2026 Appropriations	1st Amended Appropriations	Final Proposed Appropriations	Description
Capital Projects Fund #4902				
Other Operations & Maintenance	$0	$0	$0	
Capital Outlay	$1,385,000	$400,000	$1,785,000	150K payment to the County due from 2023 and other 2026 Capital activity. Some spending covered by grant funding and
	$1,385,000	**$400,000**	**$1,785,000**	$1.165 million 2026 debt issuance.
Capital Projects Blossom #4903				
Other Operations & Maintenance	$0	$0	$0	
Capital Outlay	$0	$300,000	$300,000	Initial budget needed to start new project. Need for new purchase order. This is a new fund created Nov. 2026.
	$0	**$300,000**	**$300,000**	The project is funded by external funding and loan foregiveness.
Medical Self Insurance Fund				
Medical Payments	$3,600,000	($600,000)	$3,000,000	Lower claims for health insurance in 2026. Savings compared to budget due to less expensive claims.
	$3,600,000	**($600,000)**	**$3,000,000**	
Fleet Maintenance Fund				
Employee Expense	$461,710	$0	$461,710	
Other Expense	$585,000	$60,000	$645,000	Needed truck and car repairs and parts anticipated for winter season. This is conservative and expenses can vary based on weather
	$1,046,710	**$60,000**	**$1,106,710**	needed repairs.
Worker's Compensation Fund				
WC Payments	$250,000	$10,000	$260,000	Additional budget for first payment of 2027 which start in December 2026.
	$250,000	**$10,000**	**$260,000**	This fund has the cash balance to cover this budget.
Total Appropriations 2026	**$44,279,809**	**$1,516,884**	**$45,714,193**	Total Proposed Budget Changes. All Funds. Net changes 3.4% of budget and some covered by grant revenue.

Schedule of Transfers 2026 Summary

From	To	Original 2026	1st Amended	Description
General Fund	SCMR (service dept.)	$1,500,000.00	($100,000.00)	Expenses less than budgeted.
General Fund	Senior	$150,000.00		
General Fund	Police	$625,000.00		
General Fund	Fire Pension	$650,000.00	$50,000.00	For new fire truck costs outfitting and testing. This is needed.
General Fund	Recreation	$320,000.00	$180,000.00	Moved labor expenses from general fund.
General Fund	Captal Projects #4902	$0.00	$150,000.00	Needed to pay County for 2023 capital project.
General Fund	Captal Projects #4903	$0.00	$300,000.00	For capital projects. Partially funded by additional grants.
EMS	GF	$1,000,000.00	($75,000.00)	Lower than budgeted EMS billing revenue. Similar actual revenue to 2025.
School Zone Safety	GF	$1,500,000.00		

ORDINANCE NO. 2026 -97

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO FINALIZE PAYMENTS FOR THE RESURFACING OF YORK ROAD FROM PEARL ROAD TO PLEASANT VALLEY IN THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, Council authorized the Administration to enter into an Agreement between Cuyahoga County and the City of Parma Heights for the resurfacing of York Road from Pearl Road to Pleasant Valley in the City of Parma Heights in Ordinance 2019-13; and

WHEREAS, the City is now in position to make final payment for the above-described project, authorized in Ordinance 2019-13; and

WHEREAS, Council desires to make final expenditures in completion of the above-described project pursuant to Ordinance 2019-13.

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

Section 1: That the Administration is hereby authorized and directed to make payment of one hundred fifty thousand dollars ($150,000.00) to Cuyahoga County to complete and finalize expenditures for the resurfacing of York Road from Pearl Road to Pleasant Valley in the City of Parma Heights, pursuant to the Agreement authorized in Ordinance 2019-13.

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 public peace, health, and safety of the Municipality, and for the further reason that it is immediately necessary to finalize expenditures in order to conclude the above-described project; 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. 2026 – 98

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR JANITORIAL SERVICES WITH JANI-KING OF CLEVELAND, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined the need for and recommends janitorial services for various City-owned buildings; and

WHEREAS, the janitorial services provided by Jani-King of Cleveland are listed in Exhibit "1", attached hereto and made a part hereof as though fully rewritten; and

WHEREAS, Council may authorize the personal services described in the agreement between the City of Parma Heights and Jani-King of Cleveland, 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 to enter into an Agreement between the City of Parma Heights and Jani-King of Cleveland, in the form identified in Exhibit "1", attached hereto, and made a part hereof as though fully rewritten, and to expend funds for personal services in satisfaction of the Agreement.

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 maintain cleanliness and operability of various City-owned buildings to avoid a disruption in public service; 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

Jani-King of Cleveland

Service is our Mission. Clean is our Statement.

Proposal prepared for The City of Parma Heights City Hall, The Cassidy Theatre & Parma Heights Police Department

Submitted by Dan Ohlson



City of Parma Heights
6281 Pearl Road
Parma Heights, Ohio 44130
rsepik@parmaheights.us
(440) 340-4804

RE: City of Parma Heights City Hall
6281 Pearl Road
Parma Heights, Ohio 44130

The Cassidy Theatre
6200 Pearl Road
Parma Heights, Ohio 44130

Parma Heights Police Department
6184 Pearl Road
Parma Heights, Ohio 44130

Janitorial Service Proposal from Jani-King of Cleveland

Dear Director Robert Sepik,

Thank you for the opportunity to discuss your interest in Jani-King and how we can assist in the commercial cleaning needs of your facility. We are a local woman owned small business. We know your time is valuable and Jani-King of Cleveland truly appreciates your consideration.

Enclosed is our proposal including a customized cleaning schedule for a professional cleaning program within your organization. The total monthly charge in your proposal includes:

- All labor
- All supervision
- All materials and equipment for cleaning
- All payroll, payroll taxes, insurance, etc.

Jani-King franchise owners are fully insured so you can feel secure in knowing your business is protected. Our comprehensive program provides complete coverage for General Liability, Workers' Compensation, Destruction, Dishonesty, and Disappearance Crime Insurance and Lost Key Insurance.

Please contact me at (440) 546-0000 if you have any questions or need any additional information you deem necessary in assessing our proposal.

Trusting we may be of service,

Dan Ohlson
Vice President
Jani-King of Cleveland

The Jani-King Franchising Concept

Jani-King's proven franchise concept relies on one core principle: **people** (owner/operator franchisees) that have **pride** of ownership will produce the quality of **performance** that customers are looking for.

You get the best of both worlds:

- Attention and dedication from a local business owner
- Support from a large international brand

This unique concept is backed by our **Double Check System** to ensure the best possible results for the customer. Each local franchise owner is backed by a Jani-King Regional Support Office. There are multiple systems in place to focus on delivering the services and quality you need.



Each **Jani-King Authorized Franchisee** has successfully completed an extensive training program and, as a member of our team, has the procedures, personnel, equipment, insurance, bonding and ongoing support needed to become an integral part of your maintenance program.

References

We're passionate about our community and have worked with notable organizations throughout Northeast Ohio to keep their facilities clean and safe for employees and customers alike.

NESTLE
30000 Bainbridge Road
Solon, Ohio 44139
Jason Furry
(440) 264-6730

PLAYHOUSE SQUARE FOUNDATION
1501 Euclid Avenue, Suite 200
Cleveland, Ohio 44115
Carl Dettlebach
(216) 640-8622

AKRON RUBBERDUCKS
300 South Main Street
Akron, Ohio 44308
Adam Homer
(330) 253-5151

DALAD REALTY (6 buildings)
6055 Rockside Woods Blvd. Suite 100
Independence, Ohio 44131
Kevin Gail
(216) 867-0572

ERIE BANK (3 buildings)
4093 Rockside Road
Seven Hills, Ohio 44131
Dena Tabor
Dena.tabor@eriebank.bank

UH Urgent Care (16 buildings)
1300 Som Center Road
Mayfield Heights, Ohio 44124
Ron Russell
(216) 210-4140

Scope of Work

Exhibit A: To Jani-King Maintenance Agreement

Cleaning Schedule

Location(s) Where Services Will Be Performed:

Building Name(s): City of Parma Heights City Hall
Street: 6281 Pearl Road
City: Parma Heights
State: Ohio
Zip: 44130

Named Areas:

A. Lobby, Offices, Common Areas, Conference Rooms
B. Restrooms
C. Kitchen

A. Lobby, Offices, Common Areas, Conference Rooms	3x/Week	Weekly	Monthly
Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. (Client to furnish trash receptacle liners)	✓		
Vacuum carpeting. Jani-King will not be responsible for removal of staples.	✓		
Clean and polish drinking fountain(s).	✓		
Thoroughly dust all horizontal surfaces, including desk tops, files, window sills, chairs, tables, pictures and all manner of furnishing.	✓		
Damp wipe all horizontal surfaces to remove coffee rings from soiled areas.	✓		
Dust telephones.	✓		
Dust mop hard surface floors with a treated dust mop.	✓		
Damp mop hard surface floors to remove any spillage from soiled areas.	✓		
Damp wipe entryway and clean fingerprints from entrance glass.	✓		
Spot clean partition glass.	✓		
Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.		✓	
Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.		✓	
Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.		✓	
Complete all high dusting not reached in the above mentioned cleaning.			✓
Remove fingerprints and marks from around light switches and door frames.			✓
Vacuum all upholstered furniture.			✓
Damp wipe telephones using a disinfectant.			✓

B. Restrooms	3x/Week	Weekly	Monthly
Stock towels, tissue, and hand soap. (Client to furnish)	✓		
Empty sanitary napkin receptacles and wipe with a disinfectant.	✓		
Empty trash receptacles and wipe if needed.	✓		
Clean and polish mirrors.	✓		
Wipe towel cabinet covers.	✓		
Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.	✓		
Toilet seats to be cleaned on both sides using a disinfectant.	✓		
Scour and sanitize all basins. Polish bright work.	✓		
Dust partitions, top of mirrors, and frames.	✓		
Remove splash marks from walls around basins.	✓		
Mop and rinse restroom floors with a disinfectant.	✓		

Continued on next page...

	3x/Week	Weekly	Monthly
C. Kitchen			
Damp wipe all appliances.	✓		
Clean interior and exterior of microwave ovens. (Maximum of 2)	✓		
Thoroughly dust all horizontal surfaces, window sills, chairs, pictures, and all manner of furnishings in the above named areas.	✓		
Damp wipe countertops, cabinets and tables.	✓		
Vacuum all carpeted areas.	✓		
Dust mop hard surface floors with a treated dust mop.	✓		
Damp mop and rinse hard surface floors with a disinfectant.	✓		
Scour and disinfect basins and polish all bright work.	✓		
Empty, clean and sanitize receptacles.	✓		

Scope of Work

Exhibit A: To Jani-King Maintenance Agreement

Cleaning Schedule

Location(s) Where Services Will Be Performed:

Building Name(s): The Cassidy Theatre
Street: 6200 Pearl Road
City: Parma Heights
State: Ohio
Zip: 44130

Named Areas:

A. Restrooms, Lower Level Restrooms
B. Lower Level Community Rooms, Stairwells to Second Floor, and Hallways of Lower Level

A. Restrooms, Lower Level Restrooms	Weekly	Monthly
Stock towels, tissue, and hand soap. (Client to furnish)	✓	
Empty sanitary napkin receptacles and wipe with a disinfectant.	✓	
Empty trash receptacles and wipe if needed.	✓	
Clean and polish mirrors.	✓	
Wipe towel cabinet covers.	✓	
Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.	✓	
Toilet seats to be cleaned on both sides using a disinfectant.	✓	
Scour and sanitize all basins. Polish bright work.	✓	
Dust partitions, top of mirrors, and frames.	✓	
Remove splash marks from walls around basins.	✓	
Mop and rinse restroom floors with a disinfectant.	✓	

B. Lower Level Community Rooms, Stairwells to Second Floor, Hallways of Lower Level	Weekly	Monthly
Dust mop hard surface floors with a treated dust mop.	✓	
Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.	✓	

Scope of Work

Exhibit A: To Jani-King Maintenance Agreement

Cleaning Schedule

Location(s) Where Services Will Be Performed:

Building Name(s): Parma Heights Police Department
Street: 6184 Pearl Road
City: Parma Heights
State: Ohio
Zip: 44130

Named Areas:

A. Client Scope Attached

City of Parma Heights, Ohio
Parma Heights Police Department
Office of Chief Steven Greene

440-884-1235 | 6184 Pearl Road, Parma Heights Oh 44130 | 440-842-1029 FAX

General Areas
- Garbage
- Rugs/Floors

Roll Call Room
- Desk/Computer area
- Table
- Coffee area
- Rugs/Floor

Men's Locker Room
- Toilets
- Urinals
- Sinks
- Rugs/Floor

Gym
- Restroom
  - Toilet
  - Urinal
  - Shower
- Floors

Sergeants' Locker Room
- Floors

Women's Locker Room / Restroom
- Toilet
- Sink
- Rugs/Floors

Clerk Office / Area
- Rugs/Floors
- Front window countertop

Lobby
- Glass door
- Front window
- Front window countertop
- Rugs/Floors

Bureau Restroom
- Garbage
- Toilet
- Sink
- Floor

Bureau Kitchen
- Garbage
- Countertop
- Rug/Floor

Bureau Offices / Admin Offices
- **Chief's Office**
  - Windows
  - Rugs/Floor outside of office
- Garbage
- Rug/Floors

Range
- Garbage
- Restrooms
  - Toilets
  - Urinals
  - Sinks
- Countertop
- Tables
- Rugs/Floors

Proposal Prepared For:

Client: City of Parma Heights | Robert Sepik | rsepik@parmaheights.us | (440) 884-9600

Cleaning Locations: City of Parma Heights City Hall, 6281 Pearl Road, | Parma Heights, Ohio 44130

The Cassidy Theatre, 6200 Pearl Road, Parma Heights, Ohio 44130

Parma Heights Police Department, 6184 Pearl Road, Parma Heights, Ohio 44130

Monthly Services

Description	Subtotal
☑ **City Hall — 3x per week** 6281 Pearl Road, Parma Heights, Ohio 44130 Provide cleaning services in accordance with the scope of work.	$1,361 /month
☑ **The Cassidy Theatre — 1x per week** 6200 Pearl Road, Parma Heights, Ohio 44130 Provide cleaning services in accordance with the scope of work.	$487/month
☑ **Parma Heights Police Department — 3x per week** 6184 Pearl Road, Parma Heights, Ohio 44130 Provide cleaning services in accordance with the scope of work.	$1,493 /month
SUBTOTAL (tax not included)	**$3,341**

Service Days

Select the days of the week you'd like to have service provided.

Select your service days below:
☐ **Monday** City Hall: 12am to 9am
☐ **Tuesday** Police Department: 3pm to 10pm
☐ **Wednesday** City Hall: 12am to 9am; Cassidy Theatre: Tues. 8pm to Wed. 10am
☐ **Thursday** Police Department: 3pm to 10pm
☐ **Friday** City Hall: 12am to 9am
☐ **Saturday**
☐ **Sunday** Police Department: 7:30am to 10pm
☐ **Weekend** (anytime between Friday night and Monday morning)
☐ **Undetermined**

Exhibit B: To Jani-King Maintenance Agreement

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into this _____ day of _____, 20_____ (the "Effective Date"), by and between:

The City of Parma Heights, Ohio (the "Disclosing Party")

Address: 6281 Pearl Road, Parma Heights, OH 44130 AND

Jani-King of Cleveland (the "Receiving Party")

Address: 9075 Town Centre Drive, Broadview Heights, OH 44147

The Disclosing Party and the Receiving Party are collectively referred to herein as the "Parties."

1. Purpose

The Parties are entering into a contractual agreement (the "Underlying Agreement") under which the Receiving Party will provide janitorial, cleaning, maintenance, and related services to facilities owned, leased, or operated by the Disclosing Party. In connection with the provision of these services, the Receiving Party may encounter, observe, be exposed to, or have access to certain confidential and proprietary information belonging to the Disclosing Party. The purpose of this Agreement is to ensure the protection and confidentiality of such information. The Disclosing Party strictly prohibits any access to and/or disclosure of Confidential Information. The Receiving Party agrees to refrain from access to and/or disclosure of Confidential Information.

2. Definition of Confidential Information

"Confidential Information" shall mean any and all documentation or information maintained in the offices and/or premises of the Disclosing Party, which may be encountered by the Receiving Party, in any form or medium (including, but not limited to, verbal, written, electronic, or visual), that is not generally known to the public, and which the Receiving Party may observe, access, or obtain knowledge of during the performance of the Underlying Agreement.
Confidential Information includes, but is not limited to:
Security Information: Access codes, security protocols, alarm codes, location of security devices, key locations, or details of facility security systems.
Facility Layouts: Floor plans, non-public facility blueprints, or internal layouts of government offices, police stations, courts, or other sensitive areas.
Operational Information: Non-public scheduling details, staffing levels, internal communication details, or proprietary methods of operation.
Personal Data: Any personally identifiable information (PII) or Criminal Justice Info (CJI) of city employees, officials, or of any person that may be inadvertently accessed or observed, including names, addresses, contact information, insurance information, criminal history, birthdates, social security numbers, other identifying numbers, and job titles.
Governmental Documents: Drafts, notes, or copies of non-public city documents, memoranda, or files that the janitorial staff may incidentally see or handle.
Confidential Information shall not include information that:
(a) Is or becomes publicly available through no fault or breach of this Agreement by the Receiving Party.
(b) Is known to the Receiving Party prior to the time of disclosure by the Disclosing Party, as evidenced by written records.
(c) Is independently developed by the Receiving Party without reference to or use of the Confidential Information.
(d) Is obtained by the Receiving Party from a third party who has the legal right to disclose it without restriction.

3. Obligations of the Receiving Party

The Receiving Party agrees to the following:
Unauthorized Access: The Receiving Party agrees to refrain from viewing, reviewing, reading, photographing, copying or otherwise accessing Confidential Information which it may encounter, observe or be exposed to during the performance of the services or otherwise while within Disclosing Party's offices.

Non-Disclosure: The Receiving Party shall not disclose, disseminate, publish, or otherwise communicate any Confidential Information to any third party without the prior written consent of the Disclosing Party, including directly, indirectly, or through any medium, including social media.
Limited Use: The Receiving Party shall use the Confidential Information solely for the purpose of performing the services under the Underlying Agreement.
Protection: The Receiving Party shall take all reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of the Confidential Information. At a minimum, these measures shall be equivalent to those the Receiving Party uses to protect its own highly confidential information.
Staff Access: The Receiving Party shall restrict access to the Confidential Information to only those employees, contractors, or agents ("Representatives") who need to know such information for the purpose of performing the services. The Receiving Party shall ensure that its Representatives are bound by written agreements containing non-disclosure obligations no less restrictive than those contained herein. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

4. Term and Termination

Term: The obligations set forth in this Agreement shall commence on the Effective Date and shall remain in effect for the duration of the Underlying Agreement, and shall survive the termination or expiration of the Underlying Agreement for a period of five (5) years.
Return of Information: Upon written request by the Disclosing Party or upon termination of the Underlying Agreement, the Receiving Party shall promptly return or destroy all documents, notes, computer files, and other tangible materials representing the Confidential Information, and any copies thereof, and shall certify in writing that all such materials have been returned or destroyed.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and any disputes arising under this Agreement shall be brought exclusively in the appropriate court in or having jurisdiction over Parma Heights, Ohio.

6. Remedies

The Receiving Party acknowledges that unauthorized use or disclosure of Confidential Information will cause irreparable harm to the Disclosing Party, for which damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief (in addition to any other remedies available at law or in equity, including, but not limited to, criminal prosecution under R.C. 2913.04 and/or any other applicable ordinances and statutes, and civil and criminal actions seeking monetary damages) to prevent any actual or threatened breach of this Agreement. In the event of breach of this NDA, Disclosing Party also reserves the right to terminate the Underlying Agreement.
Furthermore, the Receiving Party agrees that it shall terminate or prohibit entry upon Disclosing Party's office premise, any personnel suspected of breaching this NDA, or otherwise upon the complaint and request of the Disclosing Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

RECEIVING PARTY:	CITY:
_____	_____
(Signature of Receiving Party)	Marie Gallo, Mayor of the City of Parma Heights
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Exhibit C: To Jani-King Maintenance Agreement

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into this _____ day of _____, 20_____ (the "Effective Date"), by and between:

The City of Parma Heights, Ohio (the "Disclosing Party")

Address: 6281 Pearl Road, Parma Heights, OH 44130 AND

_____ (the "Receiving Party")

Address: _____

_____

The Disclosing Party and the Receiving Party are collectively referred to herein as the "Parties."

1. Purpose

The Parties are entering into a contractual agreement (the "Underlying Agreement") under which the Receiving Party will provide janitorial, cleaning, maintenance, and related services to facilities owned, leased, or operated by the Disclosing Party. In connection with the provision of these services, the Receiving Party may encounter, observe, be exposed to, or have access to certain confidential and proprietary information belonging to the Disclosing Party. The purpose of this Agreement is to ensure the protection and confidentiality of such information. The Disclosing Party strictly prohibits any access to and/or disclosure of Confidential Information. The Receiving Party agrees to refrain from access to and/or disclosure of Confidential Information.

2. Definition of Confidential Information

"Confidential Information" shall mean any and all documentation or information maintained in the offices and/or premises of the Disclosing Party, which may be encountered by the Receiving Party, in any form or medium (including, but not limited to, verbal, written, electronic, or visual), that is not generally known to the public, and which the Receiving Party may observe, access, or obtain knowledge of during the performance of the Underlying Agreement.
Confidential Information includes, but is not limited to:
Security Information: Access codes, security protocols, alarm codes, location of security devices, key locations, or details of facility security systems.
Facility Layouts: Floor plans, non-public facility blueprints, or internal layouts of government offices, police stations, courts, or other sensitive areas.
Operational Information: Non-public scheduling details, staffing levels, internal communication details, or proprietary methods of operation.
Personal Data: Any personally identifiable information (PII) or Criminal Justice Info (CJI) of city employees, officials, or of any person that may be inadvertently accessed or observed, including names, addresses, contact information, insurance information, criminal history, birthdates, social security numbers, other identifying numbers, and job titles.
Governmental Documents: Drafts, notes, or copies of non-public city documents, memoranda, or files that the janitorial staff may incidentally see or handle.
Confidential Information shall not include information that:
(a) Is or becomes publicly available through no fault or breach of this Agreement by the Receiving Party.
(b) Is known to the Receiving Party prior to the time of disclosure by the Disclosing Party, as evidenced by written records.
(c) Is independently developed by the Receiving Party without reference to or use of the Confidential Information.
(d) Is obtained by the Receiving Party from a third party who has the legal right to disclose it without restriction.

3. Obligations of the Receiving Party

The Receiving Party agrees to the following:

Unauthorized Access: The Receiving Party agrees to refrain from viewing, reviewing, reading, photographing, copying or otherwise accessing Confidential Information which it may encounter, observe or be exposed to during the performance of the services or otherwise while within Disclosing Party's offices.
Non-Disclosure: The Receiving Party shall not disclose, disseminate, publish, or otherwise communicate any Confidential Information to any third party without the prior written consent of the Disclosing Party, including directly, indirectly, or through any medium, including social media.
Limited Use: The Receiving Party shall use the Confidential Information solely for the purpose of performing the services under the Underlying Agreement.
Protection: The Receiving Party shall take all reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of the Confidential Information. At a minimum, these measures shall be equivalent to those the Receiving Party uses to protect its own highly confidential information.
Staff Access: The Receiving Party shall restrict access to the Confidential Information to only those employees, contractors, or agents ("Representatives") who need to know such information for the purpose of performing the services. The Receiving Party shall ensure that its Representatives are bound by written agreements containing non-disclosure obligations no less restrictive than those contained herein. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

4. Term and Termination

Term: The obligations set forth in this Agreement shall commence on the Effective Date and shall remain in effect for the duration of the Underlying Agreement, and shall survive the termination or expiration of the Underlying Agreement for a period of five (5) years.
Return of Information: Upon written request by the Disclosing Party or upon termination of the Underlying Agreement, the Receiving Party shall promptly return or destroy all documents, notes, computer files, and other tangible materials representing the Confidential Information, and any copies thereof, and shall certify in writing that all such materials have been returned or destroyed.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and any disputes arising under this Agreement shall be brought exclusively in the appropriate court in or having jurisdiction over Parma Heights, Ohio.

6. Remedies

The Receiving Party acknowledges that unauthorized use or disclosure of Confidential Information will cause irreparable harm to the Disclosing Party, for which damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief (in addition to any other remedies available at law or in equity, including, but not limited to, criminal prosecution under R.C. 2913.04 and/or any other applicable ordinances and statutes, and civil and criminal actions seeking monetary damages) to prevent any actual or threatened breach of this Agreement. In the event of breach of this NDA, Disclosing Party also reserves the right to terminate the Underlying Agreement.
Furthermore, the Receiving Party agrees that it shall terminate or prohibit entry upon Disclosing Party's office premise, any personnel suspected of breaching this NDA, or otherwise upon the complaint and request of the Disclosing Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

RECEIVING PARTY:	CITY:
_____	_____
(Signature of Receiving Party)	Marie Gallo, Mayor of the City of Parma Heights
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Jani-King® Maintenance Agreement

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Ohio Services CLE, LLC D/B/A Jani-King of Cleveland ("Jani-King") and the City of Parma Heights ("Client").

1.PERFORMANCE OF SERVICES

1.1. Performance of the services (as described herein) shall begin the _____. ("Effective Date")

1.2. The initial term of this Agreement shall be for one (1) year from the Effective Date.

1.3. Jani-King will provide or cause a Jani-King franchisee(s) to provide the services described in Exhibit A, attached hereto and incorporated herein as part of this Agreement ("Services") to the "Named Areas" which are defined in Exhibit A.

1.4. The Services shall be performed at the location(s) listed on Exhibit A.

1.5. Jani-King agrees to provide the Service to the Named Areas as detailed in the "Cleaning Schedule" section of the proposal.

1.6. Jani-King or its authorized Jani-King Franchise Owner agrees to furnish all equipment and tools necessary to provide the Services. Client is not responsible for providing, repairing, or replacing any of Jani-King's or any Jani-King Franchisee's equipment, including vacuums.

1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials or, alternatively, Client is to provide written correspondence to Jani-King and its authorized franchise owner detailing any and all location(s) of asbestos and other hazardous materials.

1.8. Jani-King shall be responsible for any Jani-King Franchisee that is selected and instructed to perform Services for the Client at the Named Areas pursuant to the Cleaning Schedule. Jani-King represents that any Jani-King Franchisee so designated to perform Services shall be identified and introduced to the Client prior to entry upon the Named Areas. No persons from Jani-King or any Franchisee shall be permitted to enter upon the Named Areas without prior authorization and consent of the Client in writing. Said persons shall be required to submit all personal information necessary for, and remain subject to, background checks prior to authorization by the Client to enter the Named Areas. Background checks may include background checks administered by the Parma Heights Police Department, which may include BCI and FBI fingerprint checks. Further, any persons from Jani-King or any franchisee must complete CJIS (Criminal Justice Information Services) Security Awareness Training annually, to the satisfaction of the Parma Heights Police Department and the Criminal Justice Information Services security policy.

1.9. Jani-King, any Jani-King Franchisee, and any representative of Jani-King and any Jani-King Franchisee permitted to enter upon the Client's premises shall execute corresponding Non-Disclosure Agreements, attached hereto as Exhibit B and Exhibit C.

2.PAYMENT OF SERVICES

2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibit A, (any such additional Services must be approved in by the Client in writing prior to any performance by Jani-King), and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased on behalf of Client as agreed to. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice, or as otherwise agreed to by the parties.

2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays. Specifically, Jani-King agrees to adjust the Cleaning Schedule in the event of an agreed holiday so that Services are performed by Jani-King on an alternate date approved by the Client. All other credits must be agreed to in writing prior to the subsequent month's payment due date.

2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service, or mutually agreed upon changes. Any modifications in service pricing will only be binding if in writing and signed by both parties. In the event a mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

2.4. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King agrees to notify the Client in writing and allow ten (10) days to cure prior to exercising its rights herein; Jani-King may (1) suspend Services to Client until such time Client has paid for all services rendered to date or (2) terminate the Agreement Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made in advance if it deems Client to be a credit risk.

2.5. If floor care is built into the monthly contract billing amount and is to be done on a monthly, quarterly, bi-annual, or annual basis, that same amount of time must pass before the work will be completed.

2.6. In the event of a natural disaster and/or national emergency, Jani-King will temporarily suspend Client's account, at Client's request, for up to thirty (30) days. Any payments made following said suspension will automatically be applied to the previous month's billing and services.

3.INDEPENDENT BUSINESS RELATIONSHIP

3.1. The authorized Jani-King franchise owner designated for this Agreement will select, hire, and designate all personnel to perform the services. Personnel proposed by any Jani-King Franchisee shall be and remain the responsibility of Jani-King. Such personnel shall be subject to prior review and approval by the Client in writing, including background investigation, before access is granted to any Named Areas. Sections 1.8 and 1.9 shall govern. If Jani-King or its Franchisee grants access to proposed personnel without the Client's prior written approval, Jani-King shall be subject to suspension or termination by the Client, and shall compensate the Client for costs incurred.

3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.

3.3. Jani-King is an independent contractor with respect to all services performed and accepts full and exclusive liability for the payment of any and all applicable contributions or taxes, including, but not limited to;

1) Federal, State, and local taxes;
2) Self-Employment Tax;
3) Social Security Tax;
4) Medicare;
5) Worker's Compensation contributions; and
6) Any other applicable contributions or taxes.

3.4 Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives, franchisees, or representatives of franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4.RENEWAL AND TERMINATION

4.1. This Agreement shall not be automatically extended and renewed for any additional one (1) year terms on the same terms and conditions, set forth herein, but the Client may exercise a written option to renew upon no later than sixty (60) days notice prior to termination of this agreement, or the parties may mutually agree in writing to an extension upon negotiated terms and conditions.

4.2. The Client reserves the right to terminate this Agreement in writing, with or without cause, without regard for nonperformance, upon thirty (30) days notice. In the event of the early termination of this agreement by the Client, the Client shall remain responsible for payment for all Services provided by Jani-King prior to the early termination on a pro rata basis for the days of service in the final month prior to termination.

4.3 All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5.INDEMNFICIATION; LIMITATION OF LIABILITY

5.1. Jani-King warrants that all Services will be performed using Franchisees with commercially reasonable skill, experience, and qualification and in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2. Jani-King, to the fullest extent permitted by Ohio law and decisions thereunder, shall be responsible for any and all personal injury and property damage incurred by the Client which is attributable to the negligent actions or omissions or reckless misconduct of Jani-King, or its officers, employees, franchisees, and/or employees of franchisees, while acting within the scope of their employment and shall indemnify, hold harmless, and defend the Client. Jani-King shall indemnify and hold the Client harmless against any loss, liability or expense incurred in connection with any claim, action, suit, or proceeding arising out of, or as a result of, Jani-King's performance of the Services or its breach of any provision of this Agreement, including, but not limited to, reasonable attorneys' fees and the costs of the Client defending itself against any such claim.

6.GENERAL PROVISIONS

6.1. Jani-King shall maintain insurance throughout the duration of this agreement for the following amounts: General Liability and Comprehensive Automobile Liability Insurance - $1,000,000 single limit per occurrence & $3,000,000 aggregate. Said Insurance shall name the Client, as well as any franchisee, as "Additional Insured" parties, and Jani-King shall provide advance written notice to the Client not less than thirty days prior to the effective date of any modification or cancellation of any such coverage. Certificates of Insurance shall be furnished to the Client.

6.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors, and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement. This Agreement is only valid as written, any changes must be added by written addendum and approved by both parties.

6.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

6.4. This Agreement shall be governed, construed, and interpreted under Ohio law, and shall be deemed to be executed and performed in the County of Cuyahoga, Ohio. Any legal action arising out of or relating to this Agreement shall be governed by laws of the State of Ohio, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a state court located in the County of Cuyahoga, Ohio, or a federal court located in the City of Cleveland, Ohio.

6.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.

6.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

6.7. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.8. Jani-King shall not be liable or responsible to Client, not be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts of circumstances beyond the reasonable control of Jani-King including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

6.9. In the event of a public health emergency as so declared by the appropriate governmental authorities, which requires a change in service, equipment, chemicals, and/or supplies, Jani-King and its franchise owners will offer the services for a reasonable cost to be agreed on in writing. If Client opts to continue with the services as particularly described in this Agreement, Client agrees to hold Jani-King and its franchise owners harmless of any resulting liabilities.

6.10. The heading in this Agreement is for reference only and does not affect the interpretation of this Agreement.

6.11. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and duly executed by each party.

6.12. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Jani-King. Likewise, Jani-King shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Client.

6.13. Jani-King understands and agrees that Section 9.24 of the Ohio Revised Code prohibits the award of a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of entering into an Agreement and warrants that it is now, and will not become subject to an "unresolved" finding for recovery under the Ohio Revised Code Section 9.24, without notifying the Client of such finding. A finding for recovery will result in immediate termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands Not yet accepted.

Proposal Prepared For:

Client: City of Parma Heights | Robert Sepik | rsepik@parmaheights.us | (440) 884-9600

Cleaning Locations: City of Parma Heights City Hall, 6281 Pearl Road, | Parma Heights, Ohio 44130

The Cassidy Theatre, 6200 Pearl Road, Parma Heights, Ohio 44130

Parma Heights Police Department, 6184 Pearl Road, Parma Heights, Ohio 44130

Upon acceptance of this proposal, Jani-King will contact you to make all necessary arrangements for start up.

We genuinely appreciate your business and look forward to a long, mutually beneficial partnership.

OHIO SERVICES CLE, LLC D/B/A JANI-KING OF CLEVELAND

JaniKing's Authorized Agent
Notice Address for Jani-King:
Jani-King of Cleveland
9075 Town Centre Drive, Suite 200
Broadview Heights, Ohio 44147

Signature of President

SIGNATURE
Dan Ohlson

SIGNATURE
Joe Carollo

City of Parma Heights, OH

Signature of Client's Authorized Agent
Billing & Notice Address of Client:
6281 Pearl Road
Parma Heights, Ohio 44130

SIGNATURE
Marie Gallo, Mayor
City of Parma Heights, OH

Related Documents:

Click below to review additional documents.

Ohio Worker's Compensation

View Document

Certificate of Liability

View Document

W-9

View Document

RESOLUTION NO. 2026 – 99

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH SINDYLA CONSULTING GROUP LLC, TO PROVIDE CONSULTING SERVICES FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined the need for and recommends consulting services described in "Exhibit A" to assist the City; and

WHEREAS, it is the desire of this Council to authorize the Administration to enter into an Independent Contractor Agreement with Sindyla Consulting Group LLC to provide consulting services to the City; and

WHEREAS, Council may authorize the personal services described in the agreement between the City of Parma Heights and Sindyla Consulting Group LLC, in the form identified in "Exhibit A", 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 an Independent Contractor Agreement between the City of Parma Heights and Sindyla Consulting Group LLC, in the form identified as "Exhibit A" attached hereto, and made a part hereof as though fully rewritten, and to expend funds for personal services in satisfaction of the Agreement.

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

Section 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to utilize Sindyla Consulting Group LLC to assist the City with telecommunication industry consulting services to avoid a disruption in public service; wherefore, this Resolution shall go into 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

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

THE CITY OF PARMA HEIGHTS

AND

SINDYLA CONSULTING GROUP LLC

This Agreement is entered into this ___ day of_____, 20___, by and between the City of Parma Heights, hereinafter referred to as the "City", and the Sindyla Consulting Group, LLC, an Independent Contractor, hereinafter referred to as the "Consultant" to provide consulting services regarding the City's Cell Tower locations.

ARTICLE I

The terms of this Agreement shall be from January 1, 2027 to December 31, 2027. Either party may cancel this Agreement, for cause, with thirty (30) days written notice to the other party 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 the Agreement is canceled by the parties prior to completion, the Consultant, within twenty (20) days, shall submit a certified final progress report if a percentage of the work completed by the date as certified in this statement, subject to the provisions of this Agreement.

In the event that the City is notified that the funding is terminated for any reason, the City shall immediately notify the Consultant of the termination of funding.

The City may terminate this Agreement for its convenience at any time upon providing five (5) days' notice to the Consultant. In such case, the Consultant shall be entitled to receive full compensation for all services and work performed prior to the date of termination. Payment of such compensation is the sole and exclusive remedy of the Consultant for termination of this Agreement.

The Consultant shall be liable for breach of contract for failure to complete the tasks identified in the scope of services on time and in the matter set forth below.

ARTICLE II

Consultant will be responsible for the following activities, including, but not limited to;

1) Consultation on the use of city-owned telecommunications towers (Greenbriar and Nathan Hale) by current and future tenants;

2) Meet with Mayor and staff as needed to gather information and provide updates as needed;

3) Reports and recommendations delivered as needed;

4) Prepare and propose recommendations for the Mayor for approval by City Council;

5) Other appropriate duties as necessary and specified, including but not limited to negotiation of contracts and revenue obligations; and

6) Provision of confidential legal advice and legal services to the City, including, but not limited to, strategic contract negotiation services and the drafting of contract documents.

ARTICLE III

It is intended that the Consultant's relationship to the City be that of an independent contractor. The Consultant:

1) Shall set his own schedule;

2) Shall control the means, manner, and direction of completing the activities contemplated by this Agreement;

3) Is free to engage in other activities and perform similar services for other businesses;

4) Is a separate and distinct business entity for which the services set forth above are being performed and is not an employee of the City and is not entitled to participate in the Ohio Public Employees Retirement System;

5) In performing the services specified under the terms of this Agreement, the Consultant shall not be precluded from selecting his own personnel to perform the activities required in the scope of services set forth above; and

6) Shall exercise independent professional judgment and provide confidential legal services.

ARTICLE IV

The City agrees to pay the Consultant at a rate of Two Hundred and Seventy-Five Dollars ($275.00) per hour. The total fees under this agreement shall not exceed Fifteen Thousand Dollars ($15,000.00) unless the City consents to a higher amount in writing. Such consent may be given by the Mayor without any further authorization from the City Council. The Consultant shall incur all primary business expenses and is solely responsible for all continuing or business liabilities for the services performed.

ARTICLE V

The Consultant agrees to inform the City of all the Consultant's interests, if any, which may be, or which the Consultant has reason to believe may be, incompatible with the interests of the City. In addition to the foregoing, the Consultant agrees not to make improper use of any information that comes to himself or his agents or representatives in the performance of services under this Agreement.

ARTICLE VI

"Confidential Information," as used in this Agreement, means any oral, written, or documentary information or information that is stored by electronic means which (i) relates to this Agreement, (ii) is received by one of the parties from the other, and in the case of written information, (iii) is marked "Confidential," "Proprietary" or bears a marking of like import or which the Disclosing Party states in writing at the time of transmittal to, or receipt by, the Receiving Party is to be considered confidential. Orally disclosed information shall be considered confidential if identified as such as the time of disclosure and if followed up in writing within ten (10) calendar days, with the information identified and marked as confidential.

The Receiving Party shall not disclose to others, or use for any purpose of its own, any Confidential Information, financial or business data, technical data, or other confidential or proprietary information obtained from the Disclosing Party, or from an affiliated entity of the Disclosing Party, as a result of work done pursuant to this Agreement, or generated or developed in the performance of work under this Agreement. The Receiving Party will not display for any purpose any drawing, letter, report, other document, or any copy or reproduction thereof belonging to or pertaining to the Disclosing Party, or to an affiliated entity of the Disclosing Party, unless such drawing, letter, report, or other document has been previously published by the Disclosing Party. Upon termination of this Agreement, the Receiving Party agrees to return all Confidential Information to the Disclosing Party.

ARTICLE VII

The Consultant is an independent contractor with respect to all services performed and does not accept full and exclusive liability for the payment of any and all applicable contributions or taxes, including, but not limited to;

1) Federal, State, and local taxes;

2) Self-Employment Tax;

3) Social Security Tax;

4) Medicare;

5) Worker's Compensation contributions; and

6) Any other applicable contributions or taxes.

ARTICLE VIII

The Consultant, to the fullest extent permitted by Ohio law and decisions thereunder, shall be responsible for any and all personal injury and property damage incurred by the City which is attributable to the negligent actions or omissions or reckless misconduct of the Consultant, or its officers or employees while acting within the scope of their employment and shall indemnify, hold harmless, and defend the City.

ARTICLE IX

The Consultant understands that Section 9.24 of the Ohio Revised Code prohibits the award of a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of entering into an Agreement and warrants that it is now, and will not become subject to an "unresolved" finding for recovery under the Ohio Revised Code Section 9.24, without notifying the City of Health of such finding. A finding for recovery will result in immediate termination of this Agreement.

ARTICLE X

In any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such provision shall not be affected thereby.

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

TO THE CITY:

City of Parma Heights
Attn: Mayor Marie Gallo
6281 Pearl Road
Parma Heights, Ohio 44130
(440) 884-9600
mayorsoffice@parmaheights.us

TO THE CONSULTANT:

Sindyla Consulting Group, LLC
Attn: John R. Sindyla
5546 Pearl Road
Parma, Ohio 44129
(440) 915-2893
jrsindyla@hotmail.com

ARTICLE XI

This Agreement shall be interpreted according to the laws of the State of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this Agreement shall be brought in a court of competent jurisdiction in the State of Ohio.

ARTICLE XII

This Agreement represents the entire integrated Contract between the City and the Consultant and it supersedes all prior negotiations, representations, or agreements, either written or oral. By mutual consent, this Contract may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by all parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first written above.

FOR THE CITY:	FOR THE CONSULTANT:
_____	_____
Mayor Marie Gallo	John R. Sindyla
_____	_____
Date	Date

Approved as to form: _____
Mark A. Schneider, Director of Law
City of Parma Heights

RESOLUTION NO. 2026 - 100

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ACCEPT AND EXPEND A GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT 2025 THROUGH THE OHIO OFFICE OF CRIMINAL JUSTICE SERVICES (OCJS) FOR THE PURCHASE OF POLICE IN-CAR RADIOS FOR USE BY THE PARMA HEIGHTS POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Office of Criminal Justice Services approved the Parma Heights application for grant funding from the Edward Byrne Memorial Justice Assistance Grant 2025; and

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant 2025 will provide partial funding for the purchase of police in-car radios; and

WHEREAS, the City of Parma Heights will be required to match twenty-five percent (25%) of the grant monies at $16,000.00. OCJS will provide seventy-five percent (75%) of the original project cost at $48,000.00, for a total amount of $64,000.00.

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 hereby authorized and directed to accept and expend monies from the Edward Byrne Memorial Justice Assistance Grant 2025 through the Ohio Office of Criminal Justice Services for the purchase of police in-car radios for use by the Parma Heights Police Department, and to execute a subgrant award agreement.

Section 2: That Council hereby authorizes the obligation and expenditure of twenty-five percent (25%) matching funds, currently calculated at $16,000.00, required to satisfactorily comply with the grant.

Section 3: That Council hereby authorizes the Administration to execute any further documents and/or contracts and to take any further actions necessary to apply for, receive, and/or expend grant awards.

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

Section 5: This Resolution 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 it is necessary to replace the existing police in-car radios that have exceeded their service life and to avoid a disruption in public service; 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

RESOLUTION NO. 2026 - 101

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO PURCHASE POLICE IN-CAR RADIOS FROM CLEVELAND COMMUNICATIONS, INC. AT A STATE PURCHASE PRICE OF $249,857.49, AND DECLARING AN EMERGENCY

WHEREAS, the Police Chief has determined the need for and recommends that this Council authorize the purchase of police in-car radios from Cleveland Communications, Inc.; and

WHEREAS, Cleveland Communications, Inc. has provided a quote for police in-car radios for the Parma Heights Police Department in the amount of Two Hundred Forty-Nine Thousand Eight Hundred Fifty-Seven Dollars and Forty-Nine Cents ($249,857.49), as indicated by the attached Exhibit "A", incorporated herein as if fully rewritten; and

WHEREAS, the City will utilize grant funding awarded through the Office of Criminal Justice Services (OCJS) from the Edward Byrne Memorial Justice Assistance Grant 2025 in the amount of $48,000.00 towards this purchase; and

WHEREAS, Council may authorize this acquisition pursuant to the State Purchasing Program without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter, and Section 145.08 of the Codified Ordinances.

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 hereby authorized and directed to purchase police in-car radios from Cleveland Communications, Inc. for the sum of $249,857.49, as described in Exhibit "A", attached hereto and incorporated by reference.

Section 2: Council does hereby authorize the purchase under the terms described in attached Exhibit "A", pursuant to the State Purchasing Program without competitive bidding process pursuant to Article V Section 6 of the Charter, and Section 145.08 of the Codified Ordinances.

Section 3: 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 meeting open to the public, in compliance with the law.

Section 4: 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 immediately necessary to secure favorable pricing and to prevent the disruption of vital city services; 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 A

Cleveland Communications, Inc.
5220 Hauserman Road
Cleveland, OH 44130
USA

Voice: 216-398-6500
Fax: 216-741-4329

QUOTATION

Quote Number: PHPD112026
Quote Date: Nov 20, 2026
Page: 1

Quoted To:

PARMA HTS, CITY OF--PD
Sgt Eric Taylor
6184 PEARL RD
PARMA HTS, OH 44130

Customer ID	Good Thru	Payment Terms	Sales Rep
PARMAHTSPD	12/20/26	Net 30 Days	Jason Wester

Quantity	Item	Description	Unit Price	Amount
		(x30) Single Band XL-185M Mobile (Basic configuration) - Mobile- (x9) HHC units and (x21) Standard Control Head Units		
30.00	XT-MPS1M	XL-185M 7/800, 900 MHZ	2,899.40	86,982.00
30.00	XT-PL4L	FEATURE, SINGLE BAND 7/800	0.01	0.30
30.00	XT-PKGPT	P25 TRUNKING	1,368.00	41,040.00
30.00	XT-LLA	LINK LAYER AUTHENTICATION	106.40	3,192.00
30.00	XT-PKG8F	FEATURE 256-AES 64 DES ENCRYPT	596.60	17,898.00
30.00	XT-PL4F	FEATURE, PHASE 2 TDMA	209.00	6,270.00
30.00	XT-PL8Y	ENCRYPTION LITE	0.01	0.30
21.00	XT-CP6A	CONTROL UNIT, XL-CH	1,406.00	29,526.00
9.00	XT-CP6B	CONTROL UNIT, XL-MOBILE RHHC	931.00	8,379.00
30.00	XT-MC6A	STANDARD MOBILE MIC	79.80	2,394.00
21.00	XT-MA4A	MOBILE UNIVERSAL MOUNTING KIT	376.20	7,900.20
9.00	XT-ZM6B	KIT, INSTALL, XL-MOBILE RHHC	750.00	6,750.00
30.00	XT-LS6A	EXTERNAL MOBILE SPEAKER	45.60	1,368.00
		-Install & Parts-		
30.00	420639	740-870MHz LOW PROFILE	59.98	1,799.40
30.00	419440	3/4" BRASS MT CABLE	31.58	947.40
30.00		DB Speaker Harness	24.99	749.70
30.00	MMBP-1	Magnetic Mic	45.99	1,379.70
21.00		Faceplate Bracket CC-200	41.99	881.79
30.00	48843	TNC MALE CRIMP - RG58	9.99	299.70
30.00	LABOR - ON SITE	ON SITE SVC/LABOR & TRAVEL	720.00	21,600.00
		-Warranty-		

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

Cleveland Communications, Inc.
5220 Hauserman Road
Cleveland, OH 44130
USA

Voice: 216-398-6500
Fax: 216-741-4329

QUOTATION

Quote Number: PHPD112026
Quote Date: Nov 20, 2026
Page: 2

Quoted To:

PARMA HTS, CITY OF--PD
Sgt Eric Taylor
6184 PEARL RD
PARMA HTS, OH 44130

Customer ID	Good Thru	Payment Terms	Sales Rep
PARMAHTSPD	12/20/26	Net 30 Days	Jason Wester

Quantity	Item	Description	Unit Price	Amount
30.00	XT-Y3EWP	XL-185 3 YR WARRANTY Ohio STS 073-534414	350.00	10,500.00
			Subtotal	249,857.49
			Sales Tax	
			TOTAL	**249,857.49**

General Information

Contract Name
IT Hardware and Software - L3Harris STS

Supplier
L3HARRIS TECHNOLOGIES INC

Contract ID
CTR002463-A7

Contract Responsible
Blaut Michael

State Contract Number
534414

Contract Type
Waiver of Competitive Selection

Amendment Comments
12 month extension to finalize amendment

Index Number
STS033

Contract Sub-Type
State Term Schedule-S&LG

Market Type
OPEN: Open Market

Contracting Entity
DAS-Administrative Services

Contract Owner
OIT

Catalog Enabled
Hosted

Public Comments
NA

Sourcing Project

Status
Signed

Minimum Contract Purchase Amount

Parent Contract
534414 - IT Hardware and Software Amendment #6

Parent Agreement

Predecessor Contract

Documents

Contract Validity

Effective Date
11/19/2025

Original End Date
6/30/2023

Max. End Date

Current End Date
12/31/2026

Contract Scope

Participating Organizations
OHIO

Commodities
Computer Equipment and Accessories, Data Voice or Multimedia Network Equipment or Platforms and Accessories, Software

Summary of Amendments

Amendment Reason	Status	Contract ID	Amendment Comments	Name	Effective Date
	Amended	CTR002463-A4		IT Hardware and Software	11/7/2022
Renewal	Amended	CTR002463-A6	6 month renewal for completion of renewal/language update.	IT Hardware and Software Amendment #6	5/27/2025

Amendment Reason	Status	Contract ID	Amendment Comments	Name	Effective Date
Renewal	Amended	CTR002463-A5	STS biennium renewal through 6/30/2025.	L3 Harris Corporation - IT Hardware and Software	5/25/2023

3 Record(s)

Dealer/Distributors

OAKS ID	Dealer	Status	Dealer ID	Does not accept Purchase Orders	MBDD Status
0000268830	L3HARRIS TECHNOLOGIES INC	Active Supplier		No	
0000232435	HUDSON COMMUNICATIONS LLC	Active Supplier	1	No	
0000074699	PETERSON RADIO INC	Active Supplier	2	No	
0000056794	CLEVELAND COMMUNICATIONS INC	Active Supplier	3	No	
0000205973	AMK SERVICES LLC	Active Supplier	4	No	
0000247531	WS ELECTRONICS	Active Supplier	8	No	

6 Record(s)