City of Parma Heights
NOTICE AND AGENDA
Council Meeting

6281 Pearl Road
Monday, November 9, 2026
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: **OCTOBER 26, 2026 – CITY COUNCIL**
OCTOBER 26, 2026 – CITY COUNCIL WORK SESSION

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: **NONE AT THIS TIME**

PUBLIC SESSION

MISCELLANEOUS BUSINESS: ADJOURN TO EXECUTIVE SESSION TO DISCUSS PENDING OR IMMINENT COURT ACTION

LEGISLATION:

1. **RECESS TO HOLD A PUBLIC HEARING ON THE PROPOSED LEGISLATION (ITEMS 3, 4 AND 5) OF THIS AGENDA.**

2. **RESUME COUNCIL MEETING TO CONSIDER REMAINING AGENDA ITEMS**

Third Reading

3. **ORDINANCE NO. 2026 - 58**
AN ORDINANCE AMENDING SECTION 1131.02 ENTITLED "DEFINITIONS" OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY, AS AMENDED

4. **ORDINANCE NO. 2026 - 59**
AN ORDINANCE AMENDING SECTION 1185.02 ENTITLED "PERMITTED USES" OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED

5. **ORDINANCE NO. 2026 - 60**
AN ORDINANCE AMENDING SECTION 1195.05 ENTITLED, "COMMERCIAL USE-SPECIFIC REGULATIONS" OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY, AS AMENDED

6. **RESOLUTION NO. 2026 – 81**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE VEHICLES AND/OR EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET, AND DECLARING AN EMERGENCY

Second Reading

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

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

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

First Reading

10. **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

11. **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

12. **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

13. **ORDINANCE NO. 2026 - 92**
    AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A FUND ENTITLED "BLOSSOM SUTHERLAND SANITARY SEWER IMPROVEMENT PHASE 1 PROJECT FUND", FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

14. **RESOLUTION NO. 2026 – 93**
    A RESOLUTION AUTHORIZING AND DIRECTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO MAKE ADVANCES OF ALL PROPERTY TAXES LEVIED ON THE 2026 TAX LIST AND DUPLICATE OF THE CITY OF PARMA HEIGHTS, OHIO, AND DECLARING AN EMERGENCY

15. **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

ADJOURNMENT

ORDINANCE NO. 2026 - 58

AN ORDINANCE AMENDING SECTION 1131.02 ENTITLED "DEFINITIONS" OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the types of products sold by the smoking industry are ever-changing in form and addictiveness; and

WHEREAS, there is an over-concentration of smoking businesses in the City; and

WHEREAS, in order to consider reasonable regulations to protect the health, welfare, safety, peace, and comfort for the citizens of the City of Parma Heights, the City intends to reasonably regulate the saturation of smoke shops~~.~~; and

WHEREAS, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of the amended Ordinance in order to allow for the regulation of the saturation of smoke shops within the City; and

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

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

Section 1**:** That Section 1131.02 of the Codified Ordinances shall be amended and, as amended, shall henceforth read as shown by edits set forth in Exhibit "A", which are 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 any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for further reason that it is necessary to regulate the saturation of smoke shops within the City prior to the expiration of the City's moratorium; wherefore, this Ordinance shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

EXHIBIT A

1131.02 DEFINITIONS.

For the purpose of the Planning and Zoning Code, the following terms shall have the meaning herein indicated. Words, phrases, and terms not defined in this chapter or other relevant sections of the Parma Heights Codified Ordinance shall be given their usual and customary meanings, except where the context clearly indicates a different meaning.

(a) "Animal grooming" means an establishment where the primary service provided is the cleaning and grooming of domestic pets including bathing, brushing, combing, nail and hair trimming, etc., and where there are no boarding facilities. The facility may also provide services such as obedience classes, training, or behavioral counseling.

(b) "Artisan production/fabrication" means an establishment or business where an artist, artisan, or craftsperson teaches, makes, or fabricates crafts or products by hand or with minimal automation and may include direct sales to consumers. This definition includes uses such as small-scale fabrication but is not limited to, manufacturing, and other industrial uses and processes such as welding and sculpting.

(c) "Artist work or sales space" means a facility that includes working, teaching and/or selling space for one or more artists, artisans, or musicians.

(d) "Assisted living facility" means residential accommodations designed for and intended to be occupied by individuals who require supervision, assistance and health care services or who are otherwise dependent on the services of others by reason of age or physical or mental impairment.

(e) "Body piercing" means the piercing of any part of the body by someone other than a physician licensed under R.C. Chapter 4731, who utilizes a needle or other instrument for the purpose of inserting an object into the body for non-medical purposes; body piercing includes ear piercing except when the ear piercing procedure is performed on the ear with an ear piercing gun.

(f) "Brewpub" means a restaurant with an onsite micro production facility that sells 25 percent or more of its product on site.

(g) "Business services" means any activity that renders services to other commercial enterprises.

(h) "Clinic" means a building where human patients are admitted for examination and treatment by a group of physicians or dentists practicing medicine together, but who are not lodged overnight. The term clinic does not include a methadone treatment clinic or facility or substance abuse treatment facility as per the Parma Heights Zoning Ordinance.

(i) "Cultural institution" means a public or private facility that provides for the display, performance, or enjoyment of heritage, history or arts. This includes, but is not limited to,

facilities that preserve scientific or artistic objects, including a museum, art gallery, aquarium or planetarium, but does not include movie theaters.

(j) "Day care center" means a commercial facility that provides individuals with care for less than 24 hours per day including, but is not limited to a day nursery, nursery school, pre school, adult day care center, or other supplemental care facility. This term does not include a family day care home, or care that is provided in a residence.

(k) "Drive thru facility" means a building, portion of a building or free-standing structure from which business is transacted directly with customers in a motor vehicle during such business transactions. The term drive thru shall also include a drive up or drive in facility, but shall not include a car wash, gasoline station or motor vehicle service station.

(l) "Dwelling unit" means one or more rooms comprising living, dining, sleeping room or rooms, storage closets, as well as space and equipment for cooking, bathing and toilet facilities, all used by only one household.

(m) "Dwelling, attached single-family" means one building with three or more dwelling units that are structurally attached and adjacent to one another, each dwelling unit being separated from the adjoining unit or units by a wall without openings or offset extending from the basement floor to the roof. Each such building shall be separated from any other buildings by space on all sides, and have elements such as individual ground floor entrances from the outside, individual utility services and which may contain attached garages.

(n) "Dwelling, multiple-family" means a structure designed and used exclusively for residential purposes with three or more dwelling units where each dwelling unit has an individual entrance to the outdoors or to a common hallway.

(o) "Dwelling, single-family" means a dwelling entirely detached and independent from any other structure, arranged, intended or designed to be occupied by a single family.

(p) "Dwelling, two-family" means a detached building designated for, or converted or occupied exclusively by, two households, living independently of each other, with cooking and toilet facilities in each dwelling unit.

(q) "Dwelling" means any building or portion thereof used exclusively for permanent residential purposes, including single-family, two-family, and multi-family dwellings, but not including a hotel, motel or other transient lodging facility

(r) "Family" means one individual, any number of individuals related by blood, adoption or marriage plus no more than three unrelated individuals, or not more than four unrelated individuals occupying a dwelling unit as their primary place of residence and living as a single housekeeping unit, but not including groups occupying a hotel, motel or other transient lodging facility.

(s) "Group home, large" means a licensed residential facility that complies with the regulations of either R.C. § 5119.341(B) for residential facilities for 6 to 16 persons with

mental health issues or R.C. § 5123.19(N) residential facilities for 9 to 16 persons with developmental disabilities.

(t) "Laboratory and research facility" means a building or group of buildings for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

(u) "Light industrial" means the assembly, processing, or similar uses which are entirely conducted indoors and are not disruptive of, or incompatible with, surrounding facilities. Light manufacturing and production does not include industrial processing from raw materials.

(v) "Live/work unit" means a building or space within a building used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.

(w) "Medical or dental offices or clinic" means a licensed facility for examining and treating patients with medical problems or for oral health on an out-patient basis. A medical clinic is not a methadone treatment clinic or facility or medication maintenance facility or dispensary.

(x) "Medication maintenance facility or dispensary" means a licensed facility that provides out-patient, nonresidential counseling of patients and where any form of prescription medication is dispensed to individuals, by a doctor, for use or consumption on-site as opposed to a pharmacy that dispenses prescription medication for use at home. Such use may include, but is not limited to, methadone treatment facilities licensed by the State of Ohio. Such use shall not include a medical marijuana dispensary or programs consisting solely of support group activities without treatment by licensed health practitioner, such as Alcoholics Anonymous, Narcotics Anonymous and similar programs.

(y) "Micro-production facility, including micro-brewery, micro-distillery, micro-winery" means a small scale facility that produces a limited amount of a 'craft' or 'artisan' alcoholic beverage, depending on the type of beverage produced, which possesses the appropriate liquor permit from the State of Ohio, and which may sell to the public by one or more of the following methods: the traditional three-tier system (producer to wholesaler to retailer to consumer); the two-tier system (producer acting as wholesaler to retailer to consumer); and, directly to the consumer through carry-outs and/or on-site tasting-room or restaurant sales, depending on the zoning district in which the use is located:

(1) "Micro-brewery" means a facility that produces less than 15,000 barrels (17,600 hectoliters) of beer per year (as defined by the Brewer's Association).

(2) "Micro-distillery" means a facility that produces less than 50,000 proof gallons per year (as defined by the American Distilling Institute).

(3) "Micro-winery" means a facility that produces less than 10,000 cases of wine per year, where all aspects of production occur within the footprint of the structure.

(z) "Mixed use building" means a building that contains at least one floor devoted to allowed nonresidential uses and at least one devoted to allowed residential uses.

(aa) "Permanent cosmetics" means the same as defined in Chapter 773.

(bb) "Restaurant" means an establishment that sells food or beverages in a ready-to-consume state, in individual servings, that the customer consumes while seated at tables or counters located in or immediately adjacent to the building in which the use is located, and that may include carry-out service. This includes any portion of an establishment used for seating for the consumption of food on the premises that sells prepared food or beverages, such as a bakery, delicatessen, cafes, and coffee shops, but does not include smoking lounge.

(cc) "Retail establishment" means an establishment engaged in the selling of goods or merchandise to the general public for personal or household consumption off-site, which is open to the general public during regular business hours and which has display areas that are designed and laid out to attract the general public, but does not include the sale of marijuana products or smoking lounge. In determining a use to be a retail use, the Planning Commission may consider the proportion of display area vs. storage area and the proportion of the building facade devoted to display windows.

(dd) "Setback line" means the line created by the setback established by this Code, generally parallel with and measured from the applicable lot line, as noted herein: the front setback shall be measured from the street right-of-way line, the side setback shall be measured from the side lot line and the rear setback shall be measured from the rear property line.

(ee) "Setback" means the required distance between any structure or parking area and the lot lines of the lot or parcel on which the structure or parking area is located.

(ff) "Smoking lounge" means a business establishment that is dedicated, in whole or in part, to facilitate the on-site consumption of tobacco products, electronic vaping devices, or other nicotine-enriched substances, including but not limited to establishments known variously as cigar lounges, hookah lounges, tobacco clubs, tobacco bars, etc. Any smoking lounge that also constitutes a smoke shop shall be subject to all provisions of the Codified Ordinances that regulate smoke shops.

(gg) "Smoke shop" means any retail establishment at which twenty percent (20%) or more of floor, shelf, and/or display area(s), individually or in the aggregate, is used for the sale of the following types of products:

(1) Any product containing, made of, derived from, or containing any form of CBD, Kratom, and/or Hemp-derived or synthetic cannabinoid, including, but not limited to, Delta-8 THC, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, dissolved, inhaled, absorbed, or ingested by any other means;

(2) Any product containing, made of, or derived from tobacco or containing any form of nicotine that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, dissolved, inhaled, absorbed, or ingested by any other means,

including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

(3) Any Electronic Smoking Device as defined in R.C. 2927.02 and any substance intended to be aerosolized or vaporized during the use of the device, whether the substance contains any form of tobacco, nicotine, CBD, Kratom, and/or Hemp-derived or synthetic cannabinoids; or

(4) Any component, part, or accessory of (1), (2), or (3) above, whether any of these contains tobacco, nicotine, CBD, Kratom, and/or Hemp-derived or synthetic cannabinoids, including, but not limited to, filters, rolling papers, blunt or hemp wraps, or pipes.

No state-licensed medical or adult-use marijuana operator, cultivator, processor, dispensary, laboratory, or entity as defined in and regulated under Chapters 3780 and 3796 of the Ohio Revised Code shall constitute a Smoke Shop for purposes of this section. Additionally, the type of products set forth in this section do not include any product that is a drug, device, or combination product authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(hh ~~gg~~) "Storage, self-service" means a building that is partitioned into contiguous, individual, securely subdivided space for lease to individual customers for storage of personal property, which has independent access and locks under the control of the tenant, and designed to primarily accommodate interior access to individual space via a common entry.

(ii ~~hh~~) "Storage, self-service mini-" means a facility that consists of individual, securely enclosed units attached side-by-side, available for lease to individual customers for storage of personal property, in which each individual space has direct exterior drive-up access to the space that accommodates only passenger vehicles and two-axle non-commercial vehicles.

(jj ~~ii~~) "Tattoo establishment" means the same as defined in Chapter 773.

(kk ~~jj~~) "Use, accessory" means a subordinate use or building customarily incident to and located on the same lot with the main use or building.

(ll ~~kk~~) "Use, conditional" means a use permitted within a district only with a conditional use permit approved according to Chapter 1135.

(mm ~~ll~~) "Use, nonconforming" means one that does not comply with the regulations of the use district in which it is situated.

(nn ~~mm~~) "Use, principal" means the principal use to which the premises are devoted and the primary purpose for which the premises exist.

(oo ~~nn~~) "Vehicle repair, restoration" means a building or portion of a building in which major repairs are conducted. Major repairs include structural repair, rebuilding or reconditioning of motor vehicles, or parts thereof, including collision service; spray painting; body, fender, clutch, transmission, differential, axle, spring, and frame repairs; major overhauling of engines requiring the removal of the engine cylinder, head or

crankcase pan; repairs to radiators requiring the removal thereof; complete recapping or retreading of tires; or similar activities.

(pp ~~oo~~) "Vehicle sales agency" means any establishment engaged in activities such as displaying, offering for sale and selling new motor vehicles at retail, and which may also include operating a service facility to perform repairs and maintenance on motor vehicles, offering for sale and selling motor vehicle parts at retail, offering for sale and selling used motor vehicles at retail, but only as incidental to the sale of new motor vehicles and conducting all other acts that are usual and customary to the operation of a new motor vehicle dealership. For the purposes of this Code, the terms used herein not specifically defined in this chapter shall be defined as in R.C. Chapter 4517 and successors.

(qq ~~pp~~) "Vehicle service station" means a building, part of a building, structure or space which is used for the retail sale of lubricants and motor vehicle accessories, the routine maintenance and service and the making of repairs to motor vehicles, except that repairs described as major repairs in "garage, repair" shall not be permitted.

(rr ~~qq~~) "Yard, front" means an open unoccupied space on the same lot with a building between the front line of the building and the front line of the lot.

(ss ~~rr~~) "Yard, rear" means an open unoccupied space on the same lot with a building between the rear line of the building and the rear line of the lot.

(tt ~~ss~~) "Yard, side" means an open unoccupied space on the same lot with a building situated between the building and the side line of the lot and extending from the street line to the rear line of the lot. Any lot line not a rear line or a front line shall be deemed a side line.

(Ord. 2021-1. Passed 1-25-21; Ord. 2021-22. Passed 7-7-21.)

ORDINANCE NO. 2026 - 59

AN ORDINANCE AMENDING SECTION 1185.02 ENTITLED "PERMITTED USES" OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the types of products sold by the smoking industry are ever-changing in form and addictiveness; and

WHEREAS, there is an over-concentration of smoking businesses in the City; and

WHEREAS, in order to consider reasonable regulations to protect the health, welfare, safety, peace, and comfort for the citizens of the City of Parma Heights, the City intends to reasonably regulate the saturation of smoke shops~~.~~; and

WHEREAS, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of the amended Ordinance in order to allow for the regulation of the saturation of smoke shops within the City; and

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

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

Section 1**:** That Section 1185.02 of the Codified Ordinances shall be amended and, as amended, shall henceforth read as shown by edits set forth in "Exhibit A, as amended", which are 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 any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for further reason that it is necessary to regulate the saturation of smoke shops within the City prior to the expiration of the City's moratorium; wherefore, this Ordinance shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

EXHIBIT A, as amended

1185.02 PERMITTED USES.

No building, structure, premises, or portion thereof, shall be used, arranged to be used, or designed to be used, except as established below.

(a) Permitted Use Table Summary. Table 1185.02 sets forth the uses allowed in the Mixed-Use Districts. The abbreviations used in the table are described as follows:

(1) Uses permitted by right. A "P" in a cell indicates that the use is allowed by right as a principal use in the respective district provided that all requirements of other City ordinances and this Planning and Zoning Code have been met.

(2) Conditional uses. A "C" in a cell indicates that the use is regulated as a conditional use. The use may be permitted in the respective district if approved through the conditional use review process in compliance with Chapter 1135, provided that all standards for specific uses found in Chapter 1195, Supplemental Use Requirements, or elsewhere as referenced herein and other relevant City ordinances and this Planning and Zoning Code have been met.

(3) Accessory uses. An "A" in a cell indicates that the use is a permitted accessory use, provided it is clearly incidental and subordinate to a permitted principal or conditional use listed in Table 1185.02 and that the requirements of all other City ordinances and this Planning and Zoning Code have been met.

(4) Uses not permitted.

A. An "N" in a cell indicates that a use is not permitted in the respective district.

B. Any use not specifically listed in Table 1185.02 shall be a prohibited use in these zoning districts and shall only be permitted upon amendment of this Code and/or the Zoning Map as provided in Chapter 1163 or approval as a similar use as provided in Section 1135.10.

(b) Compliance with Standards. Although a use may be indicated as a permitted principal, conditional or accessory use in a particular district, it shall not be approved on a lot unless it can be located thereon in full compliance with all of the standards and other regulations of this Code applicable to the specific use and lot in question, including but not limited to any supplemental use-specific standards referenced in Table 1135.02.

(c) Indoor/Outdoor Operations. All permitted uses in the Mixed Use Districts shall be conducted within a fully enclosed building unless otherwise expressly authorized. This requirement does not apply to accessory off-street parking and loading areas.

Table 1185.02 Permitted Uses				
	TC-MUD Town Center Mixed-Use	*W130-MUD W 130th St. Mixed-Use*	*N-MUD Neighborhood Mixed-Use*	*Use-Specific Regulations*
Residential:				
Artist Live/Work units, above ground floor	P	P	P	1195.03(a)
Artist Live/Work units, ground floor	C	C	P	1195.03(a)
Dwelling Units, above nonresidential ground floor	P	P	P	
Group Home, Large	C	C	C	1195.03(b)
Multi-Family Building	C	C	P	1195.03(c)
Skilled Nursing and Rehabilitation Facility	C	C	C	1195.03(d)
Town House /Attached Single-Family Dwellings	C	C	P	1195.03(e)
Public and Civic:				
Cultural Institution, Libraries, Religious Assembly	P	P	P	
Day Care Centers, child and adult	P	P	P	
Hospitals	N	C	N	1195.04(a)
Parks, Other Public Open Space	P	P	P	
Public Safety Services	P	P	P	
Recreational Facilities, indoor, public or private	N	C	C	1195.04(b)
Schools, colleges, trade schools	C	C	C	1195.04(c)
Schools, primary and secondary	C	C	C	1195.04(d)
Commercial:				
Animal Services, including veterinary clinics, sales and grooming (but not including boarding kennel)	P	P	P	
Artist Work or Sales Space, Artisan production/fabrication	P	P	P	
Brew pubs and wine bars	P	P	C[1]	1195.05(a)
Business services	P	P	P	
Drive-Through Facility	C	C	C	1195.05(b)
Entertainment, indoor, in association with a permitted use	A	A	C	1195.05(c)
Financial Services	P	P	P[1]	
Funeral Home	P	P	P	
Marijuana Dispensary	C	C	C	Chaps 1190, 752
Medical/Dental offices or clinic	P	P	P[1]	
Medication Maintenance Facility or Dispensary	N	C	N	1195.05(f)
Micro production facility (Micro-brewery, Micro-distillery, Micro-winery)	C	C	N	1195.05(a)
Offices, administrative, general, professional	P	P	P[1]	
Outdoor Dining in association with a restaurant	C	C	C	1195.05(g)
Restaurants	P	P	P[1]	
Personal Service, including health clubs and gyms	P	P	P[1]	
Repair Service, consumer	P	P	P[1]	
Permanent Cosmetics Services in association with a permitted personal service establishment	C	C	N	1195.05(h)
Smoke Shops	P	P	P	1195.06(j)
Tattoo or Body Piercing Services	N	C	N	Chap 733
Retail Sales, general	P	P	P[1]	
Laboratories and Research Facilities	C	C	N	1195.05(d)
Light Industrial	N	C	N	1195.05(d)
Limited Outdoor Operations	N	C	N	1195.05(e)

Table 1185.02 Permitted Uses				
	TC-MUD Town Center Mixed-Use	*W130-MUD W 130th St. Mixed-Use*	*N-MUD Neighborhood Mixed-Use*	*Use-Specific Regulations*
Automotive Uses:				
Car wash	C	C	C	1195.06(a)
Gas station	C	C	C	1195.06(b)
Parking, Commercial Garage	C	C	C	1195.06(c)
Vehicle repair, restoration	C	C	C	1195.06(d)
Vehicle sales, New car sales and associated service	C	C	C	1195.06(e)
Vehicle service	C	C	C	1195.06(f)
Other Accessory Uses and Structures				
Fences and Walls	A	A	A	
Landscape features (including gardens, fountains, sidewalks, and lawns) and ornamental structures	A	A	A	
Maintenance, storage, utility and waste disposal facilities in enclosed structure	A	A	A	
Off-street parking and loading	A	A	A	
Outdoor recreational structures, accessory to a day care center	A	A	A	
Signage	A	A	A	
Temporary transient outdoor business/sales[2]	A	A	A	1195.07

P = permitted by right; C = conditional use; A = accessory use; N = not allowed

[1] Individual business establishments are limited to a maximum of 5,000 square feet in area. Larger establishments or expansions beyond 5,000 square feet require conditional use approval.

[2] Permitted only upon obtaining authorization from the Director of Public Services.

(Ord. 2021-6. Passed 1-25-21; Ord. 2021-23. Passed 7-7-21.)

ORDINANCE NO. 2026 - 60

AN ORDINANCE AMENDING SECTION 1195.05 ENTITLED, "COMMERCIAL USE-SPECIFIC REGULATIONS" OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the types of products sold by the smoking industry are ever-changing in form and addictiveness; and

WHEREAS, there is an over-concentration of smoking businesses in the City; and

WHEREAS, in order to consider reasonable regulations to protect the health, welfare, safety, peace, and comfort for the citizens of the City of Parma Heights, the City intends to reasonably regulate the saturation of smoke shops~~.~~; and

WHEREAS, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of the amended Ordinance in order to allow for the regulation of the saturation of smoke shops within the City; and

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

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

Section 1: That Section 1195.05 of the Codified Ordinances shall be amended and, as amended, shall henceforth read as shown by edits set forth in Exhibit "A", which are 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 meeting open to the public, in compliance with the law.

Section 3**:** This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for further reason that it is necessary to regulate the saturation of smoke shops within the City prior to the expiration of the City's moratorium; wherefore, this Ordinance shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

EXHIBIT A

1195.05 COMMERCIAL USE-SPECIFIC REGULATIONS.

(a) Brewpubs and Micro Production Facilities (Micro-brewery, Micro-distillery, Micro-winery).

(1) Each brewpub or micro production facility shall manufacture and sell alcoholic beverages in accordance with the provisions of the Ohio Division of Liquor Control and the Bureau of Alcohol, Tobacco and Firearms (ATF), and shall maintain current licenses as required by each agency.

(2) Brewpubs:

A. A minimum of 50 percent of the gross floor area of the brewpub shall be devoted to restaurant use for on-site consumption of food and beverages, including the kitchen and seating area, but not including any outdoor dining area.

B. The area used for on-site production, including but not limited to manufacturing, bottling and storage, shall not exceed 50 percent of the total floor area of the entire facility or 8,000 square feet, whichever is less.

(3) Micro production facilities shall provide a minimum of 1,500 square feet devoted to on-site retail sale, restaurant or tasting room for the on-site consumption of products produced on the premises.

(4) Each brewpub and micro production facility shall be architecturally compatible with the surrounding commercial uses.

(5) No outdoor storage of brewing equipment or materials shall be permitted.

(6) The emission of odorous matter or smells in such quantities as to produce a public nuisance or hazard is not permitted.

(7) The facility shall not generate truck traffic materially different in truck size or frequency from that truck traffic generated by the surrounding commercial uses.

(8) Each facility shall maintain copies of all reports filed with the Bureau of Alcohol, Tobacco and Firearms (ATF) and shall be able to demonstrate, upon request of the City, that they have not exceeded the annual beverage production limit in any 12 month period.

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

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

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

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

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

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

(c) Entertainment, Indoor, in Association with a Permitted Use.

(1) Dance floors and other similar entertainment facilities including live entertainment shall be permitted only as an accessory use to a permitted principal use.

(2) The Planning Commission may impose restrictions on the hours such establishment is open for business.

(3) All indoor entertainment/music shall take place in a fully enclosed sound-resistant building, with closed windows and double-door entrances that provide a sound lock.

(4) Outside entertainment/music may be permitted provided it complies with the following:

A. Outdoor entertainment/music shall be permitted no later than 10:00 p.m. Sunday through Wednesdays and no later than 12:00 a.m. on Thursdays through Saturdays.

B. The location of the area devoted to outdoor entertainment/music shall be clearly indicated on the site plan.

C. The Planning Commission may require the outdoor area to be screened with a wall, fence or landscaping in order to ensure that sound does not exceed normal conversation levels beyond the property line or cause a nuisance to adjoining properties.

(d) Laboratories, Research Facilities and Light Industrial.

(1) The principal activities of the use shall occur within an enclosed building.

(2) Where the site is adjacent to a residential zoning district, hours of operation may be restricted.

(3) No exterior odor, dust, noise, or other impacts shall be produced as a result of the use. The Planning Commission may impose additional noise reduction measures, including landscaping and sound barriers, to minimize noise and to maintain the prevailing noise levels of permitted uses in the zoning district.

(4) The development of the proposed use shall not discourage the development of future uses permitted by right on adjacent property.

(5) The facility shall not generate truck traffic materially different in truck size or frequency from that truck traffic generated by the surrounding commercial uses.

(e) Limited Outdoor Operations.

(1) The outdoor operations, such as outdoor storage of fleet vehicles, shall be located in the rear yard in compliance with the required building setbacks.

(2) The area shall not exceed ten percent of the ground floor area of the principal building.

(3) The area shall be entirely screened from view from the street and surrounding properties by a fence having a minimum height of six feet.

(4) No odor, dust, noise, or other impacts shall be produced as a result of the use.

(f) Medication Maintenance Facility or Dispensary.

(1) The facility shall be located on a lot with frontage on, and vehicular access to W. 130th Street.

(2) Each facility shall include a waiting and departure lounge sufficient in size to accommodate all scheduled patrons, which shall be open to patrons at least one hour before and after any official business is to be conducted. Such areas shall include restroom facilities that shall be open at least one hour prior to the beginning of scheduled services.

(3) Designated outdoor smoking areas shall be located to the rear of the principal building.

(4) In its review of a conditional use permit application for a medication maintenance facility or dispensary, the Planning Commission may consider the provider's history in operating similar programs in other locations, including any suspension or revocation of license, disciplinary action or zoning, building, health code, or criminal violations with the City of Parma Heights, Cuyahoga County, or the State of Ohio.

(g) Outdoor Dining, in Association with a Permitted Restaurant.

(1) Outdoor dining shall be permitted only as an accessory use to a permitted restaurant with an indoor eating area on the same site.

A. The restaurant that the outdoor dining facility is accessory to shall provide, prepare, or serve the food and beverages consumed by patrons within the outdoor dining area.

B. The number of seats permitted outdoor shall be less than the number of seats inside the restaurant.

C. The restaurant shall obtain and post permits required for outdoor food handling and shall comply with state and local health and sanitation regulations.

D. Outside entertainment, including but not limited to a band, orchestra, musician, singer, radio, television, loudspeaker, microphone, individual, group or other amplifying mechanical device is prohibited in the outdoor dining area unless specifically authorized as part of the conditional use permit.

(2) Location requirements:

A. The outdoor dining area shall be located entirely on private property, contiguous to the principal building the dining area is connected with or between such principal building and an adjacent parking area, provided it does not replace any off-street parking, loading, or landscaping areas that are required by this Code.

B. The location of the outdoor cafes and food service areas shall not require customers and employees to cross driveways or parking areas to go between the cafe/food service area and the principal building.

C. The outdoor dining area shall comply with the building setback regulations for the zoning district in which it is located.

D. Outdoor seating shall be located so as not to obstruct any entrance or exit to the restaurant.

E. The outdoor dining area shall not be located within ten feet of a fire hydrant, Fire Department standpipe connection, fire escape, bus stop, or loading zone.

(3) Additional standards.

A. Outdoor seating areas located in the front yard shall be limited to seating only, and shall not include table bussing facilities, cooking facilities, or trash facilities.

B. Umbrellas, or other protective elements, that shelter diners from the elements shall be secured so as not to create a hazard.

C. Outdoor heaters may be permitted pursuant to the Health and Fire Codes.

(4) Outside entertainment/music may be permitted provided it complies with the following:

A. Outdoor entertainment/music shall be permitted no later than 10:00 p.m. Sunday through Wednesdays and no later than 12:00 a.m. on Thursdays through Saturdays.

B. The location of the area devoted to outdoor entertainment/music shall be clearly indicated on the site plan.

C. The Planning Commission may require the outdoor area to be screened with a wall, fence or landscaping in order to ensure that sound does not exceed normal conversation levels beyond the property line or cause a nuisance to adjoining properties.

(h) Permanent Cosmetics Services in Association with a Permitted Personal Service Establishment.

(1) Permanent cosmetic services shall be provided a permitted personal service establishment, such as a salon, spa or skin care business, as an ancillary service. For the purposes of this section, a service shall be considered ancillary if it meets the following three criteria:

A. The ancillary use occupies less than ten percent of the floor area of the premises;

B. The ancillary use comprises less than ten percent of the volume of activity/services conducted on the premises; and

C. The ancillary use generates less than ten percent of the gross revenues of the business.

(2) No body piercing or other form of tattooing shall be performed on the premises.

(3) The Planning Commission may limit the hours of operation.

(4) The facility shall comply with the requirements of Chapter 773 of the Parma Heights Business Code.

(i) Storage, Self-Service.

(1) This use shall be permitted only in an existing building that meets the following requirements:

A. Constructed prior to 2020 and having a minimum floor area of 40,000 square feet.

B. Located on a lot with a minimum area of two acres, and minimum setback of 300 feet from any public street right-of-way.

(2) Additional single-story mini-storage facilities may be erected on the site provided the ground floor area of the mini-storage does not exceed twenty percent of the ground floor area of the existing building, and the facilities are located a minimum of 300 feet from any public right-of-way.

(3) The only uses permitted on-site shall be the rental of storage space and the pickup and/or deposit of goods being stored or to be stored on the property, in compliance with the following:

A. All items stored on site shall be kept within an enclosed building or structure; no outdoor storage of items including boats, RVs and other motor vehicles, shall be permitted.

B. At no time shall any indoor or outdoor area on the site be used to manufacture, fabricate, or process goods; service or repair vehicles, small engines, or electrical equipment; conduct sales of any kind; or conduct any other activity on-site, except to the extent such use(s) is permitted by the Zoning Code, and approved on the development plan by the Planning Commission as part of the conditional use approval.

C. The use of power tools, paint sprayers, or the servicing, repair or fabrication of furniture, boats, trailers, motor vehicles, lawn mowers, appliances, and other similar equipment within a storage unit is prohibited.

D. The storage of hazardous materials is prohibited.

E. No portion of the self-storage site shall be used for housing or any form of residence.

F. Temporary auction sales of storage unit contents may be permitted up to four times per calendar year, provided a temporary sales permit is obtained from the City.

(4) Where the site is adjacent to a Class "A" Single-Family Residential zoning district:

A. Loading docks and direct exterior access to any storage unit are prohibited on the side of the facility facing the residentially zoned land.

B. Public access shall be permitted only between 7:00 a.m. and 10:00 p.m.

(5) Fencing and screening:

A. Whenever the self-service storage building and any associated mini-storage facilities are visible from public rights-of-way, the Planning Commission may require landscaping and screening be installed in compliance with the requirements of Chapter 1185.

B. Security fencing shall not include razor wire or barbed wire.

(6) The Parma Heights Fire Department shall be provided with twenty-four-hour access to the grounds. A lockbox shall be provided for its use.

(j) Smoke Shops.

No smoke shop shall be located within one thousand (1,000) feet of any other smoke shop, as measured at the closest property lines, and the number of such smoke shops may not exceed one per every twelve thousand (12,000), or portion thereof, of the population of the City.

(Ord. 2021-7. Passed 1-25-21; Ord. 2021-24. Passed 7-7-21.)

RESOLUTION 2026 - 81

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE VEHICLES AND/OR EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET, AND DECLARING AN EMERGENCY

WHEREAS, the Council authorized membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative in Ordinance No. 2017-3; and

WHEREAS, GovPlanet/IronPlanet is a vendor of the National Joint Power Alliance [now known as Sourcewell]; and

WHEREAS, GovPlanet/IronPlanet will provide the City of Parma Heights with auction services for the disposal of obsolete city vehicles and/or equipment; and

WHEREAS, the Administration recommends that the vehicles and/or equipment listed on Exhibit "A" be removed from service as a result of their age and mechanical condition.

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 dispose of obsolete city vehicles and/or equipment at a public sale through GovPlanet/IronPlanet, a list of which is described in Exhibit "A", 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 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 3: This Council declares the Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to accommodate immediate storage requirements and avoid a disruption in public service; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ _____
MAYOR MARIE GALLO

Exhibit A

1. 2003 Honda Accord	VIN NUMBER 1HGCM56373A096581
2. 2000 Scag Lawnmower	Serial number 7740405
3. 1999 New Holland Tractor	Ford TC25D
4. Trailer	16 foot

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 - 92

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A FUND ENTITLED "BLOSSOM SUTHERLAND SANITARY SEWER IMPROVEMENT PHASE 1 PROJECT FUND", FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code Section 5705.13(C) allows for the establishment of a fund for the purpose of clear accounting and reporting for the revenues and expenditures for a specific capital project.

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

Section 1: That the City of Parma Heights is hereby authorized to create and maintain Fund No. 4903 – Blossom Sutherland Sanitary Sewer Improvement Phase 1 Project Fund. This fund is to be used to account for the revenues and expenditures for a specific capital project.

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

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

Section 4: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason that it is immediately necessary to create this fund in the near future for the accounting of a specific capital project and to issue purchase orders so the project can move forward; 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 – 93

A RESOLUTION AUTHORIZING AND DIRECTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO MAKE ADVANCES OF ALL PROPERTY TAXES LEVIED ON THE 2026 TAX LIST AND DUPLICATE OF THE CITY OF PARMA HEIGHTS, OHIO, AND DECLARING AN EMERGENCY

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

Section 1. The Council authorizes and directs the Fiscal Officer of Cuyahoga County to make advance payments to the City of Parma Heights, Ohio, from the proceeds of all property tax revenues collected in the year 2027, from the real estate and personal property taxes levied on the 2026 tax list and duplicate of said City of Parma Heights.

Section 2. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of the 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 reason that said advances are required to enable the City of Parma Heights to perform its functions as required by law; 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

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