



City of Parma Heights Council Meeting

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: **FEBRUARY 23, 2026 – CITY COUNCIL**
 FEBRUARY 28, 2026 – COUNCIL WORK SESSION

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: NONE AT THIS TIME

PUBLIC SESSION

LEGISLATION:

Third Reading

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

Second Reading

- 2) **ORDINANCE NO. 2026 – 14**
AN ORDINANCE ESTABLISHING COMPENSATION PAID TO VARIOUS EMPLOYEES OF THE CITY OF PARMA HEIGHTS, REPEALING ORDINANCE NO. 2025-98, AND DECLARING AN EMERGENCY

First Reading

- 3) **ORDINANCE NO. 2026 – 16**
AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ADVERTISE FOR COMPETITIVE BIDS FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY
- 4) **ORDINANCE NO. 2026 – 17**
AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND THE NORTHEAST OHIO REGIONAL SEWER DISTRICT TO PROVIDE TECHNICAL ASSISTANCE IN IMPLEMENTING SOIL AND WATER CONSERVATION MEASURES IN THE CITY, AND DECLARING AN EMERGENCY
- 5) **ORDINANCE NO. 2026 – 18**
AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT BETWEEN CUYAHOGA COUNTY AND THE CITY OF PARMA HEIGHTS FOR THE REHABILITATION OF THE RIDGEWOOD DRIVE BRIDGE 00.15 OVER COUNTRYMAN’S CREEK
- 6) **ORDINANCE NO. 2026 – 19**
AN ORDINANCE AMENDING SECTION 145.07 OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

- 7) **ORDINANCE NO. 2026 – 20**
AN ORDINANCE AMENDING CHAPTER 373 OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

- 8) **ORDINANCE NO. 2026 – 21**
AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO PURCHASE FOUR (4) 2026 DODGE DURANGO PURSUITS FROM SARCHIONE CHRYSLER DODGE JEEP RAM AT A TOTAL PURCHASE PRICE OF \$184,722.00, AND DECLARING AN EMERGENCY

- 9) **RESOLUTION NO. 2026 – 22**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH WESTON HURD LLP TO PROVIDE LEGAL SERVICES TO THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

- 10) **RESOLUTION NO. 2026 – 23**
A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH SPORTMASTER SPORT SURFACES AND ITS AUTHORIZED INSTALLER, INDUSTRIAL SURFACE SEALER, INC. THROUGH EQUALIS GROUP FOR THE RENOVATION OF TENNIS AND PICKLEBALL COURTS, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE RENOVATIONS, AND DECLARING AN EMERGENCY

ADJOURNMENT

ORDINANCE NO. 2025 - 96

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

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

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

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

Section 1: That Section 1193.01 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

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

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

PASSED: _____ PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

1193.01 YARD STRUCTURES AND LANDSCAPE FEATURES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 2026 - 14

**AN ORDINANCE ESTABLISHING COMPENSATION PAID TO VARIOUS EMPLOYEES
OF THE CITY OF PARMA HEIGHTS, REPEALING ORDINANCE NO. 2025-98,
AND DECLARING AN EMERGENCY**

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

Section 1. The Council hereby adopts the amended compensation and benefit schedules for various employees of the City of Parma Heights, attached hereto as Exhibits “A”, “B”, “C”, “D”, “E”, “F”, and “G”, and are made a part of this Ordinance and incorporated herein as though fully rewritten.

Section 2. Ordinance No. 2025-98 is repealed and replaced effective immediately, to the extent necessary to avoid conflict with this Ordinance.

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

Section 4. This Ordinance is declared to be an emergency measure for the public peace, health, and safety of the municipality, and for the further reason that it is necessary to establish amended compensation and benefits for certain employees; wherefore, this Ordinance shall be in full force and effective immediately after its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A TO ORDINANCE 2026 - 14

It is the intention of Council to establish a pay ordinance for various employees of the City of Parma Heights, for a period commencing January 1, 2025, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2025, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
FULL TIME:			
Clerk of Council	01/01/2025	\$36,500.00	\$59,750.00
Executive Assistant	01/01/2025	\$38,170.00	\$58,478.00
Service Dept. Assistant	01/01/2025	\$34,200.00	\$52,440.00
Accountant	01/01/2025	\$32,340.00	\$70,000.00 \$62,000.00
Receptionist	01/01/2025	\$29,150.00	\$47,829.00
Legal Assistant/Paralegal	01/01/2025	\$45,000.00	\$65,000.00
PART-TIME (Hourly Rate):			
Clerk of Council	01/01/2025	\$20.00	\$30.00
Executive Assistant	01/01/2025	\$23.50	\$32.13
Accountant	01/01/2025	\$20.75	\$34.06
Clerk of Commissions	01/01/2025	\$20.00	\$30.00
SENIOR CENTER:			
Assistant to the Senior Center Administrator	01/01/2025	\$30,000.00	\$56,000.00
Office/Clerical (PT/Hrly)	01/01/2025	\$15.00	\$18.75
Kitchen Aides (PT/Hrly)	01/01/2025	\$15.00	\$18.25
Vehicle Drivers (PT/Hrly)	01/01/2025	\$15.00	\$19.00
Kitchen Manager (PT/Hrly)	01/01/2025	\$15.00	\$18.75
OTHER SUPPORT STAFF:			
Custodian-City Hall	01/01/2025	\$11.00	\$20.00

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

Section 2. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of Parma Heights pertaining to employee compensation and benefits, are incorporated herein, as if fully rewritten.

EXHIBIT B TO ORDINANCE 2026 - 14

It is the intention of Council to establish a pay ordinance for the Recreation Department of the City of Parma Heights, for a period commencing January 1, 2025, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2025, the compensation of the following classifications and positions within each classification in the Recreation Department shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
FULL TIME:			
Recreation Maintenance Foreman	01/01/2025	\$29,125.00	\$41,580.00
Athletic & Fields Maintenance Coordinator	01/01/2025	\$40,000.00	\$50,700.00
PART-TIME (Hourly Rate):			
Pool Manager	01/01/2025	\$12.00	\$30.00
Asst. Pool Manager	01/01/2025	\$12.00	\$25.00
Pool Cashiers	01/01/2025	\$12.00	\$20.00
Pool Lifeguards	01/01/2025	\$12.00	\$25.00
Gatehouse Attendant	01/01/2025	\$12.00	\$20.00
Pool Maintenance Crew	01/01/2025	\$12.00	\$20.00
Recreation Instructors	01/01/2025	\$12.00	\$20.00
Attendants – Various	01/01/2025	\$12.00	\$20.00
Park Maintenance/Seasonal	01/01/2025	\$12.00	\$25.00
BASEBALL/SOCCER/FOOTBALL:			
Rate per season/year			
Statistician	01/01/2025	\$350.00	\$475.00
Soccer Deputy Director (Yearly)	01/01/2025	\$1,275.00	\$1,820.00
UMPIRES/REFEREES:			
Rates per game			
Coach Pitch Umpire	01/01/2025	\$25.00	\$25.00
Flag Football Referees	01/01/2025	\$25.00	\$25.00
Soccer Referees	01/01/2025	\$25.00	\$25.00

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

Section 2. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits, are incorporated herein, as if fully rewritten.

EXHIBIT C TO ORDINANCE 2026 - 14

It is the intention of Council to establish a pay ordinance for Administrative Positions of the City of Parma Heights, for a period commencing January 1, 2025, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2025, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
Director of Public Service	01/01/2025	\$70,000.00	\$103,000.00
Public Works Coordinator	01/01/2025	\$55,000.00	\$85,000.00 \$75,000.00
Director of Finance	01/01/2025	\$70,000.00	\$103,000.00
Assistant to the Finance Director	01/01/2025	\$60,000.00	\$91,670.00
Director of Law	01/01/2025	\$45,000.00	\$89,086.00
Assistant Director of Law	01/01/2025	\$25,000.00	\$67,396.00
Prosecutor	01/01/2025	\$25,000.00	\$67,396.00
Mayor’s Court Magistrate	01/01/2025	\$25,000.00	\$62,577.00
Director of Human Resources	01/01/2025	\$52,000.00	\$91,410.00
Director of Safety	01/01/2025	\$24,500.00	\$64,449.00
Assistant Director of Recreation	01/01/2025	\$40,000.00	\$65,000.00
Director of Recreation	01/01/2025	\$53,100.00	\$87,249.00
Economic Development Coordinator	01/01/2025	\$54,525.00	\$89,579.00
Senior Services Administrator	01/01/2025	\$45,000.00	\$71,000.00
Special Assistant to the Mayor	01/01/2025	\$50,000.00	\$80,000.00
Grant Writer	01/01/2025	\$45,000.00	\$67,500.00
Clerk of Mayor’s Court	01/01/2025	\$50,000.00	\$70,000.00

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

Section 2. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

EXHIBIT D TO ORDINANCE 2026 - 14

It is the intention of Council to establish a pay ordinance for supervisory and certain non-aligned employees in the Service Department of the City of Parma Heights, for a period commencing January 1, 2025, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2025, the compensation of certain non-aligned supervisory and hourly rated employees of the department of Public Service shall be in accordance with the following schedule for hours worked:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
PART TIME:			
Service (Seasonal/Temp/ Part-Time)	01/01/2025	\$14.00	\$25.00
BUILDING DEPARTMENT:			
Construction Consultant	01/01/2025		\$28,035.00
Building Inspectors	01/01/2025		\$385.00 per month (plus \$20.00/inspection)
Property Maintenance Inspectors	01/01/2025	\$17.00	\$25.00
Property Maintenance Inspectors (Full-Time)	01/01/2025	\$29,325.00	\$41,870.00
City Engineer (per contract)	01/01/2025	\$32,200.00	\$32,200.00
Assistant City Engineer (per contract)	01/01/2025	\$16,100.00	\$16,100.00
Commercial Building Official	01/01/2025	\$35,000.00	\$65,000.00

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

Section 3. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 147 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

EXHIBIT E TO ORDINANCE 2026 - 14

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

Section 1. Effective January 1, 2025, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
FULL TIME:			
Chief of Police	01/01/2025	\$130,000.00	\$158,000.00
Acting Chief of Police	01/01/2025	\$130,000.00	\$158,000.00
Executive Officer (non-aligned Captain)	01/01/2025	\$110,000.00	\$136,000.00
Assistant to the Police Chief	01/01/2025	\$60,000.00	\$66,000.00
Civilian Clerk/Case Manager	01/01/2025	\$49,920.00	\$55,000.00
PART-TIME (Hourly Rate):			
Civilian Clerk/Case Manager	01/01/2025	\$23.69	\$27.00
Civilian Clerk/Receptionist	01/01/2025	\$22.69	\$26.00
Custodian/Cleaner	01/01/2025	\$20.00	\$22.00
School Crossing Guards	01/01/2025	\$16.00	\$18.00

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

Section 2. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 151 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

EXHIBIT F TO ORDINANCE 2026 - 14

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

Section 1. Effective January 1, 2025, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
FULL TIME:			
Fire Chief	01/01/2025	\$130,000.00	\$158,000.00
Captain/Assistant Fire Chief	01/01/2025	\$ 85,000.00	\$118,450.00
PART TIME:			
Assistant to Fire Chief	01/01/2025	\$27.90	\$30.90

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

Section 2. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 153 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

EXHIBIT G TO ORDINANCE 2026 - 14

It is the intention of Council to establish a pay ordinance for the Office of Mayor and for Members of City Council for time periods as stipulated below, which will reflect the impact of percentage increases extended to City employees during that time period from January 1, 2022, and continuing thereafter.

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

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
Mayor	01/01/24		\$70,917.14
Council Member	01/01/24		\$11,598.06
President of Council	01/01/24		\$13,383.36

Section 2. Effective January 1, 2022, and continuing thereafter; compensation for the Office of Mayor, City Council Member and City Council President shall be determined by applying the annual percentage wage increase adopted for non-aligned City employees to the compensation in effect for the office of Mayor, City Council Member and City Council President at the time such annual percentage wage increase becomes effective.

Section 3. Due to City Charter provisions prohibiting elected City Officials from receiving pay increase in-term; such accumulative percentage increases referred to in Sections 2 and 4 of this exhibit shall be applied to the rate of pay for the respective position at the beginning of the next term of office.

Section 4. For purposes of calculating the impact of percentage increases to be extended to the following elective positions based on the percentage of wage increase granted to other city employees; the following salaries for terms beginning January 1, 2026 shall be considered the base rate, as approved by Council on May 28, 2024 and affirmed by Council on January 13, 2025:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
Mayor	01/01/2026		\$92,192.00
Ward Council Member	01/01/2026		\$12,004.00
President of Council	01/01/2026		\$13,852.00
At-Large Council Member	01/01/2028		\$12,004.00

Section 5. Compensation for the offices specified above represents annual compensation payable as follows; for the Office of Mayor said annual amount to be paid in bi-weekly installments, and for City Council Member and President of Council said annual amount to be paid in equal monthly installments.

Section 6. That Exhibit G to Ordinance No. 2025-3 passed by council on January 13, 2025 is hereby replaced and corrected by this Exhibit G upon the effective date of this legislation.

Section 7. Nothing in this ordinance shall be construed to limit or impair the right of Council to authorize the payment or reimbursement of expenses incurred by any official or employee in the furtherance of the interest of the municipality.

ORDINANCE NO. 2026 - 16

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ADVERTISE FOR COMPETITIVE BIDS FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the Municipality of Parma Heights has been advised that it is necessary that an expenditure for items noted in the title be authorized and directed in accordance with the provisions of Article V Section 6 of the Charter of the City of Parma Heights.

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

Section 1: The Administration is authorized and directed to advertise for competitive bids for the furnishing of residential solid waste collection, disposal, and recycling services, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved, by advertising at least once in a newspaper of general circulation within the Municipality and to post such invitation to bid on the City of Parma Heights official webpage.

Section 2: The expenditure of monies of this Municipality for items as noted in the title, which expenditure is now estimated to exceed \$50,000.00, is authorized and directed. The expenditure shall be made from monies appropriated for such purpose.

Section 3: The Administration is authorized and directed to enter into a written contract with the lowest and best bidder after such advertising, said lowest and best bidder to be determined by motion of this Council.

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

Section 5: This Council declares the 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 it is immediately necessary to authorize the bidding process in order to continue residential solid waste collection, disposal, and recycling services; 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

ORDINANCE NO. 2026 - 17

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND THE NORTHEAST OHIO REGIONAL SEWER DISTRICT TO PROVIDE TECHNICAL ASSISTANCE IN IMPLEMENTING SOIL AND WATER CONSERVATION MEASURES IN THE CITY, AND DECLARING AN EMERGENCY

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

Section 1: The Administration is authorized to enter into a Memorandum of Understanding with the Cuyahoga County Soil and Water Conservation District and the Northeast Ohio Regional Sewer District to provide technical assistance in implementing soil and water conservation measures in the city for the period 2026 through 2030, in the form of Exhibit "A" attached hereto and incorporated herein as though fully rewritten.

Section 2: The Administration is further authorized to expend funds pursuant to the Memorandum of Understanding for the services described in Exhibit "A", said expenditures are currently indicated as \$6,600.00 annually.

Section 3: The Administration is hereby authorized and directed to execute all necessary agreements, including amendments approved by the Director of Public Service and the Director of Finance, and to take any further actions necessary to facilitate the above-described Memorandum of Understanding.

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

Section 5: This Ordinance is declared to be an emergency measure necessary for the public peace, health and safety of the Municipality, and for the further reason that it is necessary for the County Soil and Water Conservation District and the Northeast Ohio Regional Sewer District to provide technical assistance in implementing soil and water conservation measures in the city without any disruption in public service; 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

MEMORANDUM OF UNDERSTANDING for 2026-2030 Between Cuyahoga Soil & Water Conservation District and the Northeastern Ohio Regional Sewer District and the City of Parma Heights

This Memorandum of Understanding (“MOU”) is made effective as of the 1st day of January, 2026 (“Effective Date”), between Cuyahoga Soil & Water Conservation District (“Cuyahoga SWCD”) and the Northeastern Ohio Regional Sewer District (“NEORSD”), pursuant to the authority of Board Resolution 17-26, adopted February 5, 2026 and the City of Parma Heights (“City”), referred to herein as the “Parties,” to provide technical support in meeting the Ohio EPA’s National Pollutant Discharge Elimination System (NPDES) General Permit for Municipal Separate Storm Sewer Systems (MS4s) (NPDES Phase II) requirements for the following Minimum Control Measures (MCMs):

- MCM #1- Public Education and Outreach
- MCM #2- Public Participation

BACKGROUND AND PURPOSE

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities and public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, such as what is required in the National Pollutant Discharge Elimination System (NPDES) permit, the City, Cuyahoga SWCD, and NEORSD accept this agreement as the document which describes the process for exchange. Cooperation between these units of government facilitates better awareness of environmental issues and involvement in potential solutions for a healthier environment. In providing conservation education assistance and expertise to the City, Cuyahoga SWCD hopes to influence citizens to better protect and conserve soil and water resources both locally and throughout Ohio. Ohio Revised Code, Chapter 940, describes Cuyahoga SWCD’s authority for engaging in this MOU.

Additionally, NEORSD is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measures #1, #2, #3, and #6 under NEORSD’s Regional Stormwater Management Code (Title V) and is further authorized to provide such services through agreements with service providers such as Cuyahoga SWCD.

Cuyahoga SWCD, NEORSD, and the City have mutually agreed to this scope of assistance related to education, stewardship, and public involvement for the conservation of soil and water resources.

ANNUAL PROGRAM TASKS

Cuyahoga SWCD will work with the City and NEORSD to provide an annual Public Involvement and Public Education (PIPE) program that meets performance standards for MCMs #1 and #2, as established by the City's OEPA-issued stormwater permit. The following tasks will be completed annually as part of the PIPE program implementation:

Public Education

- Creation and distribution of printed and digital materials related to the annual outreach theme and targeted messages.
- Links to publicly accessible education and outreach materials and articles on the Cuyahoga SWCD website.
- Targeted mailings to a minimum of 10% of City households annually (50% of households reached over the life of the MOU).
- Public presentations on a range of local conservation topics for community groups, elected officials, and other audiences as requested.
- Providing materials and/or staff tabling support for community events such as Home Days, Earth Day, and Arbor Day events as requested.
- Offering educator professional development opportunities, including classroom and hands-on training in curriculum supplements such as Project WET and Project Learning Tree and leading Meaningful Watershed Education Experiences.
- Providing schools presentations and activities aimed at youth education such as Enviroscape, water quality testing, and soil erosion models.

Public Involvement

- Providing programs and workshops for residents and other landowners to learn about and improve onsite stormwater management on their properties.
- Supporting community-based volunteer activities such as stream cleanups, tree planting, storm drain stenciling, and rain garden installation/maintenance.
- Administering conservation pledges for residents to adopt watershed-friendly practices or behaviors.

Program Administration

- Development of MOU and annual MOU renewal process.
- Tracking MOU renewal status, payments, and reimbursement through NEORSD.
- Annual meeting with assigned Cuyahoga SWCD staff lead to understand community priorities and engagement opportunities.
- Development of an annual Outreach Strategy, outlining targeted audiences, stormwater messages, message delivery mechanisms, public involvement activities, TMDL goals (where applicable), and other community priorities.
- Support updating language in City's Stormwater Master Plan (SWMP) related to MCMs #1 and #2.

- Documenting all PIPE program activities completed throughout the year and support with annual permit report in Ohio EPA's STREAMS online reporting system as requested.
- Audit support for Ohio EPA audits of MCMs #1 & #2 as requested, including providing any requested documentation to Ohio EPA.
- Community survey conducted once per permit term to assess changes in community stormwater awareness and knowledge, and rates of adoption of residential stormwater management practices.

MOU PARTNER ROLES & RESPONSIBILITIES

Cuyahoga SWCD Responsibilities:

Through this MOU, Cuyahoga SWCD will be responsible for the following:

- 1) Cuyahoga SWCD will lead the annual MOU renewal process, including tracking MOU renewal status, payments, and reimbursement requests submitted to NEORS.
- 2) Cuyahoga SWCD will coordinate an annual meeting between City and assigned Cuyahoga SWCD staff to understand community priorities and engagement opportunities.
- 3) Cuyahoga SWCD will lead implementation of Public Education and Public Involvement activities as outlined in the Annual Program Tasks section above.
- 4) Cuyahoga SWCD will work with the City to develop an annual Outreach Strategy to outline targeted audiences, messages, delivery mechanisms, public involvement activities, TMDL goals (where applicable), and other community priorities.
- 5) Cuyahoga SWCD will provide updated language to the City for inclusion in its Stormwater Master Plan (SWMP) related to MCMs #1 and #2.
- 6) Cuyahoga SWCD will document all PIPE program activities completed throughout the year and providing support with annual permit report in Ohio EPA's STREAMS online reporting system as requested.
- 7) Cuyahoga SWCD will provide audit support for Ohio EPA audits of MCMs #1 & #2 as requested, including providing any requested documentation to Ohio EPA.
- 8) Cuyahoga SWCD will conduct a community survey once per permit term to assess changes in community stormwater awareness and knowledge, and rates of adoption of residential stormwater management practices.

City's Responsibilities:

Through this MOU, the City will be responsible for the following:

- 1) The City will provide an annual appropriation of \$6,600.00 to Cuyahoga SWCD for implementation of the City's annual PIPE program. Should additional services be requested outside the scope of this MOU, written amendments will be made and additional costs agreed upon by both parties. This memorandum of understanding will be reviewed each year to ensure agreed upon assumptions are still valid.

- 2) The City will designate one or more individual(s) to serve as the City's liaison(s) to Cuyahoga SWCD for implementation of the annual PIPE program. The designated individual will be responsible for the following:
 - a. Meeting with Cuyahoga SWCD staff annually to review annual PIPE program deliverables, Outreach Strategy, and community priorities.
 - b. Identifying target audiences and community event opportunities for the PIPE program.
 - c. Supporting Cuyahoga SWCD staff in coordinating community workshops, volunteer events, or other public involvement activities conducted as part of the City's annual PIPE program.
 - d. Distributing relevant program information to residents, business/property owners, or other audiences in a timely manner.
- 3) The City will assume full responsibility for completion and submittal of required Ohio EPA annual reports under the NPDES Phase II program.
- 4) The City will provide a resolution to Cuyahoga SWCD acknowledging this working agreement and providing documentation to facilitate dispersal of funds to Cuyahoga SWCD on an annual basis.

NEORSD's Responsibilities:

Through this MOU, NEORSD will be responsible for the following:

- 1) In accordance with Title V of NEORSD's Regional Stormwater Management Code, NEORSD will provide an appropriation in the amount of \$ 6,600.00 to the City, which shall use such appropriation as reimbursement for payments made to Cuyahoga SWCD to carry out the services set forth in this MOU.
- 2) NEORSD will coordinate with Cuyahoga SWCD and the City to review PIPE program deliverables, Outreach Strategy, and community priorities on an annual basis.
- 3) NEORSD will provide quarterly reports to Cuyahoga SWCD detailing reimbursement status for payments made to Cuyahoga SWCD for the services set forth in this MOU.

GENERAL TERMS OF UNDERSTANDING

- 1) The Parties recognize that Cuyahoga SWCD has expertise in compliance with the requirements of the OEPA's NPDES Phase II regulations specific to MCMs #1 and #2 and are relying on such expertise to implement an effective annual Public Involvement and Public Education program.
- 2) The Parties recognize that Cuyahoga SWCD does not hold regulatory authority under Ohio Revised Code or OEPA's NPDES Phase II General Permit.
- 3) All Parties will review quality of assistance and address concerns as they arise.
- 4) All assistance provided by Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
- 5) All Parties recognize Cuyahoga SWCD's obligation to make its reports and/or other written materials available to the public on request in accordance with the Ohio Public Records Act.

- 6) Any notice or communication required or permitted under this MOU shall be sufficiently given in writing delivered in person or electronic mail, to the following:

NORTHEAST OHIO REGIONAL SEWER DISTRICT	CUYAHOGA SOIL & WATER CONSERVATION DISTRICT
MATT SCHARVER, DIRECTOR OF WATERSHED PROGRAMS	KRISTIN N. HALL FITZGERALD, EXECUTIVE DIRECTOR
SCHARVERM@NEORS.D.ORG	KHALL@CUYAHOGASWCD.ORG
CLEVELAND, OHIO 44115	CLEVELAND, OHIO, 44114
CITY OF PARMA HEIGHTS	
[FIRST NAME, LAST NAME, JOB TITLE]	
[EMAIL ADDRESS]	
[CITY], OHIO, [ZIP CODE]	

- 7) In the event of any dispute or disagreement between any of the Parties with respect to the interpretation of any provision of this MOU which cannot be resolved in the normal course of business, then upon written notice of either party to the other adhering to the following:
- a. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
 - b. No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
 - c. The rights and obligations of the Parties under this Section shall not limit either Party's right to terminate this MOU as otherwise permitted hereunder.
- 8) This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
- 9) In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this MOU to be invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this MOU shall continue in full force and effect.
- 10) There are no third party beneficiaries under this Contract, and in no event shall Cuyahoga SWCD be liable to the City or NEORS.D for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- 11) No Party under this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.

- 12) This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this MOU. The terms of this MOU control over any conflicting terms in any referenced document.
- 13) By entering into this MOU, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Cuyahoga SWCD, NEORSD, and the City may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga SWCD, NEORSD and the City to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

INDEMNIFICATION

Cuyahoga SWCD, NEORSD, and the City do not indemnify any person or entity, and agree that no provision of this MOU or any other agreement between Cuyahoga SWCD, NEORSD, and the City may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this MOU.

TERM, RENEWAL, TERMINATION

The term of this MOU shall commence on January 1, 2026 or the date ("Initial Effective Date") Cuyahoga SWCD receives written notice from the City, in a form approved by Cuyahoga SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the City has agreed to appropriate annual funds, in the amount of \$6,600.00 per year, to support implementation of the City's annual PIPE Program for each following 12-month period. This MOU shall expire December 31, 2030 or five (5) years after the Initial Effective Date, unless this MOU is terminated sooner, or unless the MOU is extended by the City.

The MOU shall continue in effect for said periods, unless the MOU is terminated sooner, or unless it is further extended by mutual agreement, in writing, of the parties hereto. Any such extension shall be under the same terms and conditions as set forth in this MOU.

This MOU may be amended or terminated at any time by mutual consent of all Parties, or the agreement may be terminated by any party giving thirty (30) day's advance written notice to the other Parties.

In witness thereof, the Memorandum of Understanding executed and agreed to on the latest day, month and year written below:

**CUYAHOGA SOIL & WATER
CONSERVATION DISTRICT**

CITY OF PARMA HEIGHTS

(Signature)

(Signature)

BY: _____
(Printed Name, Title)

BY: _____
(Printed Name, Title)

DATE: _____

DATE: _____

NORTHEAST OHIO REGIONAL SEWER DISTRICT

(Signature)

BY: Kyle Dreyfuss-Wells, Chief Executive Officer _____
(Printed Name, Title)

DATE: _____

(Signature)

BY: Darnell Brown, President, Board of Trustees _____
(Printed Name, Title)

DATE: _____

This Instrument Reviewed By: Katarina K. Waag Assistant General Counsel Northeast Ohio Regional Sewer District
--

[FOR NEORS D USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

CUYAHOGA SOIL & WATER CONSERVATION
DISTRICT

AND

CITY OF PARMA HEIGHTS

FOR

2026 – 2030 PHASE II STORMWATER REGULATION
SUPPORT

CERTIFICATION

Total Amount Not-to-Exceed: \$33,000.00

2026 - \$6,600.00
2027 - \$6,600.00
2028 - \$6,600.00
2029 - \$6,600.00
2030 - \$6,600.00

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

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.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Date

ORDINANCE NO. 2026 - 18

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT BETWEEN CUYAHOGA COUNTY AND THE CITY OF PARMA HEIGHTS FOR THE REHABILITATION OF THE RIDGEWOOD DRIVE BRIDGE 00.15 OVER COUNTRYMAN’S CREEK

WHEREAS, Cuyahoga County, Ohio has recognized the need for and proposes the improvement of a portion of the Ridgewood Drive Bridge 00.15 over Countryman’s Creek, located in the City of Parma Heights, Cuyahoga County, Ohio (the “Project”); and

WHEREAS, the terms and conditions and the rights and responsibilities of the County and the City in connection with the Project are set forth in a written agreement which is attached hereto as Exhibit “A”; and

WHEREAS, the City of Parma Heights desires to engage the County to undertake and complete the Project consistent with the terms and conditions of the Agreement.

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

Section 1: That the Administration is hereby authorized and directed to enter into an Agreement with Cuyahoga County for the rehabilitation of the Ridgewood Drive Bridge 00.15 over Countryman’s Creek, as 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

AGREEMENT

Between the County of Cuyahoga, Ohio and the City of Parma Heights for the rehabilitation of Ridgewood Drive Bridge 00.15 over Countryman's Creek

This Agreement is entered into this ____ day of _____, 20____, between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof, on behalf of the Department of Public Works (the "COUNTY") and the **City of Parma Heights** (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into this Agreement by Ordinance No. _____ adopted by Council of the **City of Parma Heights** on the _____ day of _____, 20____.

WITNESSETH:

WHEREAS, the COUNTY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The rehabilitation of Ridgewood Drive Bridge 00.15 over Countryman's Creek
(the "Project").

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

1. The MUNICIPALITY agrees that it is in the public interest and hereby consents to the COUNTY completing the above described Project in accordance with plans, specifications, and estimates approved by the COUNTY.

B. COOPERATION

1. The COUNTY and the MUNICIPALITY will cooperate in the completion of the Project.
2. The COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. The COUNTY will arrange for the supervision and administration of the construction contract.

C. FUNDING

1. The MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.

D. MAINTENANCE

Upon completion of the Project, the Parties' respective maintenance obligations shall be as follows:

1. The MUNICIPALITY will maintain the improvement in accordance with the provisions of all applicable statutes relating thereto and will make ample financial provisions for such maintenance; and
2. The MUNICIPALITY will maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. The COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. The MUNICIPALITY agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

The Parties agree to the following with regard to traffic on the improved roadway or highway upon completion of the Project:

1. The MUNICIPALITY will keep the highway open to traffic at all times.
2. The MUNICIPALITY will place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code.
3. The street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code.
4. Unwarranted regulatory signage within the Project area must be removed. In order to install a "Four-way-Stop" at the intersection of the improved street or highway, a traffic study must be performed by the MUNICIPALITY to verify that it is warranted in accordance with the manual.
5. The MUNICIPALITY will not enact any rule or regulation that restricts the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway and shall rescind any existing rule or regulation that so restricts the road usage.
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. The MUNICIPALITY shall make available for the Project all existing street and public right-of-way within the MUNICIPALITY that is necessary for the Project.
2. The COUNTY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

G. UTILITIES

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. The COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. The MUNICIPALITY shall cooperate with the COUNTY to make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. The construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. If the MUNICIPALITY formally requests by a MUNICIPAL RESOLUTION that the COUNTY include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.

2. The MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, and G-3, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1 and G-3 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By entering into this agreement, the MUNICIPALITY agrees to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the day and year mentioned above.

City of Parma Heights

By: _____
Mayor

County of Cuyahoga, Ohio

By: _____
Chris Ronayne, County Executive
or designee pursuant to Executive Orders
No. EO2023-0003, dated July 6, 2023

ORDINANCE NO. 2026 - 19

**AN ORDINANCE AMENDING SECTION 145.07 OF THE PARMA HEIGHTS
CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY**

WHEREAS, the Administration is recommending that Section 145.07 of the Parma Heights Codified Ordinances be amended; and

WHEREAS, this Council desires to adopt the recommendation of the Administration.

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

Section 1: That Section 145.07 of the Codified Ordinances is amended, and shall henceforth be read as set forth in "Exhibit A", which is attached hereto and incorporated by reference.

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

Section 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of said City and for the further reason that it is necessary for this portion of the Administrative Code to reflect updated and uniform policies and practices regarding personnel, finances, and other matters on an immediate basis; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

145.07 ASSISTANT DIRECTORS OF FINANCE AND ACCOUNTANTS.

(a) The positions of Assistant Directors of Finance and the position of Accountants are hereby established.

(b) The Assistant Directors of Finance and Accountants shall be appointed by the Mayor, and shall perform such duties delegated by the Director of Finance, subject to the budget approved by Council.

(Ord. 1984-15. Passed 4-23-84; Ord. 2024-92. Passed 1-27-25.)

ORDINANCE NO. 2026 - 20

AN ORDINANCE AMENDING CHAPTER 373 OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

WHEREAS, the Council Safety Committee is recommending the revision of Chapter 373 of the Parma Heights Codified Ordinances; and

WHEREAS, this Council desires to adopt the recommendation of its Safety 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 Chapter 373 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit "A", which is attached hereto and incorporated by reference.

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

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to establish updated regulations in a timely manner as the use of these vehicles seasonally increases; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 373

Bicycles, Electric Bicycles, Electric Scooters, Personal Assistive Mobility Devices, and Motorcycles

373.01 Code application to bicycles, electric bicycles, electric scooters, or personal assistive mobility devices.

373.015 Definitions.

373.02 Riding upon seats; carrying packages; motorcycle handle bars; helmets and glasses.

373.03 Attaching bicycles, electric bicycles, electric scooters, personal assistive mobility devices, or sleds to vehicles.

373.04 Riding on right side of roadway; riding abreast.

373.05 Lights, signal devices, brakes on bicycles, electric bicycles, electric scooters, or personal assistive mobility devices.

373.06 Lights and reflector on bicycle; brakes. (Repealed)

373.07 ~~Riding bicycles on right side of roadway; traffic control devices; hand and arm signals; yield right-of-way.~~ Emerging from alley or driveway.

373.08 Reckless operation; control; course and speed.

373.09 Parking of bicycles, electric bicycles, electric scooters, or personal assistive mobility devices.

373.10 Riding on sidewalks, public ways, paths, or trails.

373.11 Operation of motorized bicycles.

373.12 Electric bicycles.

373.13 Parent's responsibility.

373.14 Impounding of bicycles, electric bicycles, electric scooters, and personal assistive mobility devices.

373.99 Penalty.

CROSS REFERENCES

See section histories for similar State law

Bicycle defined - see TRAF. 301.04

Motorcycle defined - see TRAF. 301.19

Bicycles prohibited on freeways - see TRAF. 303.06

Operation of vehicles on bicycle paths - see TRAF. 331.41

Motorcycle operator's license required - see TRAF. 335.01

Motorcycle headlight - see TRAF. 337.03

Motorcycle and motor bike brakes - see TRAF. 337.18

Off-highway motorcycles - see TRAF. Ch. 345

Use of motorcycles in parks, recreation areas - see S.U. & P.S. 961.08

373.01 CODE APPLICATION TO BICYCLES, ELECTRIC BICYCLES, ELECTRIC SCOOTERS, OR PERSONAL ASSISTIVE MOBILITY DEVICES.

(a) The provisions of this Traffic Code which are applicable to bicycles apply whenever a bicycle, ~~and~~ electric bicycles, electric scooters, or personal assistive mobility devices are operated upon any highway or upon any path set aside for the exclusive use of bicycles.

(b) Except as provided in division (d) of this section, any bicycle operator, ~~or~~ electric bicycle operator, electric scooter operator, or personal assistive mobility device operator who violates any provisions of this Traffic Code described in division (a) of this section that is applicable to bicycles, ~~and~~ electric bicycles, electric scooters, or personal assistive mobility devices may be issued a ticket, citation, or summons by a law enforcement officer for the violation in the same manner as the operator of a motor vehicle would be cited for the same violation. A person who commits any such violation while operating a bicycle, ~~and~~ electric bicycle, electric scooter, or personal assistive mobility device shall not have any points assessed against the person's driver's license, commercial driver's license, temporary instruction permit, or probationary license under Ohio R.C. 4510.036.

(c) Except as provided in division (d) of this section, in the case of a violation of any provision of this Traffic Code described in division (a) of this section by a bicycle operator, electric bicycle operator, electric scooter operator, personal assistive mobility device operator, or motor vehicle operator when the trier of fact finds that the violation by the motor vehicle operator endangered the lives of bicycle riders, ~~or~~ electric bicycle riders, electric scooter riders, or personal assistive mobility device riders at the time of the violation, the court, notwithstanding any provision of the Ohio Revised Code to the contrary, may require the bicycle operator, electric bicycle operator, electric scooter operator, personal assistive mobility device operator, or motor vehicle operator to take and successfully complete a bicycling skills course approved by the court in addition to or in lieu of any penalty otherwise prescribed by this Traffic Code or the Ohio Revised Code for that violation.

(d) Divisions (b) and (c) of this section do not apply to violations of Ohio R.C. 4511.19, or a substantially equivalent municipal ordinance.

(ORC 4511.52) (Adopting Ordinance)

(e) Every person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall obey the instructions of official traffic control devices and signals applicable to vehicles, unless otherwise directed by a police officer; or unless the traffic signals are otherwise malfunctioning, including the failure of a vehicle detector to detect the vehicle. In the case of a malfunctioning light, operator must:

- (1) Stop at a clearly marked stop lines, but if none, stop before entering the crosswalk on the near side of the intersection, or, if none, stop before entering the intersection;
- (2) Yield the right-of-way to all vehicles in the intersection or approaching on an intersecting road, if the vehicles will constitute an immediate hazard during the time the driver is moving across or within the intersection or junction of roadways; and
- (3) Exercise ordinary care while proceeding through the intersection.

(f) Whenever authorized signs are erected that no right, left, or "U" turns are permitted, no person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall disobey the direction of any such sign, except where such person dismounts from the bicycle, electric bicycle, electric scooter, or personal assistive mobility device to make any such turn, in which event such person shall then obey the regulations applicable to pedestrians. Any person operating a bicycle shall obey the instructions of official traffic signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.

(Ord. 1956-73. Passed 10-22-56.)

373.015 DEFINITIONS.

As used in this chapter, certain words are defined as follows:

- (a) "Bicycle" has the same meaning as defined in Section 301.04 of this Traffic Code.
- (b) "Bicyclist" means a person utilizing a bicycle, electric bicycle, electric scooter, or personal assistive mobility device.
- (c) "Electric bicycle" has the same meaning as defined in Section 301.105 of this Traffic Code.
- (d) "Electric scooter" means a device consisting of a long steering handle connected to a footboard that is mounted on two wheels and is propelled by an electric motor or another type of motor, designed such that the rider is able to keep both feet on the footboard while traveling either while standing or seated, and has an attainable speed on a paved level surface of not more than twenty miles per hour when propelled by the motor.

(e) “Personal assistive mobility device” means a self-balancing two non-tandem or single wheeled device that is designed to transport only one person, has an electric propulsion system of an average of seven hundred fifty watts, and has a maximum speed of no more than twenty miles per hour.

373.02 RIDING UPON SEATS; CARRYING PACKAGES; MOTORCYCLE HANDLE BARS; HELMETS AND GLASSES.

(a) For purposes of this section, “snowmobile” has the same meaning as given that term in Ohio R.C. 4519.01.

(b) No person operating a bicycle, ~~or electric bicycle,~~ electric scooter, or personal assistive mobility device shall ride other than upon or astride the permanent and regular seat attached thereto or carry any other person upon such bicycle, ~~or electric bicycle,~~ electric scooter, or personal assistive mobility device other than upon a firmly attached and regular seat thereon, and no person shall ride upon a bicycle, ~~or electric bicycle,~~ electric scooter, or personal assistive mobility device other than upon such a firmly attached and regular seat, or upon a footboard, should the design of the device not contain a regular seat.

(c) No person operating a motorcycle shall ride other than upon or astride the permanent and regular seat or saddle attached thereto, or carry any other person upon such motorcycle other than upon a firmly attached and regular seat or saddle thereon, and no person shall ride upon a motorcycle other than upon such a firmly attached and regular seat or saddle.

(d) No person shall ride upon a motorcycle that is equipped with a saddle other than while sitting astride the saddle, facing forward, with one leg on each side of the motorcycle.

(e) No person shall ride upon a motorcycle that is equipped with a seat other than while sitting upon the seat.

(f) No person operating a bicycle, ~~or electric bicycle,~~ electric scooter, or personal assistive mobility device shall carry any package, bundle, or article that prevents the driver from keeping at least one hand upon the handlebars.

(g) No bicycle, electric bicycle, electric scooter, personal assistive mobility device, or motorcycle shall be used to carry more persons at one time than the number for which it is designed and equipped. No bicycle, electric bicycle, electric scooter, or personal assistive mobility device, or motorcycle shall be operated on a highway when the handlebars rise higher than the shoulders of the operator when the operator is seated in the operator’s seat or saddle.

(h) (1) Except as provided in division (h)(3) of this section, no person shall operate or be a passenger on a snowmobile or motorcycle without using safety glasses or other protective eye device. Except as provided in division (h)(3) of this section, no person who is under the age of 18 years, or who holds a motorcycle operator’s endorsement or license bearing a “novice” designation that is currently in effect as provided in Ohio R.C. 4507.13,

shall operate a motorcycle on a highway, or be a passenger on a motorcycle, unless wearing a protective helmet on the person's head, and no other person shall be a passenger on a motorcycle operated by such a person unless similarly wearing a protective helmet. The helmet, safety glasses, or other protective eye device shall conform with rules adopted by the Ohio Director of Public Safety. The provisions of this paragraph or a violation thereof shall not be used in the trial of any civil action.

(2) A. Except as provided in division (h)(3) of this section, no person shall operate a motorcycle with a valid temporary instruction permit and temporary instruction permit identification card issued by the Registrar of Motor Vehicles pursuant to Ohio R.C. 4507.05 unless the person, at the time of such operation, is wearing on the person's head a protective helmet that conforms with rules adopted by the Ohio Director of Public Safety.

B. No person shall operate a motorcycle with a valid temporary instruction permit and temporary instruction permit identification card issued by the Registrar of Motor Vehicles pursuant to Ohio R.C. 4507.05 in any of the following circumstances:

1. At any time when lighted lights are required by Ohio R.C. 4513.03(A)(1);
2. While carrying a passenger;
3. On any limited access highway or heavily congested roadway.

(3) Divisions (h)(1) and (h)(2)A. of this section do not apply to a person who operates or is a passenger in an autocycle or cab-enclosed motorcycle when the occupant compartment top is in place enclosing the occupants.

(i) Nothing in this section shall be construed as prohibiting the carrying of a child in a seat or trailer that is designed for carrying children and is firmly attached to the bicycle, ~~or electric bicycle,~~ electric scooter, or personal assistive mobility device.

(j) Except as otherwise provided in this division, whoever violates divisions (b) through (g) or (h)(1) or (h)(2) of this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates divisions (b) through (g) or (h)(1) or (h)(2) of this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates divisions (b) through (g) or (h)(1) or (h)(2) of this section is guilty of a misdemeanor of the third degree.

(R.C. § 4511.53)

373.03 ATTACHING BICYCLES, ELECTRIC BICYCLES, ELECTRIC SCOOTERS, PERSONAL ASSISTIVE MOBILITY DEVICES, OR SLEDS TO VEHICLES.

(a) (1) No person riding upon any bicycle, electric bicycle, electric scooter, personal assistive mobility device, coaster, roller skates, skateboard, sled or toy vehicle shall attach the same or himself or herself to any vehicle upon a roadway.

(2) No operator shall knowingly permit any person riding upon any bicycle, electric bicycle, bicycle, electric scooter, personal assistive mobility device, coaster, roller skates, skateboard, sled or toy vehicle to attach the same or himself or herself to any vehicle while it is moving upon a roadway.

(3) This section does not apply to towing a disabled vehicle nor to the towing of a trailer designed for this purpose.

(b) Except as otherwise provided in this division, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

(c) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under R.C. § 4511.991.

(R.C. § 4511.54) (Ord. 1956-75. Passed 10-22-56.)

373.04 RIDING ON RIGHT SIDE OF ROADWAY; RIDING ABREAST.

It shall be legal to ride a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a street or public way, subject to the following:

(a) Every person operating a bicycle, ~~or electric bicycle~~, electric scooter, or personal assistive mobility device upon a roadway shall ride as near to the right side of the roadway as practicable obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.

(b) Persons riding bicycles, electric bicycles, electric scooters, personal assistive mobility devices, or motorcycles upon a roadway shall ride not more than two abreast in a single lane, except on paths or parts of roadways set aside for the exclusive use of bicycles, electric bicycles, or motorcycles.

(c) This section does not require a person operating a bicycle, ~~or electric bicycle~~, electric scooter, or personal assistive mobility device to ride at the edge of the roadway when it is unreasonable or unsafe to do so. Conditions that may require riding away from the edge of the roadway include when necessary to avoid fixed or moving objects, parked or moving vehicles, surface hazards, or if it otherwise is unsafe or impracticable to do so, including if the lane is too narrow for the bicycle or electric bicycle and an overtaking vehicle to travel safely side by side within the lane.

(d) A person riding a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a street shall yield the right-of-way to any pedestrian.

(e) When a bicycle, electric bicycle, electric scooter, or personal assistive mobility device is operated on the roadway, the operator shall give hand signals to other vehicle operators in the vicinity before turning or changing lanes. Such signals shall conform with the motor vehicle laws of Ohio. The signal shall be made not less than one time but is not required to be continuous. A bicycle, electric bicycle, electric scooter, or personal assistive mobility device operator is not required to make a signal if the bicycle, electric bicycle, electric scooter, or personal assistive mobility device is in a designated turn lane, and a signal shall not be given when the operator's hands are needed for the safe operation of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device.

~~(d)~~ (f) Except as otherwise provided in this division, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

~~(e)~~ (g) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under R.C. § 4511.991.

(R.C. § 4511.55)

373.05 LIGHTS, SIGNAL DEVICES, BRAKES ON BICYCLES, ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND PERSONAL ASSISTIVE MOBILITY DEVICES.

(a) Every bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~, when in use at the times specified in Ohio R.C. 4513.03 or a substantially equivalent municipal ordinance, shall be equipped with the following:

(1) A lamp mounted on the front of either the bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ or the operator that shall emit a white light visible from a distance of at least 500 feet to the front and 300 feet to the sides. A generator-powered lamp that emits light only when the bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ is moving may be used to meet this requirement.

(2) A red reflector on the rear that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle;

(3) A lamp emitting either flashing or steady red light visible from a distance of 500 feet to the rear shall be used in addition to the red reflector. If the red lamp performs as a reflector in that it is visible as specified in division (a)(2) of this section, the red lamp may serve as the reflector and a separate reflector is not required.

(b) Additional lamps and reflectors may be used in addition to those required under division (a) of this section, except that red lamps and red reflectors shall not be used on the front of the bicycle or electric bicycle and white lamps and white reflectors shall not be used on the rear of the bicycle or electric bicycle.

(c) A bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ may be equipped with a device capable of giving an audible signal, except that a bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ shall not be equipped with nor shall any person use upon a bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ any siren or whistle.

(d) Every bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ shall be equipped with an adequate brake when used on a street or highway.

(ORC 4511.56)

373.06 LIGHTS AND REFLECTOR ON BICYCLE; BRAKES. (REPEALED)

(EDITOR'S NOTE: Section 373.06 was repealed as part of the 1979 updating and revision of these Codified Ordinances. See Section 373.05.)

~~373.07 RIDING BICYCLE ON RIGHT SIDE OF ROADWAY; TRAFFIC CONTROL DEVICES; HAND AND ARM SIGNALS; YIELD RIGHT-OF-WAY. EMERGING FROM ALLEY OR DRIVEWAY.~~

~~—Any person operating a bicycle shall:~~

~~—(a) (EDITOR'S NOTE: Division (a) was repealed as part of the 1979 updating and revision of these Codified Ordinances. See Section 373.04.)~~

~~—(b) Obey the instructions of official traffic control devices applicable to vehicles, unless otherwise directed by a police officer;~~

~~—(c) Before changing course, turning or stopping upon a roadway, exercise due care that the movement can be made with reasonable safety and give the hand and arm signals required by Section 331.15;~~

~~—(d) Yield the right-of-way to pedestrian and vehicular traffic upon the roadway as lawfully required;~~

~~—(e) Yield the right-of-way to a pedestrian upon a sidewalk;~~

~~(f) Give timely and audible signal before overtaking and passing a pedestrian upon a roadway or sidewalk.~~

The operator of a bicycle, electric bicycle, electric scooter, or personal assistive mobility device emerging from an alley, driveway, or building shall, upon approaching a sidewalk or

the sidewalk area extending across any alley or driveway, yield the right-of-way to all pedestrians approaching on such sidewalk area and upon entering the street shall yield the right-of-way to all vehicles approaching on such street.

373.08 RECKLESS OPERATION; CONTROL, COURSE AND SPEED.

No person shall operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device:

(a) Without due regard for the safety and rights of pedestrians and drivers and occupants of all other vehicles, and so as to endanger the life, limb or property of any person while in the lawful use of the streets or sidewalks or any other public or private property;

(b) Without exercising reasonable and ordinary control over such bicycle, electric bicycle, electric scooter, or personal assistive mobility device;

(c) In a weaving or zigzag course, unless such irregular course is necessary for safe operation or in compliance with law;

(d) Without ~~both~~ one hands upon the handle grips, except when necessary to give the required hand and arm signals;

(e) At a speed greater than is reasonable and prudent under the conditions then existing;

(f) While wearing more than one earphone attached to a cell phone or other audio device; and

(g) While using a handheld electronic communications device or while writing, sending, or reading text-based communications.

373.09 PARKING OF BICYCLE, ELECTRIC BICYCLE, ELECTRIC SCOOTER, OR PERSONAL ASSISTIVE MOBILITY DEVICE.

(a) A bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall be parked in a designated bicycle, electric bicycle, electric scooter, or personal assistive mobility device parking area when provided. No person shall park a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk in such a manner so as to unduly interfere with pedestrian traffic or upon a roadway so as to unduly interfere with vehicular traffic.

(b) When a designated parking area is not provided, bicycles, electric bicycles, electric scooters, or personal assistive mobility devices shall be parked in such a manner as not to interfere with building entrances.

373.10 RIDING ON SIDEWALKS, PUBLIC WAYS, PATHS, OR TRAILS.

It shall be legal to ride a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk or public way, or upon any public path or trail, subject to the following:

- (a) Except as provided in this Code, a bicycle, electric bicycle, electric scooter, or personal assistive mobility device may be operated upon a sidewalk when sidewalks are available and not congested with pedestrian traffic. If the sidewalk is congested with pedestrian traffic, any bicycle, electric bicycle, electric scooter, or personal assistive mobility device using the sidewalk shall walk the bicycle, electric bicycle, electric scooter, or personal assistive mobility device.
- (b) No person shall ride a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk along which signs have been erected by authority of the Mayor or Director of Public Safety prohibiting such bicycle, electric bicycle, electric scooter, or personal assistive mobility device riding.
- (c) A person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon and along a sidewalk, public way, path, or trail, or across a roadway upon and along a crosswalk shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian. This audible signal may be given by the voice or by a bell or other warning device capable of giving an audible signal and shall be given at a distance and in such a manner as not to startle a person being overtaken and passed.
- (d) A person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk, before overtaking and passing a blind person carrying a white cane or guided by a dog, shall dismount and overtake or pass on foot, if necessary, for safety.
- (e) A person shall not operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device from a sidewalk so as to suddenly leave a curb or other place of safety and move into the path of a vehicle that is so close as to constitute an immediate hazard.
- (f) No person shall operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device on a sidewalk at a speed greater than an ordinary walk when approaching or entering a crosswalk or approaching or crossing a driveway if a vehicle is approaching the crosswalk or driveway, or if pedestrians are present.
- (g) No person shall operate a Class 3 electric bicycle on a sidewalk, public way, public path, or trail.
- (h) No person shall operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk ~~within a business district~~ or upon a sidewalk where signs are erected prohibiting such operation.

373.11 OPERATION OF MOTORIZED BICYCLES.

(a) No person shall operate a motorized bicycle upon a highway or any public or private property used by the public for purposes of vehicular travel or parking, unless all of the following conditions are met:

(1) The person is 14 or 15 years of age and holds a valid probationary motorized bicycle license issued after the person has passed the test provided for in this section, or the person is 16 years of age or older and holds either a valid commercial driver's license issued under Ohio R.C. Chapter 4506 or a driver's license issued under Ohio R.C. Chapter 4507 or a valid motorized bicycle license issued after the person has passed the test provided for in this section, except that if a person is 16 years of age, has a valid probationary motorized bicycle license and desires a motorized bicycle license, the person is not required to comply with the testing requirements provided for in this section.

(2) The motorized bicycle is equipped in accordance with the rules adopted under division (b) of this section and is in proper working order.

(3) The person, if under 18 years of age, is wearing a protective helmet on the person's head with the chin strap properly fastened and the motorized bicycle is equipped with a rearview mirror.

(4) The person operates the motorized bicycle when practicable within three feet of the right edge of the roadway obeying all traffic rules applicable to vehicles.

(b) The Director of Public Safety, subject to Ohio R.C. Chapter 119, shall adopt and promulgate rules concerning protective helmets, the equipment of motorized bicycles, and the testing and qualifications of persons who do not hold a valid driver's or commercial driver's license. The test shall be as near as practicable to the examination required for a motorcycle operator's endorsement under Ohio R.C. 4507.11. The test shall also require the operator to give an actual demonstration of the operator's ability to operate and control a motorized bicycle by driving one under the supervision of an examining officer.

(c) Every motorized bicycle license expires on the birthday of the applicant in the fourth or eighth year after the date it is issued, based on the period of renewal requested by the applicant. No motorized bicycle license shall be issued for a period longer than eight years. A person who is 65 years of age or older may only apply for a motorized bicycle license that expires on the birthday of the applicant in the fourth year after the date it is issued.

(d) No person operating a motorized bicycle shall carry another person upon the motorized bicycle.

(e) The protective helmet and rearview mirror required by division (a)(3) of this section shall, on and after January 1, 1985, conform with rules adopted by the Director under division (b) of this section.

(f) Whoever violates division (a), (d), or (e) of this section is guilty of a minor misdemeanor.

(ORC 4511.521) (Ord. 1990-41. Passed 11-26-90.)

Statutory reference:

Suspension of probationary motorized bicycle license by the State, see Ohio R.C. 4510.34

373.12 ELECTRIC BICYCLES AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES.

(a) (1) On and after January 1, 2020, manufacturers and distributors of electric bicycles shall permanently affix a label, in a prominent location, to each electric bicycle. The label shall specify whether the electric bicycle is a class 1, class 2, or class 3 electric bicycle, the top assisted speed that the electric bicycle is capable of reaching, and the motor wattage of the electric bicycle.

(2) No person shall modify an electric bicycle in a manner that changes the top assisted speed that the electric bicycle is capable of reaching unless the person also modifies the label required under division (a)(1) of this section to reflect the modification.

(b) (1) The manufacturer of an electric bicycle shall ensure that the electric bicycle complies with the equipment and manufacturing requirements for bicycles established by the consumer product safety commission under 16 C.F.R. §§ 1512 et seq.

(2) The manufacturer shall manufacture all class 1 electric bicycles and class 3 electric bicycles so that when the rider ceases pedaling the electric motor ceases to provide assistance. The manufacturer shall manufacture all class 2 electric bicycles so that when the rider applies the brakes or releases or activates a switch or similar mechanism the electric motor ceases to provide assistance.

(3) All class 3 electric bicycles shall be equipped with a speedometer that displays the speed of the electric bicycle in miles per hour.

(c) (1) The operation of a class 1 electric bicycle and a class 2 electric bicycle is permitted on a path set aside for the exclusive use of bicycles or on a shared-use path, unless the county, township, municipal corporation, other local authority, or state agency as defined in R.C. § 1.60 with control over the path by resolution, ordinance, or rule prohibits the use of a class 1 electric bicycle or class 2 electric bicycle on such a path.

(2) No person shall operate a class 3 electric bicycle on a path set aside for the exclusive use of bicycles or a shared-use path unless that path is within or adjacent to a highway or the county, township, municipal corporation, or local authority, or state agency as defined in R.C. § 1.60 with control over the path by resolution, ordinance, or rule authorizes the use of a class 3 electric bicycle on such a path.

(3) No person shall operate a class 1 electric bicycle, a class 2 electric bicycle, or a class 3 electric bicycle on a path that is intended to be used primarily for mountain biking, hiking, equestrian use, or other similar uses, or any other single track or natural surface trail that has historically been reserved for non-motorized use, unless the county, township, municipal corporation, other local authority, or state agency as defined in R.C. § 1.60 with control over the path by resolution, ordinance, or rule authorizes the use of a class 1 electric bicycle, a class 2 electric bicycle, or a class 3 electric bicycle on such a path.

(4) Divisions (c)(2) and (c)(3) of this section do not apply to a law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, using an electric bicycle while in the performance of the officer's duties.

(d) (1) No person under 16 years of age shall operate a class 3 electric bicycle; however, a person under 16 years of age may ride as a passenger on a class 3 electric bicycle that is designed to accommodate passengers.

(2) No person shall operate or be a passenger on a class 3 electric bicycle unless the person is wearing a protective helmet that meets the standards established by the Consumer Product Safety Commission or the American Society for Testing and Materials.

(3) No person who is under fourteen years of age shall operate an electric personal assistive mobility device.

(e) (1) Except as otherwise provided in this division, whoever operates an electric bicycle in a manner that is prohibited under division (c) of this section and whoever violates division (d) of this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

(2) The offenses established under division (e)(1) of this section are strict liability offenses and strict liability is a culpable mental state for purposes of R.C. § 2901.20. The designation of these offenses as strict liability offenses shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.

(R.C. § 4511.522)

373.13 PARENT'S RESPONSIBILITY.

The parent and/or guardian of any child, under the age of 18, or of any ward, shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this chapter.

373.14 IMPOUNDING OF BICYCLES, ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND PERSONAL ASSISTIVE MOBILITY DEVICES.

(a) Whenever any person operates a bicycle, electric bicycle, electric scooter, or personal assistive mobility device in violation of any section of this Traffic Code, the bicycle, electric bicycle, electric scooter, or personal assistive mobility device may be seized by any member of the Police Department and the Chief of Police shall have the authority to impound any bicycle, electric bicycle, electric scooter, or personal assistive mobility device

at the police station. An impounded bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall not be released to a minor.

(b) When any bicycle, electric bicycle, electric scooter, or personal assistive mobility device has been seized and so impounded, notice shall be made forthwith by the police department to the owner of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device or, in the event the person is a minor under the age of 18 years, such notice shall be made to the parent or guardian of the licensee of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device. The notice shall contain a full explanation of the reason for seizing and impounding the bicycle, electric bicycle, electric scooter, or personal assistive mobility device.

(c) Any bicycle, electric bicycle, electric scooter, or personal assistive mobility device impounded under the provisions of this Traffic Code shall be surrendered to the owner or to the parents or guardian of any minor upon showing sufficient proof of ownership of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device, but nothing herein shall relieve the offender of any penalty that may be imposed under the general penalty section of this chapter.

(d) It shall be the duty of the police officer or the person in charge of records to keep in an appropriate book or file the names and addresses of all owners of bicycles, electric bicycles, electric scooters, or personal assistive mobility devices impounded, the name and address of the violator if they are not the owner, the license number and the serial number of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device, together with the nature and circumstances of each violation, as well as the disposition of each case.

373.99 PENALTY.

(EDITOR'S NOTE: See Section 303.99 for general Traffic Code penalty if no specific penalty is provided.)

ORDINANCE NO. 2026 - 21

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO PURCHASE FOUR (4) 2026 DODGE DURANGO PURSUITS FROM SARCHIONE CHRYSLER DODGE JEEP RAM AT A TOTAL PURCHASE PRICE OF \$184,722.00, AND DECLARING AN EMERGENCY

WHEREAS, the Parma Heights Police Department has determined the need for and recommends that this Council authorize the purchase of three (3) patrol 2026 Dodge Durango Pursuits [including one vehicle assigned to the School Resource Officer] and one (1) unmarked bureau 2026 Dodge Durango Pursuit from Sarchione Chrysler Dodge Jeep Ram for the efficient operation of the Police Department; and

WHEREAS, the Ohio Department of Administrative Services has established a state bid contract price for the patrol vehicles at \$47,420.00 per vehicle, and for the unmarked bureau vehicle at \$48,080.00, as identified in Exhibit "A" attached hereto; and

WHEREAS, one of the above-described patrol 2026 Dodge Durango Pursuits shall be assigned to the School Resource Officer for school safety purposes; and

WHEREAS, Sarchione Chrysler Dodge Jeep Ram has four (4) 2026 Dodge Durango Pursuits available for a purchase price of \$46,223.00 for each of the three (3) patrol vehicles and \$46,053.00 for the unmarked bureau vehicle, for a total purchase price of \$184,722.00, as identified in Exhibit "B" attached hereto; and

WHEREAS, the Police Department has documented the variance in pricing, demonstrating that the Sarchione price per each vehicle is at a lower price than pricing available under contracts with the Ohio Department of Administrative Services, Office of State Purchasing, as identified in Exhibit "C" attached hereto; and

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

WHEREAS, Council may authorize this purchase from Sarchione Chrysler Dodge Jeep Ram, instead of by participating in contracts into which the Department of Administrative Services, Office of State Purchasing, has entered for the purchase of equipment, as provided in Section 145.08, based upon the authority granted to it in Article V Section 6 of the Charter, and Section 145.09 of the Codified Ordinances, as such equipment from Sarchione Chrysler Dodge Jeep Ram, upon equivalent terms, conditions, and specifications, is at a lower price than through such state contracts. Section 145.09 further provides that this purchase is exempt from any competitive selection procedures otherwise required by law.

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

Section 1: That the Administration is hereby authorized and directed to purchase from Sarchione Chrysler Dodge Jeep Ram four (4) 2026 Dodge Durango Pursuits [including one vehicle assigned to the School Resource Officer] at a total purchase price of One Hundred and Eighty-Four Thousand, Seven Hundred and Twenty-Two Dollars and Zero Cents (\$184,722.00) as identified in Exhibit “B”, attached hereto and incorporated by reference.

Section 2: Council directs that \$46,223.00 designated for the purchase of one (1) patrol 2026 Dodge Durango Pursuit, to be assigned to the School Resource Officer for school safety purposes, be expended from funds appropriated for that purpose from Fund No. 2904, School Zone Safety Fund.

Section 3: Council directs that \$138,499.00 designated for the purchase of the three (3) remaining Dodge Durango Pursuits be expended from funds appropriated for that purpose from Fund No. 4901, Capital Improvement Fund.

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 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 authorize this purchase in order to secure the vehicles at the current advantageous contract pricing; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

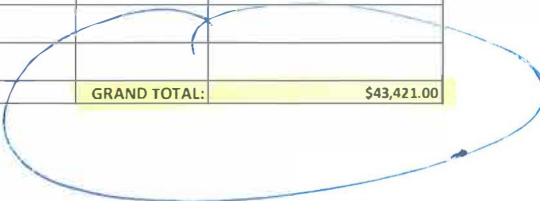
FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

Patrol
X3

Greve Dodge – 2026 Dodge Durango Pursuit				
Item 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD – Dodge Durango Pursuit (2026)				
State Of Ohio Contract Number RS1033143				
QTY	Description	Unit Price	Total	
1	Dodge Durango Pursuit – V6 AWD	\$39,486.00	\$39,486.00	
STANDARD EQUIPMENT				
<ul style="list-style-type: none"> • Top Speed of 145 Miles Per Hour (VB only) • Police-Tuned Suspension • Rear Load-Leveling Suspension • Exterior Driver Side Spot Lamp • Vehicle System Interface Module • Vinyl Floor Covering 				
ADVANCED SAFETY AND SECURITY				
Every vehicle in the law enforcement portfolio offers protection and purposeful engineering.				
Safety and security features include the ParkView® Rear Back Up Camera, Rain Brake Support and Ready Alert Braking a high-strength steel safety frame, available ballistic front-door panels and more.				
HIGH-PERFORMANCE ENGINES				
The standard 3.6L Pentastar® V6 engine delivers outstanding performance and impressive efficiency.				
Available 5.7L HEMI® VB engine for added capability.				
All-wheel drive is equipped on both available engines.				
LAW ENFORCEMENT-TUNED TECHNOLOGY				
Equip your fleet with cutting-edge technology that is both functional and officer-friendly.				
Tech features include multiview full-color customizable displays, a Digital Cluster Display with dozens of graphics that communicate vehicle data and available Uconnect® systems with hands-free voice-activated commands.				
Optional Equipment				
QTY	Item	Code	Price Each	Total
0	45 - Day Tags	Temp	\$25.00	\$0.00
0	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	XCS	\$400.00	\$0.00
0	Wheel Covers	WP1	\$430.00	\$0.00
1	Engine: 5.7L V8 HEMI MDS VVT	EZH	\$3,240.00	\$3,240.00
1	Inside Rear-Door Locks, Handles, Window Switches Inoperable	CW6	\$95.00	\$95.00
0	Carpet	CKD	\$160.00	\$0.00
0	Security Alarm with out remote start	LSA	\$190.00	\$0.00
0	Perimeter Anti-Theft Alarm with out remote start option	LSA	\$190.00	\$0.00
0	Skid Plate Group	ADL	\$370.00	\$0.00
0	Street Appearance Package (factory console, spot light delete, full wheel covers, cloth rear seats, carpeting)	SPA	\$960.00	\$0.00
0	Delayed Delivery Daily Storage Charge	Delay	\$15.00	\$0.00
0	Police Console	CUG	\$1,195.00	\$0.00
0	Technology Group	ADG	\$2,910.00	\$0.00
0	Entire Fleet Alike Key (FREQ 2)	GXA	\$600.00	\$0.00
0	Entire Fleet Alike Key (FREQ 3)	GXE	\$600.00	\$0.00
1	Entire Fleet Alike Key (FREQ 1)	GXF	\$600.00	\$600.00
0	Entire Fleet Alike Key (FREQ 4)	GXG	\$600.00	\$0.00
0	Power Liftgate	JRC	\$480.00	\$0.00
0	Black Right LED Spot Lamp	LNA	\$695.00	\$0.00
0	Passenger Side Ballistic Door Panel	XDG	\$3,500.00	\$0.00
0	Driver Side Ballistic Door Panel	XDV	\$3,500.00	\$0.00
0	Delete Liftgate Badge	MT8	\$0.00	\$0.00
Exterior Colors				
1	DB Black	PXJ	\$0.00	\$0.00
0	White Knuckle	PW7	\$0.00	\$0.00
0	Destroyer Grey	PDN	\$395.00	\$0.00
0	Michigan State Police Blue	P79	\$600.00	\$0.00
0	Night Moves	PCQ	\$395.00	\$0.00
0	Octane Red Pearl Coat	PRV	\$395.00	\$0.00
0	Red Oxide	PHC	\$395.00	\$0.00
0	Triple Nickel	PSE	\$395.00	\$0.00
0	Vapor Grey	PAS	\$395.00	\$0.00
Options Total				\$3,935.00
Grand Total				\$43,421.00
Customer Billing Information			Title Information	
Purchaser Name			Lienholder	
Contact Name			Company Name	
Contact Email			Attention To	
Contact Number			Street Address	
Mailing Address			City, State & Zip	
City, State & Zip				
Delivery Address				
Purchase Order Number				
Sign & Date:			GRAND TOTAL:	\$43,421.00



Bureau

Greve Dodge – 2026 Dodge Durango Pursuit				
Item 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD – Dodge Durango Pursuit (2026)				
State Of Ohio Contract Number RSI033143				
QTY	Description	Unit Price	Total	
1	Dodge Durango Pursuit – V6 AWD	\$39,486.00	\$39,486.00	
STANDARD EQUIPMENT				
<ul style="list-style-type: none"> • Top Speed of 145 Miles Per Hour (V8 only) • Police-Tuned Suspension • Rear Load-Leveling Suspension • Exterior Driver Side Spot Lamp • Vehicle System Interface Module • Vinyl Floor Covering 				
ADVANCED SAFETY AND SECURITY				
Every vehicle in the law enforcement portfolio offers protection and purposeful engineering.				
Safety and security features include the ParkView® Rear Back Up Camera, Rain Brake Support and Ready Alert Braking a high-strength steel safety frame, available ballistic front-door panels and more.				
HIGH-PERFORMANCE ENGINES				
The standard 3.6L Pentastar® V6 engine delivers outstanding performance and impressive efficiency.				
Available 5.7L HEMI® V8 engine for added capability.				
All-wheel drive is equipped on both available engines.				
LAW ENFORCEMENT–TUNED TECHNOLOGY				
Equip your fleet with cutting-edge technology that is both functional and officer-friendly.				
Tech features include multiview full-color customizable displays, a Digital Cluster Display with dozens of graphics that communicate vehicle data and available Uconnect® systems with hands-free voice-activated commands.				
Optional Equipment				
QTY	Item	Code	Price Each	Total
0	45 - Day Tags	Temp	\$25.00	\$0.00
0	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	XCS	\$400.00	\$0.00
0	Wheel Covers	WP1	\$430.00	\$0.00
1	Engine: 5.7L V8 HEMI MDS VVT	EZH	\$3,240.00	\$3,240.00
0	Inside Rear-Door Locks, Handles, Window Switches Inoperable	CW6	\$95.00	\$0.00
0	Carpet	CKD	\$160.00	\$0.00
0	Security Alarm with out remote start	LSA	\$190.00	\$0.00
0	Perimeter Anti-Theft Alarm with out remote start option	LSA	\$190.00	\$0.00
0	Skid Plate Group	ADL	\$370.00	\$0.00
1	Street Appearance Package (factory console, spot light delete, full wheel covers, cloth rear seats, carpeting)	SPA	\$960.00	\$960.00
0	Delayed Delivery Daily Storage Charge	Delay	\$15.00	\$0.00
0	Police Console	CUG	\$1,195.00	\$0.00
0	Technology Group	ADG	\$2,910.00	\$0.00
0	Entire Fleet Alike Key (FREQ 2)	GXA	\$600.00	\$0.00
0	Entire Fleet Alike Key (FREQ 3)	GXE	\$600.00	\$0.00
0	Entire Fleet Alike Key (FREQ 1)	GXF	\$600.00	\$0.00
0	Entire Fleet Alike Key (FREQ 4)	GXG	\$600.00	\$0.00
0	Power Liftgate	JRC	\$480.00	\$0.00
0	Black Right LED Spot Lamp	LNA	\$695.00	\$0.00
0	Passenger Side Ballistic Door Panel	XDG	\$3,500.00	\$0.00
0	Driver Side Ballistic Door Panel	XDV	\$3,500.00	\$0.00
0	Delete Liftgate Badge	MT8	\$0.00	\$0.00
Exterior Colors				
0	DB Black	PXJ	\$0.00	\$0.00
0	White Knuckle	PW7	\$0.00	\$0.00
0	Destroyer Grey	PDN	\$395.00	\$0.00
0	Michigan State Police Blue	P79	\$600.00	\$0.00
0	Night Moves	PCQ	\$395.00	\$0.00
0	Octane Red Pearl Coat	PRV	\$395.00	\$0.00
0	Red Oxide	PHC	\$395.00	\$0.00
0	Triple Nickel	PSE	\$395.00	\$0.00
1	Vapor Grey	PAS	\$395.00	\$395.00
Options Total				\$4,595.00
Grand Total				\$44,081.00
Customer Billing Information			Title Information	
Purchaser Name			Lienholder	
Contact Name			Company Name	
Contact Email			Attention To	
Contact Number			Street Address	
Mailing Address			City, State & Zip	
City, State & Zip				
Delivery Address				
Purchase Order Number				
Sign & Date:				
			GRAND TOTAL:	\$44,081.00

PDT_CODE	PDT_LABEL	PDT_SUP_CODE_MAN UF	PDT_SUP_REF	ITEM_SUP_CODE	ITEM_SUP_EMAIL	ITEM_CTR_REF	ITEM_PUBLIC_PRICE	ITEM_UNIT_CURRENCY	ITEM_UNIT
RSI033143-2-1	Item 2: AUTOMOBILE - POLICE SPECIAL - SPORT UTILITY VEHICLE - FULL SIZE - 4 DOOR - V6 - AWD- Dodge Durango	GREVE CHRYSLER JEEP DODGE OF VAN WERT	WDEE75	65288	dave.matarese@grevechrysler.com	RSI033143	39486.00	USD	EA
RSI033143-2-2	45-Day Tags	GREVE CHRYSLER JEEP DODGE OF VAN WERT	Temp	65288	dave.matarese@grevechrysler.com	RSI033143	25.00	USD	EA
RSI033143-2-3	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	GREVE CHRYSLER JEEP DODGE OF VAN WERT	XCS	65288	dave.matarese@grevechrysler.com	RSI033143	400.00	USD	SET
RSI033143-2-4	Wheel Cover	GREVE CHRYSLER JEEP DODGE OF VAN WERT	WP1	65288	dave.matarese@grevechrysler.com	RSI033143	430.00	USD	SET
RSI033143-2-5	Engine: 5.7L V8 HEMI MDS VVT	GREVE CHRYSLER JEEP DODGE OF VAN WERT	EZH	65288	dave.matarese@grevechrysler.com	RSI033143	3240.00	USD	EA
RSI033143-2-6	Inside Rear-Door Locks Inoperable, Inside Rear-Door Handles Inoperable, Inside Windows-Rear-Power Delete	GREVE CHRYSLER JEEP DODGE OF VAN WERT	CW6	65288	dave.matarese@grevechrysler.com	RSI033143	95.00	USD	SET
RSI033143-2-7	Carpet	GREVE CHRYSLER JEEP DODGE OF VAN WERT	CKD	65288	dave.matarese@grevechrysler.com	RSI033143	160.00	USD	EA
RSI033143-2-8	Perimeter Anti-Theft Alarm with remote start option	GREVE CHRYSLER JEEP DODGE OF VAN WERT	LSR	65288	dave.matarese@grevechrysler.com	RSI033143	950.00	USD	EA
RSI033143-2-9	Grille LED Lights, Siren & Speaker Pre-Wiring	GREVE CHRYSLER JEEP DODGE OF VAN WERT	GRL	65288	dave.matarese@grevechrysler.com	RSI033143	599.00	USD	EA
RSI033143-2-10	Skid Plate Group	GREVE CHRYSLER JEEP DODGE OF VAN WERT	ADL	65288	dave.matarese@grevechrysler.com	RSI033143	370.00	USD	EA
RSI033143-2-11	Rear Light Solution - Blue/Blue for Cargo Area	GREVE CHRYSLER JEEP DODGE OF VAN WERT	RLS	65288	dave.matarese@grevechrysler.com	RSI033143	990.00	USD	EA
RSI033143-2-12	Street Appearance Package (factory console, spot light delete, full wheel covers, cloth rear seats, carpeting)	GREVE CHRYSLER JEEP DODGE OF VAN WERT	SPA	65288	dave.matarese@grevechrysler.com	RSI033143	960.00	USD	EA
RSI033143-2-13	Additional Paint Colors: PAS Vapor Grey	GREVE CHRYSLER JEEP DODGE OF VAN WERT	PAS	65288	dave.matarese@grevechrysler.com	RSI033143	395.00	USD	EA
RSI033143-2-14	Additional Paint Colors: PRV Octane Red Pearl	GREVE CHRYSLER JEEP DODGE OF VAN WERT	PRV	65288	dave.matarese@grevechrysler.com	RSI033143	395.00	USD	EA
RSI033143-2-15	Additional Paint Colors: P79 Michigan State Blue	GREVE CHRYSLER JEEP DODGE OF VAN WERT	P79	65288	dave.matarese@grevechrysler.com	RSI033143	600.00	USD	EA
RSI033143-2-16	Additional Paint Colors: PDN Destroyer Grey	GREVE CHRYSLER JEEP DODGE OF VAN WERT	PDN	65288	dave.matarese@grevechrysler.com	RSI033143	395.00	USD	EA
RSI033143-2-17	Delivery Charge Per Mile	GREVE CHRYSLER JEEP DODGE OF VAN WERT	Delivery	65288	dave.matarese@grevechrysler.com	RSI033143	0.00	USD	AMT
RSI033143-2-18	Minimum Delivery Charge	GREVE CHRYSLER JEEP DODGE OF VAN WERT	Min	65288	dave.matarese@grevechrysler.com	RSI033143	0.00	USD	AMT
RSI033143-2-19	Delayed Delivery Daily Storage Charge	GREVE CHRYSLER JEEP DODGE OF VAN WERT	Delay	65288	dave.matarese@grevechrysler.com	RSI033143	15.00	USD	EA
RSI033143-2-20	Additional Option Package: LSA Security Alarm with out remote start	GREVE CHRYSLER JEEP DODGE OF VAN WERT	LSA	65288	dave.matarese@grevechrysler.com	RSI033143	190.00	USD	EA
RSI033143-2-21	Additional Option Package - Police Console	GREVE CHRYSLER JEEP DODGE OF VAN WERT	CUG	65288	dave.matarese@grevechrysler.com	RSI033143	1195.00	USD	EA
RSI033143-2-22	Additional Option Package: GX* Single Key System	GREVE CHRYSLER JEEP DODGE OF VAN WERT	GX*	65288	dave.matarese@grevechrysler.com	RSI033143	600.00	USD	EA

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: STATEWIDE NEW, MODEL YEAR 2026 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, LAW ENFORCEMENT VEHICLES (DODGE DURANGO)

CONTRACT No.: RSI033143

CONTRACT ID:33143

EFFECTIVE DATES:10/1/2025 to 9/30/2026

SUPPLIER: GREVE CHRYSLER JEEP DODGE OF VAN WERT

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SRC0000032151. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Instructions to Bidders and Standard Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not 24 months unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

<https://ohiobuys.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed: _____

Kathleen C. Madden, Director

Date

1 - SPECIFICATIONS AND REQUIREMENTS

1.1 SCOPE:

These specifications define the State's requirements for new, Model Year 2026 or manufacturer's current production model, law enforcement vehicles to be utilized by State Agencies in the operation of State government, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing program.

Vehicles shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

1.2 CLASSIFICATION:

The information listed below is based upon vehicle purchases the Office of State Procurement had received from estimations from Agencies. Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies.

Item Number	Estimated Usage	Classification
2	300 Units	Dodge Durango: Sport Utility Vehicle-4 Door-V6-All Wheel Drive

1.3 APPLICABLE DOCUMENTS:

- A. Ohio Revised Code Section 125
- B. Ohio Revised Code Chapters 4501, 4503, 4513, and 4517
- C. Ohio Administrative Code Sections 4501:1-3-05
- D. Federal Motor Vehicle Safety Standards (FMVSS)
- E. Society of Automotive Engineers (SAE) Automotive Technical Standards
- F. Occupational Safety & Health Administration (OSHA) Regulations
- G. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- H. Model Year 2026 or Manufacturer's most current Model EPA Fuel Economy Guide
- I. State of Michigan, Department of State Police, National Law Enforcement & Corrections Technology Center and Department of Technology

1.4 REQUIREMENTS:

In addition to the Model Year 2026 or Manufacturer's most current Model Year State of Ohio Law Enforcement Vehicles minimum specification sheets, the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Optional Equipment required to be furnished on the unit is noted on the State's Specifications. Options listed herein, are to be factory installed except for items(s) not available from the factory.

1.4.1 - REQUIRED STANDARD EQUIPMENT:

The following is required standard equipment:

- A. 12V power point
- B. Rust Proofing: Each vehicle listed in this bid shall have the Manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be included with this bid certifying compliance of this requirement. NOTE: Failure to provide this warranty may result in disqualification of this bid.

- C. Spare wheel and tire
- D. All vehicles to be delivered with fuel tank at least one-half (1/2) full.
- E. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.

Radio Suppression shall be equipped with noise suppression equipment for two-way radio operation, which shall suppress vehicle electrical and electronic generated radio frequency interference problems. Broad band vehicular generated noises shall not exceed ½ microvolt, as measured by the 12 DB SINAD method, at the two-way radio receiver antenna. Further, the vehicle shall not produce any on-frequency interference problems encountered with any of the on-board systems of the supplied vehicles. It is the responsibility of the contractor to ensure that operation of properly installed two-way mobile low band radio transmitters will not adversely affect the operation of the vehicle in any manner.

- F. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, all season, steel belted radials, black walled, and meet the minimum speed rating specified (unless otherwise specified).
- G. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturing standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
- H. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
- I. Additional Option Package: This has been included on the Item Grid for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

1.4.2 - OPTIONAL EQUIPMENT, TRUNK LID WARNING FLASHING LIGHTS:

Inside Trunk Lid Warning Flashing Lights are to be installed as high as possible to provide maximum visibility from the rear of the vehicle.

1.5 DELIVERY:

1.5.1 - ORDER CONFIRMATION:

Upon receipt of an order from an ordering agency, contractors are expected to enter orders with the factory within two (2) days after of receipt of purchase order. The contractor will confirm receipt of the agency's order and projected shipping date to the ordering agency within two (2) working days, by either fax or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (for Delayed Delivery refer to section 1.5.3).

1.5.2 - ORDERING ENTITY CONTACT:

Any State of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an order to the dealership.

1.5.3 - DELAYED DELIVERY:

- A. Certain agencies may require delayed delivery on various items within this Contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges be indicated on the catalog item as Delayed Delivery Daily Storage Charge.

Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

- B. If ordering entities elect to take delivery at the Contractor's place of business, pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

1.5.4 - DELIVERY INSTRUCTIONS:

The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of Procurement Services.

1.5.5 - MANUFACTURERS PRODUCTION TERMINATION NOTICE (BUILD-OUT):

- A. The contractor is required to notify the Office of Procurement Services when build out dates and dealer order cutoff dates are released by the manufacturer. A build out schedule is listed in the Contract to assist entities in planning vehicle purchases. With build out notification, the contractor must provide the status of pricing: price protection (maintaining current prices for the next model year) or the proposed new model year pricing. If new model year pricing is unknown at the time of current model year build out, the Contractor must communicate that pricing is to be determined (refer to Section 3.4 of this document for model year and model year pricing updates). Failure to provide timely notification may result in breach of contract.
- B. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates but are urged to submit their orders as quickly as possible after receipt of the contract.
- C. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the Contract price. In the event the manufacturer cancels a confirmed order placed by an ordering agency due to the model year build-out, the contractor must notify the ordering agency immediately and provide evidence of manufacturer cancellation. If the contract has been amended to include the next model year with approved pricing, the ordering agency may opt to proceed with their order for the new model year at pricing approved in the contract. The ordering agency should confirm in writing to the contractor that they want to proceed with the next model year. The contractor should attempt to maintain the ordering agency's place in line if the next model year is ordered.
- D. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

1.6 NOTES:

1.6.1 – WARRANTY:

Unless ordered with extended warranty, manufacturer's standard warranty shall apply, copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

1.6.2 – SPECIFICATION CONFORMATION & EXTRA ACCESSORIES:

Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with State of Ohio requirements. Any extra accessories delivered on vehicles cannot and will not be paid for.

1.6.3 - ORDERING REQUIREMENTS/LIMITATIONS:

Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.

1.6.4 - ADDITIONAL OPTIONS:

Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.

1.6.5 – DIFFERENTIAL TYPE/RATIO:

For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided (include information on the Specification Identification, Unspecified Option Price, & Delivery form and attach form via Questionnaire) and is to quote any additional ratio that may be available when preparing their bid.

1.6.6 - MILES PER GALLON REQUIREMENT (2019 DATA) EPA ESTIMATED MILEAGE:

Vehicles bid shall be equipped with an engine that meets at least the minimum requirements for the EPA Estimated Mileage as stated in the State of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.

1.7 - SPECIFICATION SHEETS:

Shown below are the specifications requirements for equipment that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations providing equivalent performance in the Questionnaire. Failure to comply may deem the bid not responsive.

Item 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Line No.	Standard Specification Items	Minimum Requirements
Brand		
1.	Manufacturer Make	Dodge (No Equivalent Offer)
2.	Manufacturer Model	Durango (No Equivalent Offer)
Powertrain		
3.	Engine Type (Liter/Cylinder)	3.6L V-6
4.	Horsepower (Net HP)	293
5.	Transmission	Automatic
6.	Drive Type	All Wheel Drive
7.	Alternator (amps)	220
8.	Flexible Fuel Vehicle (FFV)	Required
9.	Battery (CCA)	650 (cold cranking amps)
10.	Cooling System	Heaviest Duty Available
11.	EPA Estimated Mileage (City/Highway MPG)	18/25
12.	Pursuit Rated	Required
Driveability		
13.	Steering	Electric Power-Assist
14.	Power Antilock Brakes (ABS) Front & Rear	Required
Exterior		
15.	Number of Doors	4
16.	Wheelbase (in.)	119
17.	Body Side Molding (Installed)	Not Required
18.	Exterior Mirrors – Right & Left Mounted	Power Remote
19.	Paint – Specify Standard Colors	PXJ DB Black, PW7 White Knuckle
20.	Left Handed Spotlight, Pillar Mounted	Required
21.	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall
22.	Spare Tire/Wheel	Required
Safety		
23.	Air Bag Restraint System (Driver & Passenger)	Required
24.	Supplement Restraint System (Driver & Passenger)	Required

Item 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD
(continued)

Line No.	Standard Specification Items	Minimum Requirements
Seating		
25.	Seating Capacity	5
26.	Seat Covering	Cloth FR, Vinyl RR
27.	Floor Covering	Heavy Duty Rubber
28.	Front Seat Type	Bucket Adjustable – No Center Console
29.	Rear Seat Type	Split 60/40 Bench
Interior		
30.	Arm Rest on Front Doors	Required
31.	Foam Front Seat Cushion	Required
32.	Trunk Light	Automatic
33.	Interior Lighting	Overhead Dome & Map or Dome Driver Light
34.	Interior Rear View Mirror	Day/Night
Dimensions		
35.	Fuel Capacity (Gal.)	24.6
36.	Base Curb Weight (lbs.)	4,800
37.	Headroom (Front/Rear) (in.)	39/39
38.	Leg Room (Front/Rear) (in.)	40/38
39.	Hip Room (Front/Rear) (in.)	57/42
40.	Shoulder Room (Front/Rear) (in.)	58/50
41.	Interior Volume/ Passenger Volume (cu. ft.)	99.2 cu. Ft.
Accessories		
42.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
43.	Glass	High Strength, Factory Tint
44.	Rear Window Defroster	Wired in Glass
45.	Fresh Air Temperature Controlled Heater	With Windshield Defrosters
46.	Intermittent Windshield Wipers	With Dual Speed
47.	Air Conditioning	Required
48.	Radio – Factory Installed	AM/FM
49.	12 Volt Power Outlet, in Front Compartment	Required
50.	Speedometer/ Standard Gage Package	Required
51.	Hood Latch Release	Inside Passenger Compartment only, by Driver Side
52.	Dual Horns, Factory Installed	Required

Item 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD
(continued)

Line No.	Standard Specification Items	Minimum Requirements
Accessories		
53.	Electronic Door Locks/ Electronic Windows	Driver Control Lock Out (Required)
54.	Rear Window Wiper/Washer	If applicable
55.	Remote Control Rear Gate Release by Driver	Required, if available
56.	Rear Door	Lift Gate
57.	Electronic Door Locks / Electronic Windows	Required
58.	Tilt Wheel & Cruise Control	Required
Warranty		
59.	Rust Proofing	Min. Factory Warranty
60.	Manufacturer Standard	Min. 3 yr./36,000 Mile
61.	Powertrain	Min. 5 yr./100,000 Mile
Optional Equipment Items		
62.	45-Day Tags	
63.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	
64.	Wheel Cover	
65.	Engine: 5.7L V8 HEMI MDS VVT	
66.	Inside Rear-Door Locks Inoperable, Inside Rear-Door Handles Inoperable, and Inside Windows-Rear- Power Delete	
67.	Heated Side View Mirrors - Standard	
68.	Carpet	
69.	Red/White Dome Light in Cargo Area	
70.	Perimeter Anti-Theft Alarm with remote start option	
71.	Remote Keyless Entry Key FOB w/o Key Pad -Deduct - Standard	
72.	Rear Console Plate - Standard	
73.	Grille LED Lights, Siren & Speaker Pre-Wiring	
74.	Hitch - Standard	
75.	Skid Plate Group	
76.	Rear Light Solution – Blue/Blue for Cargo Area	
77.	Street Appearance Package (factory console, spot light delete, full wheel covers, cloth rear seats, carpeting)	
78.	Additional Paint Colors: PAS Vapor Grey	
79.	Additional Paint Colors: PRV Octane Red Pearl	
80.	Additional Paint Colors: P79 Michigan State Blue	
81.	Additional Paint Colors: PDN Destroyer Grey	
82.	Additional Option Package: LSA Security Alarm with out remote start	
83.	Additional Option Package: CUG Police Console	
84.	Additional Option Package: GX* Single Key System	

Unspecified Option Price: 3.00% above manufacturer invoice.

Delivery Days After Receipt of Order: 90-180 Days ARO

2 - STANDARD TERMS AND CONDITIONS

The State of Ohio [Standard Terms and Conditions](#) (revised 03/31/25) govern this Contract and are incorporated as if fully rewritten herein.

3 - CONTRACT SPECIFIC TERMS AND CONDITIONS

3.1 - ORDER OF PRIORITY:

The order of priority of the Contract will be the following: 1.) Specifications and Requirements; 2) Contract Specific Terms and Conditions; 3) Standard Terms and Conditions.

3.2 - AMENDMENT TO CONTRACT TERMS AND CONDITIONS:

The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

3.3 - BRAND SPECIFIC:

The items listed are being bid by specified manufacturer brand pursuant to Ohio Administrative Code 123:5-1-10 (D)(6). No other brands of products will be acceptable.

3.4 - FIXED PRICE WITH ECONOMIC ADJUSTMENT FOR MODEL YEAR UPDATE:

The contract prices(s) will remain firm at the listed price(s) for the model year awarded for the duration of the contract. Upon notification of the Model Year Build out of the Model Year awarded, the Contractor may submit a request to roll over current pricing to the next model year or increase their prices for the next model year of the Make/Model awarded, to be effective thirty (30) calendar days after acceptance by DAS. If pricing is unknown at the time of build out notification, Contractor can request the price adjustment as soon as that information is available. Contractors must submit price increase requests for the next model year of Make/Model awarded no later than 90 days prior to the end of the current contract. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from its suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. Price adjustments due to manufacturer cancellation require Agency approval (see Section 1.5.5.C). If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The proposed model year price increase must be justified by providing the updated manufacturer's pricing for the next model year. The proposed percentage price increase for the new model year contract item must not exceed the manufacturer's MSRP percentage price increase year over year. Optional equipment item pricing updates can only be updated with the new model year update information and must not exceed the manufacturer's MSRP percentage price increase year over year. Supportive documentation should include but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base and options cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to the "Suspension/Termination" and the "Contract Remedies" sections of the "Standard Contract Terms and Conditions."

3.5 - OPTIONS PRICING NOTE:

Options prices bid are to be less than the manufacturer's suggested retail price(s) (MSRP). Bidder signifies by the completion of "Bid Certification" in their response that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

Bidders must indicate whether an option item is included with the base unit, no additional charge, not available, or a price for the option. On the Item Grid, the following must be used to indicate one of those choices:

- Included with base unit or available at no additional charge: On the Item Grid, enter \$0.00
- Not available: On the Item Grid, mark 'Yes' in the Decline column
- Price: On the Item Grid, enter the dollar value

3.5.1 - REQUIRED OPTIONS:

Line items with a value greater than 0 in the "Units to Evaluate" are Required Options. Failure to offer a Required Option may deem your bid response not responsive and ineligible for award. Bidders must either, indicate the Required Option is included with the base unit or available at no additional charge by entering \$0.00, or providing a price. Bidders that decline a Required Option or respond with no cost but cannot provide this item may be deemed not responsive and ineligible for award.

If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Part Number field is to include an "AM" designation.

3.5.2 - ADDITIONAL OPTION PACKAGES:

Bidders may elect to supply pricing for popular or common option packages not included as a required options on the Item Grid. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the Contract.

3.5.3 - UNSPECIFIED OPTION PRICE:

Unspecified option price is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

Any option not specified on the Item Grid will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. Bidder is to specify the percentage on the Specification Identification, Unspecified Option Price, & Delivery form and attach form via Questionnaire. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price specified by the Bidder will not be used in the vehicle evaluation.

3.6 - TRANSPORTATION CHARGES:

Any items(s) ordered from this Contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the State of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the item page. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the State of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

3.7 - MINIMUM DELIVERY CHARGE:

This charge is to be used when the rate per mile per vehicle, as listed on the catalog, times the number of round-trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

3.8 - PLACEMENT OF ORDERS:

Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

3.9 – PURCHASE ORDERS:

The Purchase Orders for item(s) listed in this Contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official State of Ohio Purchase Order or, by a purchase order issued by the State’s third-party financing administrator. The State will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the Contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the Contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

ALL purchase orders placed against this Contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

TITLE TO:	SHIP TO:	BILL TO:
AGENCY TAX NO. _____		
AGENCY _____	_____	_____
ADDRESS _____	_____	_____
CITY/STATE _____	_____	_____
COUNTY _____	CONTACT _____	
TELEPHONE _____		

3.10 - SUBMISSION OF INVOICES:

Refer to the Standard Contract Terms and Conditions; IV, Order and Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

3.11 – PAYMENT:

During the term of this Contract, a third-party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third-party administrator. Contractors will continue to receive payment in full; either from the State or the third-party administrator. If payment is received from the third-party administrator, the title to the vehicle is to (may) be forwarded to the third-party administrator. If a third-party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies may purchase through a third-party administrator or quantity of vehicles being purchased. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer

(EFT) may be used as payment method with mutual agreement between the third-party financing administrator and the dealer.

Payment will be issued once full order is completed and vehicles are delivered to ordering agency.

3.12 - CANCELLATION AFTER ORDER CONFIRMATION:

If an ordering agency needs to cancel any units due to agency error (wrong vehicle, over purchase, discontinued use, inventory reduction, etc.) after receiving the confirmation from the factory as described in Section 1.5.1, Delivery, the contractor may accept or reject the cancellation. If the contractor accepts the cancellation, they may charge a fee of up to \$1,000.00 per vehicle cancelled to recover costs for reselling the vehicle.

3.13 – SERVICE:

The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. This requires that all fluids are filled to their maximum levels unless otherwise defined. Unit shall conform to all current Federal Safety Regulations including OSHA.

3.14 - SERVICE POLICY:

The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.

3.15 - CERTIFICATE OF TITLE:

The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.

3.16 - AGENCY REGISTRATION:

The contractor shall furnish the Title Documents for each new vehicle and deliver same to the department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$15.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

3.17 – ADVERTISEMENT:

Dealer name-signs shall not be affixed to any part of the delivered vehicle.

3.18 - DEALER LICENSE:

Contractor must be licensed to sell motor vehicles in the State of Ohio pursuant to ORC [4517.12](#). DAS may ask for proof of a dealers license/permit.

The Bidder should submit their dealer license/permit issued by the State of Ohio with their bid response. If not provided as part of the bid response, the Bidder must provide said dealer license within seven (7) calendar days after request/notification by the Office of Procurement Services. Failure to submit the dealer license within the stated time period may result in the bid response being deemed as not responsive.

3.19 - AUTHORIZED DEALER STATEMENT:

Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the products they are bidding. Bidders should submit a letter with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead and must be signed by a duly authorized manufacturer's representative. If not provided as part of the bid response, the Bidder must provide said statement within seven (7) calendar days after request/notification by the Office of Procurement Services. Failure to submit the certification letter within the stated time period may result in the bid response being deemed as not responsive.

3.20 - SALES LICENSE:

Contractor must be licensed to sell new motor vehicles pursuant to ORC [4517.01](#) and [4517.02](#).

DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the Bidder will have seven (7) calendar days to respond.

If the owner/partner who is listed on the dealer's license is selling to the State, rather than a salesperson, an affirmation letter stating this must be provided in lieu of a salesperson license.

3.21 - ENERGY POLICY ACT:

The Energy Policy Act was signed into law in 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

3.22 - COOPERATIVE PURCHASING CONTRACT:

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

3.23 - CONTRACTOR QUARTERLY SALES REPORT:

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to Ohio|Buys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using Ohio|Buys at the following web address supplier-emarketplace.ohio.gov. If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

3.24 - CONTRACTOR REVENUE SHARE:

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals $\frac{3}{4}$ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

4 - INVITATION TO BID INSTRUCTIONS

[Instructions, Terms and Conditions for Bidding](#) that apply to the solicitation.

5 - SPECIAL INSTRUCTIONS TO BIDDERS

5.1 – DELIVERY:

Supplies will be delivered to the participating agency within the timeframe noted on the contract for the item after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency.

5.2 - CONTRACT AWARD:

The contract will be awarded to the lowest responsive and responsible bidder by line item.

5.3 – EVALUATION:

Bids will be evaluated in accordance with Article I-15 of the "Instructions to Bidders". In addition, the State will evaluate the bid based on the total item cost, which equals the estimated number of units multiplied by the unit bid price plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no "delivery charge per mile round trip map mileage rate" supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The State reserves the right to reject the "per mile" delivery charge or the "minimum" delivery charge if it is determined to be excessive.

Example Calculation:

Total Item Cost = [(vehicle unit price) x (estimated number of units)] + [(delivery charge per mile round trip x 300)
x estimated number of vehicles]

5.4 - DESCRIPTIVE LITERATURE:

The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein may deem the bidder not responsive.

BUILD OUT SCHEDULE

Amend #	Amend Date	Make & Model/Vehicle Description	Requisition Approval Date	Order to Dealer Date	Dealer Order Cut Off Date	Price Protection (Yes/No)
		Dodge Durango: Sport Utility Vehicle-4 Door-V6-All Wheel Drive				

Key
Requisition Approval Date - Last day to have requisitions submitted, approved by ordering agency, and routed for central approval.
Order to Dealer Date - Last day to submit Purchase Orders to the dealer.
Dealer Order Cut Off Date - Last day dealer can submit order to manufacturer.
Price Protection Yes - Model Year 27 is available at Model Year 26 contract pricing.

Note: If the vehicle has been price protected, please contact the dealer to confirm date of delivery as MY27 vehicles may not start production until a later date.

EXHIBIT B

SARCHIONE CHRYSLER DODGE JEEP RAM
 315 MILL ST S
 DALTON, OH 446189781

Priced Order Confirmation (POC)

Date Printed: 2026-02-12 4:51 PM **VIN:** **Quantity:** 01
Estimated Ship Date: **VON:** 62947643 **Status:** C - Tentative schedule
Date Ordered: 2026-02-02 1:51 PM **Ordered By:** S76074G **FAN 1:** 01R81 Parma Heights Police
FAN 2:
Client Code:
Bid Number: TB6084
PO Number:

Sold to:
 SARCHIONE CHRYSLER DODGE JEEP RAM
 (27425)
 315 MILL ST S
 DALTON, OH 446189781

Ship to:
 SARCHIONE CHRYSLER DODGE JEEP RAM (27425)
 315 MILL ST S
 DALTON, OH 446189781

PATROL

Vehicle: 2026 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	44,879	44,677
Package:	22Z	Customer Preferred Package 22Z	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	3,240	2,915
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0	0
	APA	Monotone Paint	0	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	160	145
	-X9	Black	0	0
Options:	CW6	Deactivate Rear Doors/Windows	95	86
	GXF	Entire Fleet Alike Key (FREQ 1)	800	540
	LNF	Black Left LED Spot Lamp	695	626
	NAS	50 State Emissions	0	0
	3AH	Price Protection - Code H	0	0
	4NU	Fuel Fill / Battery Charge	0	0
	4FM	Fleet Option Editor	0	0
	4ES	Delivery Allowance Credit	0	-448
	2SQ	FCA Fleet Powertrain Care	0	0
	YG1	7.5 Additional Gallons of Gas	0	23
	4FT		0	0
	5N6	Easy Order	0	0
	4FT	Fleet Sales Order	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4KA	Special Bid Handling	0	0
	4FA	Special Bid-Ineligible For Incentive	0	0
	4DH	Prepaid Holdback	0	-1,490
	MAF	Fleet Purchase Incentive	0	0
Bid Number:	TB6084	Government Incentives	0	-6,500
Special Equipment:	99595A		0	0
Destination Fees:			1,995	1,995

Total Price: 51,664 42,569

Order Type: Fleet **PSP Month/Week:**
Scheduling Priority: 1-Sold Order **Buld Priority:** 01

+ 500

\$ 43,070

X3

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

**Retail
Buyers
Order**

Sarchione Chrysler Dodge Jeep Ram
315 South Mill Street
Dalton Ohio 44618
Phone 330.828.2263 - Fax 330.828.2963
www.sarchionecdjr.com

STOCK NO.
Order Unit
DEAL NO.

Patrol x3

PURCHASER'S NAME CITY OF PARMA HEIGHTS EMAIL asloan@phpd.us DATE 02/10/2026

STREET ADDRESS 6281 Pearl Rd PHONE (440) 223-3451

CITY Parma Heights COUNTY Cuyahoga STATE OH ZIP 44130 SALESPERSON Trevor Hillbert

ENTER MY ORDER FOR ONE NEW USED CAR TRUCK DEMONSTRATOR FACTORY OFFICIAL RENTAL VEHICLE AS FOLLOWS:

YEAR <u>2026</u>	MAKE <u>Dodge Truck</u>	MODEL <u>Durango 4WD Pursuit</u>	BODY TYPE <u>Pursuit</u>	COLOR <u>Black</u>	TRIM <u>4dr Wgn R/T Plus</u>
TO BE DELIVERED ON OR ABOUT <u>02/10/2026</u>			STOCK NO. <u>Order Unit</u>		

PRICE OF VEHICLE	\$43,070.00
OTHER GOODS & SERVICES	
5.7L V8	3240.00
Cloth rear vinyl seats	160.00
Black left spot light	695.00
deactivate rear door windows	95.00
entire fleet alike	600.00
Warranty	275.00
DOCUMENTARY FEE	\$387.00
TAXABLE PRICE	\$0.00
LESS: TRADE IN ALLOWANCE(S)	\$0.00
TAX BASE \$	
SALES TAX %	\$0.00
Filing Fee	
TITLE FEE	\$15.00
REGISTRATION FEE	\$0.00
CREDIT LIFE AND DISABILITY	
PLUS: PAYOFF ON TRADE VEHICLE(S)	\$0.00
TOTAL DUE	\$43,472.00
LESS INITIAL PAYMENT/CASH DOWN	\$0.00
LESS REBATE/FACTORY INCENTIVE	
OTHER	
BALANCE DUE	\$46,223.00

ODOMETER MILEAGE STATEMENT
THE ODOMETER OF THE PURCHASED VEHICLE NOW READS _____ MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW.
 ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.

TRADE-IN RECORD 1
YEAR _____ MAKE _____ MODEL _____ TYPE _____
VIN# _____ MILEAGE _____
PAYOFF \$ _____ Trade In Allowance _____

TRADE-IN RECORD 2
YEAR _____ MAKE _____ MODEL _____ TYPE _____
VIN# _____ MILEAGE _____
PAYOFF \$ _____ Trade In Allowance _____

NEGATIVE EQUITY DISCLOSURE & CONSENT:
I am aware that the balance owed on my trade-in vehicle(s) or the amount owed on my lease term in vehicle(s) exceeds the trade in allowance(s) from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity).
INITIALS: _____

SEE VEHICLE DELIVERY REPORT ATTACHED
 SEE USED VEHICLE LIMITED WARRANTY ATTACHED
 LIMITED RIGHT TO CANCEL APPLIES: If you have entered into a Spot Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained and/or the Contract cannot be assigned, you or the Dealership may cancel the Contract in accordance with this Agreement, the Spot Delivery Agreement-Limited Right to Cancel, and the Retail Installment Sale Contract. SEE ATTACHED DOCUMENT FOR IMPORTANT DETAILS

DEPOSIT RECEIPT: Dealer hereby acknowledges receipt of the sum of \$ _____ as a deposit or partial payment for the vehicle described above. If this receipt is for a deposit, Dealer will refrain from selling the described vehicle for _____ days. This Deposit:
 IS IS NOT REFUNDABLE, subject to the conditions on the reverse side and the following:

REMARKS
Base Price \$39042 Price with options \$43070

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

JURY WAIVER: THE PURCHASER AND DEALER WAIVE AND RENOUNCE THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY FOR ANY CLAIM.

GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

The front and back of this Agreement, the finance document, if one was signed by the customer, and any documents incorporated herein comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

BUYER SIGNS X _____ DATE 02/10/2026

CO-BUYER SIGNS X _____ DATE 02/10/2026

Dealer or Authorized Representative (Must Be Accepted By An Authorized Representative of the Dealer)
X _____ DATE 02/10/2026

SARCHIONE CHRYSLER DODGE JEEP RAM
 315 MILL ST S
 DALTON, OH 446189781

Configuration Preview

Date Printed: 2026-02-10 1:33 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 00DDK Dealer / Police Inventory
 FAN 2:
 Client Code:
 Bld Number: TB6084
 PO Number:

Sold to:
 SARCHIONE CHRYSLER DODGE JEEP RAM
 (27425)
 315 MILL ST S
 DALTON, OH 446189781

Ship to:
 SARCHIONE CHRYSLER DODGE JEEP RAM (27425)
 315 MILL ST S
 DALTON, OH 446189781

Vehicle: 2026 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	44,879	44,677
Package:	2BZ	Customer Preferred Package 2BZ	0	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0	0
	DFT	8-Spd Auto 850RE Trans (Make)	0	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0	0
	APA	Monotone Paint	0	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	160	145
	-X9	Black	0	0
Options:	4DH	Prepaid Holdback	0	-1,351
	4ES	Delivery Allowance Credit	0	-448
	MAF	Fleet Purchase Incentive	0	0
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	142	Zone 42-Detroit	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB6084	Government Incentives	0	-6,500
Discounts:	YG1	7.5 Additional Gallons of Gas	0	24
Destination Fees:			1,995	1,995

Total Price: 47,034 38,542

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name:
 Customer Address:

PSP Month/Week:
 Build Priority: 99

Dealer markup → +\$1500

Instructions:

USA

BASE PRICE

39,042

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

SARCHIONE CHRYSLER DODGE JEEP RAM
 315 MILL ST S
 DALTON, OH 446189781

Priced Order Confirmation (POC)

Date Printed: 2026-02-12 4:51 PM **VIN:** **Quantity:** 01
Estimated Ship Date: **VON:** 62947763 **Status:** C - Tentative schedule
Date Ordered: 2026-02-02 2:22 PM **Ordered By:** S76074G **FAN 1:** 01R81 Parma Heights Police
FAN 2:
Date Modified: 2026-02-10 12:59 PM **Modified By:** S79906S **Client Code:**
Bid Number: TB6084
PO Number:
Sold to: **Ship to:**
 SARCHIONE CHRYSLER DODGE JEEP RAM (27425) SARCHIONE CHRYSLER DODGE JEEP RAM (27425)
 315 MILL ST S 315 MILL ST S
 DALTON, OH 446189781 DALTON, OH 446189781

Bureau

Vehicle: 2026 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	44,879	44,677
Package:	22Z	Customer Preferred Package 22Z	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	3,240	2,915
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0	0
Paint/Seat/Trim:	PAS	Vapor Grey	395	356
	APA	Monotone Paint	0	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0	0
	-X9	Black	0	0
Options:	CKD	Floor Carpet	160	145
	CUF	Full Length Floor Console	370	333
	NAS	50 State Emissions	0	0
	WP1	18X8.0 Painted Aluminum Wheels	430	387
	3AH	Price Protection - Code H	0	0
	4NU	Fuel Fill / Battery Charge	0	0
	4FM	Fleet Option Editor	0	0
	4ES	Delivery Allowance Credit	0	-448
	2SQ	FCA Fleet Powertrain Care	0	0
	YG1	7.5 Additional Gallons of Gas	0	23
	4FT		0	0
	5N6	Easy Order	0	0
	4FT	Fleet Sales Order	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4KA	Special Bid Handling	0	0
	4FA	Special Bid-Ineligible For Incentive	0	0
	4DH	Prepaid Holdback	0	-1,484
	MAF	Fleet Purchase Incentive	0	0
Bid Number:	TB6084	Government Incentives	0	-6,500
Destination Fees:			1,995	1,995

Street Appearance \$960

Total Price: 51,469 42,399

Order Type: Fleet **PSP Month/Week:**
Scheduling Priority: 1-Sold Order **Build Priority:** 01

+ \$500
\$42,900
X |

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

**Retail
Buyers
Order**

Sarchione Chrysler Dodge Jeep Ram
315 South Mill Street
Dalton Ohio 44618
Phone 330.828.2263 - Fax 330.828.2963
www.sarchionecdjr.com

STOCK NO. order unit
DEAL NO.

Bureau

PURCHASER'S NAME CITY OF PARMA HEIGHTS EMAIL asloan@phpd.us DATE 02/10/2026

STREET ADDRESS 6281 Pearl Rd PHONE (440) 223-3451

CITY Parma Heights COUNTY Cuyahoga STATE OH ZIP 44130 SALESPERSON Trevor Hilbert

ENTER MY ORDER FOR ONE NEW USED CAR TRUCK DEMONSTRATOR FACTORY OFFICIAL RENTAL VEHICLE AS FOLLOWS:

YEAR <u>2026</u>	MAKE <u>Dodge Truck</u>	MODEL <u>Durango 4WD</u>	BODY TYPE <u>pursult</u>	COLOR <u>gray</u>	TRIM <u>4dr Wgn R/T Plus</u>
TO BE DELIVERED ON OR ABOUT <u>02/10/2026</u>	STOCK NO. <u>order unit</u>				

PRICE OF VEHICLE <u>\$42,900.00</u>	ODOMETER MILEAGE STATEMENT THE ODOMETER OF THE PURCHASED VEHICLE NOW READS _____ MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW. <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.
--	--

OTHER GOODS & SERVICES	
<u>5.7I v8</u>	<u>3240.00</u>
<u>Floor Carpet cloth seats</u>	<u>160.00</u>
<u>Full Length Floor console</u>	<u>370.00</u>
<u>Painted Alum Wheels</u>	<u>430.00</u>
<u>Vapor Gray Paint</u>	<u>395.00</u>

Warranty	<u>2751.00</u>
DOCUMENTARY FEE	<u>\$387.00</u>
TAXABLE PRICE	<u>\$0.00</u>

LESS: TRADE IN ALLOWANCE(S)	<u>\$0.00</u>
-----------------------------	---------------

TAX BASE \$	
SALES TAX %	<u>\$0.00</u>

REGISTRATION FEE	<u>\$15.00</u>
CREDIT LIFE AND DISABILITY	<u>\$0.00</u>
PLUS: PAYOFF ON TRADE VEHICLE(S)	<u>\$0.00</u>

TOTAL DUE	<u>\$43,302.00</u>
LESS INITIAL PAYMENT/CASH DOWN	<u>\$0.00</u>
LESS REBATE/FACILITY INCENTIVE	
OTHER	
BALANCE DUE	<u>\$46,053.00</u>

NEGATIVE EQUITY DISCLOSURE & CONSENT:
I am aware that the balance owed on my trade-in vehicle(s) or the amount owed on my lease turn in vehicle(s) exceeds the trade in allowance(s) from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$_____ (known as negative equity).
INITIALS: _____

SEE VEHICLE DELIVERY REPORT ATTACHED
 SEE USED VEHICLE LIMITED WARRANTY ATTACHED
 LIMITED RIGHT TO CANCEL APPLIES: If you have entered into a Spot Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained and/or the Contract cannot be assigned, you or the Dealership may cancel the Contract in accordance with this Agreement, the Spot Delivery Agreement-Limited Right to Cancel, and the Retail Installment Sale Contract. SEE ATTACHED DOCUMENT FOR IMPORTANT DETAILS.

DEPOSIT RECEIPT: Dealer hereby acknowledges receipt of the sum of \$_____ as a deposit or partial payment for the vehicle described above. If this receipt is for a deposit, Dealer will refrain from selling the described vehicle for _____ days. This Deposit:
 IS IS NOT REFUNDABLE, subject to the conditions on the reverse side and the following:

REMARKS

Base Price \$39042.00 Price with Options \$42900.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

JURY WAIVER: THE PURCHASER AND DEALER WAIVE AND RENOUNCE THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY FOR ANY CLAIM.

GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUIA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

The front and back of this Agreement, the finance document, if one was signed by the customer, and any documents incorporated herein comprise the entire agreement effecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

BUYER SIGNS X _____ DATE 02/10/2026

CO-BUYER SIGNS X _____ DATE 02/10/2026

Dealer or Authorized Representative (Must Be Accepted By An Authorized Representative of the Dealer)

X _____ DATE 02/10/2026

EXHIBIT C

2026 Police Department Vehicle Purchase

Ohio State Contract No. RSI033143, Contract ID: 33143
Greve Chrysler Jeep Dodge of Van Wert, also known as Statewide

The following comparison was prepared by Sgt. Adam Sloan. Statewide won the state bid for law enforcement vehicles, the Dodge Durango. This is compared with pricing from our preferred vendor, Sarchione.

UNMARKED DURANGO

State Contract Pricing

Base Price \$39,486.00
+V8 \$3,240
+Street Appearance Package \$960
+Vapor Grey \$395

Vehicle \$44,081.00

+Warrant, title & doc fees \$3,999

TOTAL \$48,080.00

Sarchione Pricing, below state bid

Base Price \$39,042.00
+V8 \$2,915
+Street Appearance \$865
+Vapor Grey \$356

Vehicle \$42,900.00

+Warranty, title, & doc fees \$3153

TOTAL \$46,053.00

PATROL DURANGO

State Contract Pricing

Base Price \$39,486.00
+V8 \$3,240
+Disable rear windows and doors \$95
+Fleet Alike Key \$600

Vehicle \$43,421.00

+Warrant, title & doc fees \$3,999

TOTAL \$47,420.00

Sarchione Pricing, below state bid

Base Price \$39,042.00
+V8 \$2,915
+Disable rear windows/doors \$86
+Fleet Alike Key (FREQ 1) \$540
+cloth bucket seats w/vinyl \$145*
+black left LED Spot Lamp \$626*

Vehicle \$43,070.00

+Warranty, title, & doc fees \$3153

TOTAL \$46,223.00

- The Sarchione marked Durango pricing includes cloth bucket seats w/vinyl and a black left LED Spot Lamp which were required and for which there is no state bid pricing comparison. The total vehicle cost remains below the state bid cost.

Sgt. Sloan noted that Sarchione's system would only allow them to make adjusts to pricing in certain areas. Due to this, there are two sheets attached for Sarchione to show that the add-ons are below the state bid price.

Three marked vehicles and one unmarked vehicle from Sarchione \$184,722.00

RESOLUTION NO. 2026 – 22

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH WESTON HURD LLP TO PROVIDE LEGAL SERVICES TO THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined the need for and recommends legal services described in Exhibit “A” to assist the City with labor and employment matters; and

WHEREAS, it is the desire of this Council to authorize the Administration to enter into an agreement with Weston Hurd LLP; and

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

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

Section 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to utilize Weston Hurd LLP in order to continue to advise the City on time-sensitive labor negotiations and employment matters; wherefore, this Resolution shall go into effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

RESOLUTION NO. 2026 - 23

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH SPORTMASTER SPORT SURFACES AND ITS AUTHORIZED INSTALLER, INDUSTRIAL SURFACE SEALER, INC. THROUGH EQUALIS GROUP FOR THE RENOVATION OF TENNIS AND PICKLEBALL COURTS, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE RENOVATIONS, AND DECLARING AN EMERGENCY

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

WHEREAS, SportMaster Sport Surfaces is listed as a cooperative purchasing contractor with Equalis Group, a vendor of sports construction services; and

WHEREAS, Industrial Surface Sealer, Inc., an authorized installer of SportMaster Sport Surfaces surfacing material pursuant to Equalis Group Contract Number COG-2138B, submitted an industrial tennis estimate on March 3, 2026, as set forth in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten, for the renovation of tennis and pickleball courts; and

WHEREAS, the City of Parma Heights was awarded \$50,000.00 in grant funding from the Cuyahoga County Community Development Supplemental Grant Program for the Greenbrier Commons Pickleball Court Replacement Project to contribute to this larger renovation of the tennis and pickleball courts; and

WHEREAS, Council may authorize the Agreement through the City’s membership in the Sourcing Alliance [now known as Equalis Group], a purchasing cooperative, pursuant to Article V Sections 1 and 6 of the Charter, and Ohio Revised Code Section 9.48 without a competitive bidding process.

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

Section 1: The Administration is hereby authorized and directed to contract with Industrial Surface Sealer, Inc., an authorized installer for SportMaster Sport Surfaces through Equalis Group Contract Number COG-2138B for renovation of tennis and pickleball courts, pursuant to the forms identified as Exhibit “A” attached hereto, and made a part hereof as though fully rewritten.

Section 2: The Administration is hereby authorized and directed to expend funds in the amount of \$232,355.00, subject to incidental change orders not to exceed ten percent (10%) of the contract, for the renovation of tennis and pickleball courts, pursuant to the forms identified as Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten.

Section 3: The Administration is hereby authorized and directed to execute all necessary agreements and to take any further actions necessary to contract for the renovation identified in Exhibit “A”, attached hereto and made a part hereof as though fully rewritten.

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

Section 5: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to renovate the tennis and pickleball courts during appropriate weather months and at a time that the Equalis Group contractor has availability during that limited season; wherefore, this Resolution shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

INDUSTRIAL SURFACE SEALER, INC.

4000 E 86th St.
 Cleveland, OH 44105-3914 US
 +12164083448
 www.industrialsurface.com

Industrial Tennis Estimate

ADDRESS

Sandie Agresta/Mike Sedlak
 City of Parma Heights
 6281 Pearl Road
 Parma Hts., OH 44130

SHIP TO

Sandie Agresta/Mike Sedlak
 City of Parma Heights
 6281 Pearl Road
 Parma Hts., OH 44130

INDUSTRIAL TENNIS ESTIMATE #	DATE
8284	03/03/2026

SALES REP

Carl Gedeon

DATE	ACTIVITY	AMOUNT
	<p>Services PARMA HTS ALL PRICES HAVE been adjusted per National EQUALIS rates. Prices to be at or below national EQUALIS rates. 3 Tennis / 7 pickleball = In front area = 3 Tennis + 4 Pickleball In back area = 3 Pickleball (Per Mike Sedlak) Submitter: Industrial Surface (www.industrialsurface.com) Carl J. Gedeon - President ALL PRICES HAVE been adjusted per National EQUALIS rates Use 60% Material and 40% Labor if you need to break costs down more. NOTES - Adding CORE drill through cement - significant amount of work /Special bits/Auger - Purple change - same price - Registering for Ohio Buys - Should be on list shortly Back area - Small fence to be taken down by Parma Hts Sewer is to be cleaned out for good water flow by Parma Hts. Clogged sewers will cause water not to flow off courts. - 2 year limited warranty on coatings - 1 year limited warranty on asphalt</p>	0.00
	<p>Contractor Notes Location: 6200 Pearl Rd, Parma Hts Scope of Work: Normal wage rates apply - Payments due on completion of each step - Asphalt (Step 1) , posts (Step 2) , Color (Step 3)</p>	0.00
	<p>Services Asphalt Paving - Approx. 28,200 S/F -Open Market - EQUALIS Adjusted Install MPM30® Paving FABRIC over WHOLE court **** Front set of court - 3 Tennis + 4 Pickleball Remove existing net posts Sweep existing courts Crack fill cracks larger than " in width Install a tack coat on existing asphalt</p>	89,440.00

DATE	ACTIVITY	AMOUNT
	<p>\$ 400 x 20 post sleeves total = Special auger and cement bits to dig through layers of CONCRETE</p> <p>Sport Resurfacing Disclaimer Industrial Surface is not responsible for the following. Painting under mesh fencing on the ground unless it is at least 2" off the court surface. Painting around the outside perimeter of the fence. Unless specified. Low spots, birdbaths, depressions, or standing water on the court surface from prior asphalt. We are not changing the grade of the slope with 2 inches of asphalt Repairing damages to the court surface before & after our coatings are applied unless our personnel caused it.</p> <p>Court layouts, color schemes & line dimensions will be up to our discretion unless we are provided with acceptable specifications. Sign off required Permanent closure of cracks is not guaranteed unless membraned cracks apply</p> <p>New asphalt must be cured for 20-25 days before coating can be applied.</p>	0.00
	<p>Note-Carl Carl-Industrial Surface www.industrialsurface.com (216) 408-3348 (cell) (216) 341-2662 (office) carl@industrialsurface.com</p>	0.00
	<p>References 1 References: Over 900 + courts done in the last 30 years - Amherst High School - 2025 - Oberlin College - 2025 - Park Place - 747 Alpha Drive, Highland Hts - Hawken High School - Gates Mills - Kenston High School (2024) - Aberdeen HOA , Highland Hts - Next to Stonewater Country Club - Richfield Village - 6 Pickleball Courts + 3 Tennis (2024) - Fairview Park - Morton Park - City of Strongsville - Town Center - 12 Pickleball + 4 Tennis (2024) + Basketball - Avon Lake - Premier Indoor Pickleball - 16 Indoor Pickleball - Pin Oak Drive, Avon - 50,000 SF - Concord Park - 1 BBall + 2 Tenniis - Willoughby - Osborne Parl - 12 Pball - Lerner - Private residence - Hunting Valley - Medina High School - Copley High School - Beachwood - 6 Pickleball - Behind pool on Fairmont Rd - Tri City Park -Westlake - 12 Pickleball Courts - North Ridgeville High School - 5 courts - Avon High School - 8 Tennis + 5 Pickleball - John Carroll University (last year) - 6 Tennis - Laurel School (8 courts - 2 each year) - Rocky River (Linden Park) - 4 Tennis - Westlake Rec center -Senior Center (4 courts) - Hudson Barlow Park - 12 Pickleball + 5 Tennis - Glenwillow Pickleball courts - Independence City Courts (4 tennis / 6 Pickleball) - Selig Drive - 5 years ago - Orange Village - Pickleball courts - Lakes of Orange - Orangewood HOA - City of Akron (Waters Park) - 6 Pickleball courts - Mentor - 16 pickleball courts (8 years ago) - By ice arena</p>	0.00

DATE	ACTIVITY	AMOUNT
	many others, etc...	
TOTAL		\$232,355.00

Accepted By

Accepted Date



March 4, 2026

RE: Authorization of Industrial Surface Sealer, Inc. as Authorized Installer

Contract No. COG-2138B | SportMaster Sport Surfacing Systems

To Whom It May Concern:

Equalis Group hereby confirms that Industrial Surface Sealer, Inc. is an authorized installer of SportMaster sport surfacing systems under Contract Number COG-2138B, issued through the Equalis Group cooperative purchasing program.

Contract COG-2138B was competitively solicited and awarded through the Cooperative Council of Government's procurement process in full compliance with applicable public procurement requirements. The contract encompasses the supply of SportMaster sport surfacing materials as well as professional installation services performed by authorized installer.

Industrial Surface Sealer, Inc. has been designated as an authorized applicator under Contract COG-2138B and is expressly authorized to perform installation services on behalf of SportMaster for projects procured through this contract. Any work performed by Industrial Surface Sealer, Inc. under COG-2138B shall be considered fully compliant with the terms and conditions of the cooperative contract with SportMaster sport surfacing systems.

Should you require additional information regarding Contract COG-2138B, the scope of authorized installation services, or the Equalis Group cooperative purchasing program, please do not hesitate to contact me.

Sincerely,

David Robbins

Director – Product Development, Equalis Group

c: 330.328.9552 | o: 216.478.1070

e: DRobbins@EqualisGroup.org

AUTHORIZED INSTALLER

SportMaster®
SPORT SURFACES

SportMaster®

PO Box 2277

Sandusky, Ohio 44870

Phone: 419-626-4375

Toll Free: 800-395-7325 (U.S.)

FAX: 419-626-5477



Industrial Surface Sealer, Inc. – Cleveland, OH

Factory Authorized - Installers of SportMaster® Sport Surfacing Systems

SportMaster® Sport Surfaces are 100% acrylic and available throughout the world at SealMaster® locations and select distributors. SportMaster® tennis surfaces have been the choice of surfacing professionals and players for over 50 years, and are utilized on ATP, WTA, and US Open series pro tournaments. A full range of surfacing systems from tennis, pickleball & basketball, roller sports, multi-purpose, running tracks, and cushioned surfaces make up the SportMaster® product line. The International Tennis Federation (ITF) has classified SportMaster® Sport Surfaces under their pace rating system for all speeds of play (slow, medium-slow, medium, medium-fast, fast). The United States Professional Tennis Association (USPTA) & The United States Pickleball Association (USA Pickleball) recognizes SportMaster® as their official surface. SportMaster® is equal to or better than all mainstream, 100% acrylic coating systems on the market.



Jeff Gearheart – Director of SportMaster® Sport Surfaces
jeff@sportmaster.net • www.sportmaster.net

SportMaster®
SPORT SURFACES