



# City of Parma Heights

## Council Meeting

6281 Pearl Road

Monday, April 24, 2023

7 :00 PM

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### ACTION ON MINUTES:

- APRIL 10, 2023 – CITY COUNCIL WORK SESSION
- APRIL 10, 2023 – PARMA HEIGHTS CITY COUNCIL MEETING

### REPORTS FROM MAYOR AND DIRECTORS

### COMMUNICATIONS:

- RECREATION COMMISSION UPDATE: COUNCILWOMAN MARUSCHAK

### PUBLIC SESSION

### LEGISLATION

#### Third Reading

#### 1. RESOLUTION NO. 2023 – 19

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET.**

#### First Reading

#### 2. ORDINANCE NO. 2023 – 25

**AN ORDINANCE APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1690, AND DECLARING AN EMERGENCY.**

#### 3. ORDINANCE NO. 2023 – 26

**AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR COMMUNITY DEVELOPMENT AND PUBLIC WORKS SOFTWARE SERVICES WITH IWORQ SYSTEMS, INC., AND DECLARING AN EMERGENCY**

#### 4. RESOLUTION NO. 2023 – 27

**A RESOLUTION SUPPORTING THE PARMA CITY SCHOOLS BOND ISSUE (ISSUE 4) ON THE MAY 2, 2023 PRIMARY ELECTION BALLOT, AND DECLARING AN EMERGENCY.**

### ADJOURNMENT



## **Exhibit A**

FIRE	2013	FORD	Explorer	1FM5K8AR2DGB59218
SERVICE	1999	FORD	Dump Truck	3FDWF36S3XMA28834
POLICE	2000	MERC	Grand Marq.	2MEFM75W8YX738161
POLICE	2014	CHEVY	Cruze	1G1PC5SB7E7234886
POLICE	2013	FORD	Taurus	1FAHP2M8XDG175952
POLICE	2014	DODGE	Charger	2C3CDXKT8EH288388
POLICE	2016	FORD	Taurus	1FAHP2MK4GG154935

**ORDINANCE NO. 2023 - 25**

**AN ORDINANCE APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1690, AND DECLARING AN EMERGENCY**

**WHEREAS**, a Collective Bargaining Agreement, effective January 1, 2023, through December 31, 2025, was made between the City of Parma Heights and the International Association of Firefighters Local 1690 (IAFF), with respect to terms and conditions of employment of firefighters in the Fire Department of the City; and

**WHEREAS**, the 2020-2021 Collective Bargaining Agreement expired at 11:59 P.M. on December 31, 2021; however, the parties have been operating under the status quo until now.

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

Section 1: The Collective Bargaining Agreement with the International Association of Firefighters Local 1690 attached hereto and incorporated herein as Exhibit “A”, is adopted, ratified, and approved, and the Administration is authorized and empowered to execute and enter into said Collective Bargaining Agreement for and on behalf of the City of Parma Heights.

Section 2: Ordinance 2020-21 for the Collective Bargaining Agreement for the period beginning January 1, 2020 and ending on December 31, 2021 is repealed.

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

Section 4: This Ordinance is declared to be an emergency measure for the public peace, health, and safety of the Municipality, and for the further reason that the provisions of this Ordinance are immediately required in order to continue the highest possible level of efficiency and service of the Fire Department of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO





























































































**ORDINANCE NO. 2023 - 26**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR COMMUNITY DEVELOPMENT AND PUBLIC WORKS SOFTWARE SERVICES WITH IWORQ SYSTEMS, INC., AND DECLARING AN EMERGENCY**

**WHEREAS**, the Director of Public Service has determined the need for and recommends community development and public works software services to improve work flow management; and

**WHEREAS**, the use of the software services provided by iWorQ Systems, Inc. will improve efficiency within the Department of Public Service.

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

Section 1: The Administration is authorized and directed to enter into an Agreement between the City of Parma Heights and iWorQ Systems, Inc. in the form identified as Exhibit “A” attached hereto, and made a part hereof as though fully rewritten.

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

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason that it is immediately necessary to continue uninterrupted vital services; 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

## **IWORQ SERVICE AGREEMENT**

### **For iWorQ applications and services**

City of Parma Heights here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

#### **1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:**

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A and B. This agreement will govern all application(s) and service(s) listed in Appendix A and B.

#### **2. CUSTOMER RESPONSIBILITY:**

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

#### **3. TRAINING AND IMPLEMENTATION:**

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. Implementation may continue beyond sixty (60) days, as necessary, to ensure service is delivered and to resolve software implementation. Following implementation, account managers will continue to call, provide remote training, and send summary emails to Customer monthly. iWorQ can provide project management and implementation documents upon request. iWorQ shall provide project management and implementation documents within a reasonable time following a Customer request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Following the iWorQ import of the Customer's data, the account manager will perform and provide project management, document implementation, and email a summary to the Customer, and continue to manage the import of Customer data. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A and B.

#### **4. CUSTOMER DATA:**

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week.

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A and B.

#### **5. CUSTOMER SUPPORT:**

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support requests are typically handled the same day. iWorQ provides "Service NOT Software".

In the event that Customer Support fails to succeed with importation and integration, without regard for cause or fault, the Customer may reasonably request further assistance of account managers and training staff. iWorQ agrees to reasonably respond to Customer requests for additional assistance and to perform operational assessments to achieve importation and integration of systems.

#### **6. BILLING:**

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A and B. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by the Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

#### **7. TERMINATION:**

The term of this agreement shall be three (3) years, commencing on the date of final execution of this contract. Either party may terminate this agreement after the initial year of the contract, without cause, if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and/or

service(s), the balance due, prorated to the date of termination, will immediately become due. In the event of such a termination, Customer shall not be liable for any amounts or balance after the effected termination date. Should Customer terminate any part of the application(s) and/or service(s), a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will preserve and provide customer with an electronic copy of all of Customer's data (within 3-5 business days), if requested by the Customer.

During the term of the Agreement, the Customer may request that iWorQ export a copy of all of Customer's data, for a cost of no more than \$2,500. At any time, as often as desired, the Customer may export a copy of all of Customer's data at no cost; and all provisions of this Agreement will continue.

iWorQ agrees that the Customer's Price Proposal for the entire three (3) year term shall be maintained and honored, during which time the price will not be increased.

**8. ACCEPTABLE USE:**

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

**9. CUSTOMER IMPLEMENTATION INFORMATION:**

Primary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Secondary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

**10. CUSTOMER BILLING INFORMATION:**

Billing Contact \_\_\_\_\_ Title \_\_\_\_\_

Billing Address: \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

PO# \_\_\_\_\_ (if required) Tax Exempt ID # \_\_\_\_\_

**11. ACCEPTANCE:**

The effective date of this Agreement is listed below. Authorized representatives of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature \_\_\_\_\_

Effective Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Office Number \_\_\_\_\_

Cell Number \_\_\_\_\_

**iWorQ Service(s) Agreement**  
**APPENDIX A**

## iWorQ Price Proposal

<b>City of Parma Heights</b>	<b>Population- 20,543</b>
<b>6281 Pearl Road Parma Heights, Ohio 44130</b>	<b>Prepared by: Devon Bartlett</b>

### Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p><b>Public Works Package (Basic)</b></p> <p>Package includes:</p> <ul style="list-style-type: none"> <li>*Work Management</li> <li>*Sign Management</li> <li>*Pavement Management</li> </ul> <ul style="list-style-type: none"> <li>- Track and manage work by location using OpenStreetMap</li> <li>- Work order scheduling and templates</li> <li>- Track labor, inventory, parts, and material</li> <li>- Track work completed and maintenance history</li> <li>- Track sign location, MUTCD, condition, reflectivity, work orders etc.</li> <li>- Remaining service life (RSL), next treatment, 5-year budget etc.</li> <li>- Road layer on OpenStreetMap with color by lookup</li> <li>- Sign layer displayed on OpenStreetMap</li> </ul> <ul style="list-style-type: none"> <li>* Available on any computer, tablet, or mobile device using Chrome browser</li> <li>* OpenStreetMap - Ability to track point and line layers</li> <li>* Quarterly GIS Updates</li> <li>* Configurable dashboard, fields, and reports</li> <li>* Premium Data Package - 25MB File Upload Size &amp; 100GB Total Storage</li> </ul>	<b>\$10,000</b>	Annual
<b>Subscription Fee Total (This amount will be invoiced each year)</b>	<b>\$10,000</b>	Annual

## One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	<del>\$6,600</del> \$3,000	<del>\$6,600</del> \$3,000	Year One
Up to 5 hours of GIS integration and data conversion	<del>\$1,000</del>	Included	Year One
Data Conversion	<del>\$4,900</del>	Included	Year One
<b>One-Time Setup Total (This amount will be added year 1)</b>	<del>\$12,500</del>	<del>\$6,600</del> \$3,000	Year One
<b>Grand Total Due Year 1</b>	<del>\$22,500</del>	<del>\$16,600</del> <b>\$13,000</b>	Year One

### NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request. Pricing concession for setup of \$3,600 requires the agreement to be signed and returned to iWorQ Systems on or before May 9, 2023.
- III. This cost proposal cannot be disclosed or used to compete with other companies.

**iWorQ Service(s)  
Agreement APPENDIX B**

## iWorQ Price Proposal

<b>City of Parma Heights</b>	<b>Population- 20543</b>
<b>6281 Pearl Road Parma Heights, Ohio 44130</b>	<b>Prepared by: Marty Smith</b>

### Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p><b>Community Development (Enterprise Package)</b></p> <ul style="list-style-type: none"> <li>*Permit Management</li> <li>*Code Enforcement</li> <li>*Portal Home to include all licensing applications</li> <li>*PayRoc Online credit/debit card processing integrated with iWorQ.</li> </ul> <p>-Configurable portal for ease of applying for permits, tracking current permits, and paying fees online            -Allows for submitting code enforcement issues online and viewing code cases            -Messaging feature for easy interaction with citizens            -Built-in automatic workflow capabilities            -iWorQ Notifications included            -Inspection and plan review tracking            -Track permits and cases with customizable reporting            -Includes Premium Data (25MB Uploads, 100GB Total Storage)            -3 Scheduled Reports            -3 Custom Web Forms for Portal Home            -Free forms, letters, and/or permits utilizing iWorQ' template library</p>	<p><del>\$24,000</del>  <b>\$20,000</b></p>	Annual

<p>and up to 3 custom letters</p> <ul style="list-style-type: none"> <li>-OpenStreetMap tracking abilities with quarterly updates</li> </ul> <p>GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update parcel information monthly from the published service.</p> <p>Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)</p>		
<p><b>12 Additional Web Forms for Online Portal for a total of (15)</b></p>	<p><b>Included</b></p>	<p>Annual</p>
<p><b>Rental License Management</b></p> <ul style="list-style-type: none"> <li>-Available on any computer, tablet, mobile device using Chrome Browser</li> <li>-Quarterly Parcel Upload</li> <li>-License for Rentals</li> <li>-Renewal and invoicing capabilities for one owner to one property</li> <li>-Unlimited letters utilizing iWorQs template library, and up to 3 custom letters</li> <li>-Reminder letter generation</li> </ul>	<p><b>Included</b></p>	<p>Annual</p>
<p><b>Contractor License Management</b></p> <ul style="list-style-type: none"> <li>-Available on any computer, tablet, mobile device using Chrome Browser</li> <li>-Quarterly Parcel Upload</li> <li>-License for Contractors</li> <li>-Renewal and invoicing capabilities for one owner to one property</li> <li>-Unlimited letters utilizing iWorQs template library, and up to 3 custom letters</li> <li>-Reminder letter generation</li> </ul>	<p><b>Included</b></p>	<p>Annual</p>
<p><b>Business License Management</b></p> <ul style="list-style-type: none"> <li>-Available on any computer, tablet, mobile device using Chrome Browser</li> <li>-Quarterly Parcel Upload</li> <li>-License for Businesses</li> <li>-Renewal and invoicing capabilities for one owner to one property</li> <li>-Unlimited letters utilizing iWorQs template library, and up to 3</li> </ul>	<p><b>Included</b></p>	<p>Annual</p>

custom letters -Reminder letter generation		
<b>Subscription Fee Total (This amount will be invoiced each year)</b>	<del>\$24,000</del> <b>\$20,000</b>	Annual

## One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$16,000	<del>\$16,000</del> <b>\$7,000</b>	Year One
Up to 5 hours of GIS integration and data conversion	<del>\$1,000</del>	Included	Year One
Data Conversion	<del>\$4,900</del>	Included	Year One
<b>One-Time Setup Total (This amount will be added year 1)</b>	<del>\$21,900</del>	<del>\$16,000</del> <b>\$7,000</b>	Year One
<b>Grand Total Due Year 1</b>	<del>\$45,900</del>	<del>\$40,000</del> <b>\$27,000</b>	Year One

## NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request. Pricing concession of recurring software applications of \$4,000 and Setup pricing concession of \$9,000 requires the agreement to be signed and returned to iWorQ Systems on or before May 9<sup>th</sup>, 2023.
- III. This cost proposal cannot be disclosed or used to compete with other companies.

**RESOLUTION NO. 2023 - 27**

**A RESOLUTION SUPPORTING THE PARMA CITY SCHOOLS BOND ISSUE (ISSUE 4) ON THE MAY 2, 2023 PRIMARY ELECTION BALLOT, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Parma City School District (PCSD) currently has three (3) high schools: the newest high school building in the district is Normandy High School built in 1968 (55 years old); while Parma High School (1953 – 70 years old) and Valley Forge (1961 – 62 years old) had been educating students many years prior to the new Normandy High School; and

**WHEREAS**, the purpose of the proposed Issue 4 is new high school construction that includes 17 career technology pathways leading to professional credentials and certifications as well as to renovate, rehabilitate, remodel, construct, add to, furnish, equip, and otherwise improve other Parma School District buildings; and

**WHEREAS**, passage of proposed Issue 4 would trigger \$71.9 million dollars of support from the State of Ohio towards the cost of the project; and

**WHEREAS**, passage of proposed Issue 4 is in the best interests of the students, schools, and the community, and in order for this district to continue to move forward and to prepare our children for the jobs of today and tomorrow, this Issue must be passed.

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

Section 1: That this Council hereby supports the Parma City Schools Bond Issue (Issue 4) on the May 2, 2023 Primary Election ballot. We call on all residents to vote in favor of Issue 4 for the Parma City School District to be able to continue to provide a top-quality education for the community’s children and to give them the best opportunity for success beyond high school and for the City of Parma Heights to remain a desirable community in which to raise children.

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

Section 3: This 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 said Resolution is necessary due to the upcoming Primary Election taking place on May 2, 2023; 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