



City of Parma Heights
Special Council Meeting
6281 Pearl Road

Monday, August 21, 2023 7:00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

NEW BUSINESS

- **CONSIDERATION OF THE COMPETITIVE BIDDING OF THE BLOSSOM AVENUE LINING PROJECT – POTENTIAL REJECTION OF BIDS AND RETURN OF BID BONDS**

LEGISLATION

FIRST READING

1. RESOLUTION NO. 2023 – 41

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DIRECT USI MIDWEST, INC. ("USI") TO SOLICIT PROPOSALS FOR VARIOUS INSURANCE COVERAGES, INCLUDING MEDICAL, DENTAL, VISION, AND STOP LOSS, AND DECLARING AN EMERGENCY

2. RESOLUTION NO. 2023 – 42

A RESOLUTION AUTHORIZING THE MAYOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S), AND, IF SELECTED FOR OPWC FUNDING, FURTHER AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS, AND EXECUTION OF ANY AGREEMENTS AS REQUIRED, AND DECLARING AN EMERGENCY

3. RESOLUTION NO. 2023 – 43

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO A PURCHASE AGREEMENT FOR ONE (1) FIRE PARAMEDIC VEHICLE FROM PENN CARE, INC. AT A STATE PURCHASE PRICE NOT TO EXCEED \$250,000.00, AND DECLARING AN EMERGENCY

4. ORDINANCE NO. 2023 – 44

AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR PETROLEUM FUELS AND LUBRICANTS, FUEL MANAGEMENT, AND FUEL STORAGE, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS THEREFORE, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER, AND DECLARING AN EMERGENCY

5. RESOLUTION NO. 2023 – 45

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WORK ORDER CONTRACT WITH THE K COMPANY, INC. THROUGH SOURCEWELL, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE CASSIDY THEATRE MECHANICAL UPGRADES PROJECT, AND DECLARING AN EMERGENCY

6. RESOLUTION 2023 – 46

A RESOLUTION ASSESSING THE COST OF ABATING A CERTAIN NUISANCE, AND DECLARING AN EMERGENCY

7. ORDINANCE NO. 2023 – 47

AN ORDINANCE AMENDING SECTION 965.11 ENTITLED “SOLID WASTE COLLECTION FEE” OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

8. ORDINANCE NO. 2023 – 48

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE PARMA CITY SCHOOL DISTRICT FOR THE IMPLEMENTATION OF A SCHOOL RESOURCE OFFICER AT VALLEY FORGE HIGH SCHOOL, AND DECLARING AN EMERGENCY

9. RESOLUTION NO. 2023 – 49

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXPEND FUNDS TO WICHERT INSURANCE TO SECURE INSURANCE COVERAGE FOR THE CITY OF PARMA HEIGHTS FROM SELECTIVE INSURANCE COMPANY, LEXINGTON INSURANCE COMPANY, CINCINNATI INSURANCE COMPANY, HANOVER INSURANCE GROUP, AND LLOYDS, AND DECLARING AN EMERGENCY

10. RESOLUTION NO. 2023 – 50

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, WITH CONDITIONS, PURSUANT TO CHAPTER 1135 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS TO PERMIT THE BUSINESS KNOWN AS MOTELY 7 BREW, LLC TO ALLOW A DRIVE THROUGH FACILITY

11. ORDINANCE NO. 2023 – 51

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR TECHNOLOGY SERVICES WITH SIMVAY LLC, AND DECLARING AN EMERGENCY

MISCELLANEOUS BUSINESS

- **ADJOURN TO EXECUTIVE SESSION TO DISCUSS PENDING OR IMMINENT COURT ACTION.**

ADJOURNMENT

RESOLUTION NO. 2023 – 41

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DIRECT USI
MIDWEST, INC. ("USI") TO SOLICIT PROPOSALS FOR VARIOUS INSURANCE
COVERAGES, INCLUDING MEDICAL, DENTAL, VISION, AND STOP LOSS, AND
DECLARING AN EMERGENCY**

WHEREAS, the City of Parma Heights provides employee medical benefits to all full-time employees of the City; and,

WHEREAS, USI Midwest, Inc. ("USI") is currently responsible for managing the benefits program of the City to ensure that all aspects of the medical benefits program are handled both efficiently and effectively and to provide advice and assistance on matters that arise in the day-to-day administration of the medical benefits program; and

WHEREAS, it is the desire of this Council to authorize the Administration to direct USI to solicit proposals for all of the existing medical insurance coverages, including medical, dental, vision, and stop loss.

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 to direct USI Midwest, Inc. ("USI") to solicit proposals for all of the existing medical insurance coverages, including medical, dental, vision, and stop loss.

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

Section 3: This Resolution is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality and for the further reason that it is necessary to provide uninterrupted medical benefits to employees of the City; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

RESOLUTION NO. 2023 - 42

A RESOLUTION AUTHORIZING THE MAYOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S), AND, IF SELECTED FOR OPWC FUNDING, FURTHER AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS, AND EXECUTION OF ANY AGREEMENTS AS REQUIRED, AND DECLARING AN EMERGENCY

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Parma Heights is planning to make capital improvements to all of Kingsdale Boulevard and portions of North Church Drive, near the intersections of York Road and Ames Road; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

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

Section 1: The Mayor is hereby authorized and directed to apply to the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Programs for funds as described above.

Section 2: That the Mayor, if selected for OPWC funding, is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Section 3: This Council hereby authorizes, commits, and encumbers the expenditure of matching funds of four hundred and fifty thousand dollars (\$450,000.00) for the OPWC programs, upon the award of grant funds.

Section 4: 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 5: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of said City, and for the further reason that said Resolution is necessary to meet grant application deadlines; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

RESOLUTION NO. 2023 - 43

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO A PURCHASE AGREEMENT FOR ONE (1) FIRE PARAMEDIC VEHICLE FROM PENN CARE, INC. AT A STATE PURCHASE PRICE NOT TO EXCEED \$250,000.00, AND DECLARING AN EMERGENCY

WHEREAS, the City has been awarded a 2023 Community Development Block Grant (CDBG), and grant funds have been allocated in the amount of \$150,000.00 for the purchase of one (1) Fire Paramedic Vehicle; and

WHEREAS, in order to equip the Fire Department and expend the CDBG grant funds, the Fire Chief has solicited quotes for the assembly and purchase of a Fire Paramedic Vehicle from manufacturers authorized by the Ohio Department of Administrative Services aka the State Purchasing Program; and,

WHEREAS, Penn Care, Inc. proposes to assemble and deliver one (1) Fire Paramedic Vehicle to the City of Parma Heights for a sum not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), as indicated by the Purchase Agreement, as described in Exhibit "A", attached hereto and incorporated by reference; and,

WHEREAS, Council may authorize the Purchase Agreement 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 Sections 145.08 and 145.09 of the Codified Ordinances.

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

Section 1: That the Administration is hereby authorized and directed to purchase from Penn Care, Inc. one (1) Fire Paramedic Vehicle and related safety equipment for the sum not to exceed \$250,000.00, as described in Exhibit "A", attached hereto and incorporated by reference.

Section 2: Council does hereby authorize the Purchase Agreement, attached as Exhibit "A", pursuant to the State Purchasing Program without competitive bidding process pursuant to Article V Section 6 of the Charter, and Sections 145.08 and 145.09 of the Codified Ordinances.

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

Section 4: This Resolution is declared to be an emergency measure necessary for the public peace, health and safety of the Municipality, and for the further reason it is necessary to place an immediate order to secure the vehicle and have the equipment installed for delivery for the efficient operation of the Fire Department; wherefore, this Resolution shall be in full force and

effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO



EXHIBIT A

Emergency Vehicle Purchase Agreement August 8, 23

Purchaser:
Parma Hts Fire Dept
6184 Pearl Rd
Parma Hts, OH 44130

Seller:
Penn Care, Inc.
1317 North Rd.
Niles OH 44446

Penn Care, Inc. sells to Purchaser new Demers MXP170 on the Ford F550 4x4 chassis, as designed per the attached specifications, and when applicable, technical drawings, graphic design, and other required documents. Additions, deletions and/or changes must be approved by all parties in writing and may cause delays in deliveries and additional charges to the purchaser.

PRICING

Chassis:	\$57,476.01
Base & Options:	\$165,837.21
Stryker Powerload:	NOT INC.
Stryker Power Cot:	NOT INC.
Graphics & Lettering:	\$5,000.00
Additional Equipment:	\$15,199.78
2nd Ambulance Discount:	-\$4,000.00
Total Per Due at Delivery:	\$239,513.00

Additional Notes:

- **All pricing except chassis pricing is locked in. If chassis price increases, we will show you the invoice.**
- **\$0.00 down payment. Total payment is due upon delivery**
- **\$0.00 cancellation fee from now until January 1st 2024**
- **\$2,500.00 cancellation fee from January 1st 2024 until delivery of truck**

CHASSIS AVAILABILITY, PRICING, AND MANUFACTURES INCENTIVE:

Chassis year, price and manufactures incentives are priced as budgetary estimations ONLY and will not be finalized until the chassis arrives at the ambulance manufacturing facilities.

DELIVERY TIMES

Quoted lead times and delivery expectations quoted by Penn Care, Inc. are approximate and not guaranteed. Quoted lead times will be extended for Change Orders, delays from the chassis OEM and Force Majeure.

TRADE DESCRIPTION:



TRADE-IN TERMS AND APPRAISAL

Where Purchaser wishes to trade-in a used motor vehicle as part of the consideration for the motor vehicle ordered, Seller may appraise the trade-in at the time of the execution of this order by Purchaser. Seller also reserves the right to reappraise the trade-in at the time of delivery. The seller shall not alter a Trade-In appraisal from the time of the initial appraisal until the time of delivery unless:

- 1) Intervening factors indicate an apparent decrease in the value of the value of the trade-in over and above ordinary wear and tear
- 2) A change occurs in the mechanical performance of the vehicle
- 3) Emergency, medical, and/or other equipment/components have been removed that were not previously discussed and agreed to in writing
- 4) The Seller has made any misrepresentation of the vehicle and/or components to Penn Care, Inc.

WARRANTY

No representation has been made by Penn Care, Inc., except as herein stated and no warranties, expressed or implied, may arise except from this writing. All warranties are issued by the chassis manufacturer, the ambulance builder, and/or component parts suppliers and Penn Care, Inc. shall have no liability with respect to warranties issued by the chassis manufacturer, the ambulance builder, and component parts suppliers. Used vehicles are "as is" and have no warranty.

INVOICING AND PAYMENT

Unless otherwise agreed to in writing, Penn Care, Inc. will invoice the Purchaser 30 days prior to the scheduled delivery date. Upon completion of production and quality inspection by the Purchaser the vehicle is declared ready for delivery and payment will be due upon acceptance and/or delivery.

PAYMENT OF SALES AND USE TAXES

The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated. Purchaser assumes and agrees to pay, unless prohibited by law, and such Sales, Use, or Occupational Taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.

ACCEPTANCE

When requesting a final inspection the Purchaser shall inspect the vehicle(s) within 10-days of notification of completion of production. Vehicles not inspected by buyer will be deemed complete and ready for delivery, and payment will be due upon delivery. Items and issues discovered after the 10-day window shall not hold up payment from buyer to Penn Care Inc., these issues will be handled as warranty claims following the normal procedures.

PAYMENT AND TITLE

All payments shall be made in U.S. dollars either by certified check or wire transfers, credit card payments are not acceptable without prior written authorization (fees will apply). Payment terms are COD, unless otherwise agreed to in writing by Penn Care, Inc. Interest terms begin 16-days from date of delivery and are charged at a rate of prime plus 6%. MSO and title are released to Purchaser upon payment in full, including any related interest, shipping expenses, and other related costs and expenses to Penn Care Inc. or to the appointed floor plan financing company.

As collateral security for the payment of the purchase price of the Vehicles, Buyer hereby grants to Penn Care Inc., a lien on and security interest in and to all of the right, title, and interest of Purchaser in, to, and under the Vehicles, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds, including insurance proceeds, of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ohio Uniform Commercial Code.

CANCELLATION

Penn Care, Inc., may, in its sole discretion, and without liability or penalty, cancel this order if Penn Care, Inc. determines that Purchaser (i) fails to pay any amount due under these Terms and Conditions, (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part, or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Penn Care's election to cancel Purchaser's order under such circumstances is in addition to, and not in lieu of, any other rights or remedies that Penn Care, Inc. may have at either law or equity or under the Terms and Conditions of this Agreement.

Penn Care's manufactures commence engineering, no cancellation of this order is permitted, and the full purchase price is due and payable to Penn Care, Inc. Notwithstanding other provisions of this Agreement, and in addition thereto, Penn Care, Inc. shall be entitled to its reasonable and anticipated lost profit from such cancellation.

FORCE MAJEURE



Penn Care, Inc. shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any of these Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Penn Care, Inc., and/or the manufactures which Penn Care, Inc. represents including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown, or power outage.

DEFAULT/ATTORNEY'S FEES

Purchaser is in default of the Terms and Conditions if any of the following occurs (except as prohibited by law): (i) Purchaser fails to perform any obligation that Purchaser has undertaken in these Terms and Conditions; or (ii) Penn Care, Inc., in good faith, believes that Purchaser cannot, or will not, pay or perform the obligations it has agreed to in the Terms and Conditions.

If Purchaser defaults, or in the event Penn Care, Inc. brings an action or proceeding to enforce the terms hereof or declare rights hereunder, Purchaser agrees to pay Penn Care, Inc. costs for collecting amounts owing, including, without limitation, court costs, attorney's fees (for attorneys who are not our salaried employees), and fees for repossession, repair, storage, and sale of Vehicles, all without relief from valuation and appraisal laws.

GOVERNING LAW

All of terms and provisions of the agreement and the rights and obligations of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Ohio.

REMEDIES

If Purchaser is in default of these Terms and Conditions, Penn Care, Inc. shall have all the remedies provided by law in these Terms and Conditions: (i) Penn Care, Inc. may require Purchaser to immediately pay Penn Care, Inc., subject to any refund required by law, the remaining unpaid balance due; (ii) Penn Care, Inc. may require Purchaser to make the Vehicle available to Penn Care, Inc. at a designated place that is reasonably convenient to each party; (iii) Penn Care, Inc. may immediately take possession of the Vehicle by legal process or self-help, but in doing so Penn Care, Inc. may not breach the peace or unlawfully enter onto Purchaser's premises; (iv) Penn Care, Inc. may then sell the Vehicle and apply what it receives as provided by law to Penn Care, Inc. reasonable expenses and then toward Purchaser's obligations; and (v) Except when prohibited by law, Penn Care, Inc. may sue Purchaser for additional amounts if the proceeds of a sale do not pay all of the amounts Purchaser owes to Penn Care, Inc. By choosing any one or more of these remedies, Penn Care, Inc. does not waive its right to use another remedy. By deciding not to use any remedy, Penn Care, Inc. does not give up its right to consider the event a default if it happens again.

PURCHASER

Signature: _____

Name/Title: _____

Date: _____

ORDINANCE NO. 2023 – 44

AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR PETROLEUM FUELS AND LUBRICANTS, FUEL MANAGEMENT, AND FUEL STORAGE, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS THEREFORE, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER, 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, as 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 Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. The expenditure of monies of this Municipality for petroleum fuels and lubricants, fuel management, and fuel storage, which expenditure is now estimated to exceed \$50,000.00, is authorized and directed. Said expenditure shall be made from monies appropriated for such purpose.

Section 2. The Director of Public Service is authorized and directed to advertise for competitive bids for such expenditure 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 web page.

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 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 Council declares this ordinance to be an emergency measure for the immediate preservation of the public health, peace and safety of the Municipality, and for the further reason that it is necessary to authorize and direct such expenditure so as not to have a disruption of service to the City; 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

RESOLUTION NO. 2023 - 45

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WORK ORDER CONTRACT WITH THE K COMPANY, INC. THROUGH SOURCEWELL, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE CASSIDY THEATRE MECHANICAL UPGRADES PROJECT, AND DECLARING AN EMERGENCY

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

WHEREAS, the work order contract to complete the Cassidy Theatre Mechanical Upgrades Project from The K Company, Inc. dated June 27, 2023, listed as Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten, was obtained through the National Joint Power Alliance [now known as Sourcewell]; and

WHEREAS, Council may authorize the Agreement through the City’s membership in the National Joint Power Alliance [now known as Sourcewell], 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 enter into a work order contract with The K Company, Inc., 2234 South Arlington Road, Akron, Ohio 44319, and to expend funds in the amount of \$171,501.52, in the form identified as Exhibit “A” attached hereto, and made a part hereof as though fully rewritten, for the Cassidy Theatre Mechanical Upgrades Project.

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 it is necessary to make much needed mechanical updates to the air conditioning system at Cassidy Theatre as soon as possible; 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



Work Order Signature Document

EZIQC Contract No.: OH-R2-HVAC01-102021-TKC

New Work Order

Modify an Existing Work Order

Work Order Number: 117374.00

Work Order Date: 06/27/2023

Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Owner Name: City of Parma Heights - 7308

Contractor Name: The K Company, Inc.

Contact: Pete DiFranco

Contact: Karl Frye

Phone: 216.377.3813

Phone: (330) 773-5125

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No OH-R2-HVAC01-102021-TKC.

Brief Work Order Description:

Replace three roof top mounted condenser units including coils at the air distribution unit. Replace refrigerant and return piping due to R-22 coolant in use currently. Include controls connections. Add disconnects at the units for theater and lobby spaces. Permits and inspections may be required. City work so fees are waived.

Time of Performance

Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$171,501.52

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Karl Frye
 The K Company, Inc.
 2234 S. Arlington Rd
 Akron, OH 44319
 (330) 773-5125

From: Pete DiFranco
 City of Parma Heights
 6281 Pearl Road
 Parma Heights, OH 44130
 216.377.3813

Date Printed: June 27, 2023

Work Order Number: 117374.00

Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Brief Scope: Replace three roof top mounted condenser units including coils at the air distribution unit. Replace refrigerant and return piping due to R-22 coolant in use currently. Include controls connections. Add disconnects at the units for theater and lobby spaces. Permits and inspections may be required. City work so fees are waived.

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

- Recover refrigerant per EPA regulations.
- Remove and dispose of the following:
 1. Three (3) Carrier roof mounted air-cooled condensing units (1-10-Ton, 1-20-Ton and 1-25-Ton).
 2. Three (3) Carrier Evaporator coils (1-10-Ton, 1-20-Ton and 1-25-Ton).
 3. All Associated refrigerant piping.
 4. All Associated refrigerant specialities.
 5. All existing roof mounted pate rails.
- Disconnect the existing high voltage circuit from the condensing units.
- Disconnect the existing low voltage circuit from the condensing units.
- Provide and install new pate rails to fit the footptint of the new units.
- Provide portal plus curbs for the refriferant piping, electric and control wiring.
- Roof in the new pate rails and portal plus curbs.
- Provide all necessary crane and rigging.
- Set new carrier air-cooled condensing units on the new pate rails on the roof.
- Install new evaporator coils into the existing air handlers.
- Provide and install new refrigerant piping, from the new evaporator coils to the new condensing units including new refrigerant specialities.
- Reconnect the existing high voltage electric to the new condensing units, including new disconnects and fuses.
- Reconnect the existing control voltage circuits.
- Evacuate the refrigerant systems and charge with the proper amount of refrigerant.
- Start up and check operation of new equipment.
- Provide end user training.

Detailed Scope of Work Continues..

Work Order Number: 117374.00

Work Order Title: Parma Heights Cassady Theater Condensers Replacement

- Provide closeout documentation.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: June 27, 2023

Re: IQC Master Contract #: OH-R2-HVAC01-102021-TKC
Work Order #: 117374.00
Owner PO #:
Title: Parma Heights Cassady Theater Condensers Replacement
Contractor: The K Company, Inc.
Proposal Value: \$171,501.52

No Category Input **\$171,501.52**

Proposal Total **\$171,501.52**

The Percentage of NPP on this Proposal: **1.51%**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117374.00

Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
No Category Input					
8	01 71 13 00 0008	0044	MOD	For >30 To 60 Miles Radius, Add	\$713.31
				Installation	
				Quantity	
				2.00 x	
				Unit Price	
				294.73 x	
				Factor	
				1.2101 =	
				Total	713.31
9	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$617.15
				Installation	
				Quantity	
				1.00 x	
				Unit Price	
				510.00 x	
				Factor	
				1.2101 =	
				Total	617.15
				For construction debris	
10	05 43 00 00 0003		LF	1-5/8" Wide x 1-5/8" High, 12 Gauge, Steel Unistrut Channel	\$972.92
				Installation	
				Quantity	
				75.00 x	
				Unit Price	
				9.00 x	
				Factor	
				1.2101 =	
				Total	816.82
				Demolition	
				Quantity	
				75.00 x	
				Unit Price	
				1.72 x	
				Factor	
				1.2101 =	
				Total	156.10
				For refrigerant piping	
11	05 43 00 00 0003	0171	MOD	For Powder Coating, Add	\$75.33
				Installation	
				Quantity	
				75.00 x	
				Unit Price	
				0.83 x	
				Factor	
				1.2101 =	
				Total	75.33
12	06 11 16 00 0008		LF	2" x 6" Pressure Treated Wood Rafter	\$186.36
				Installation	
				Quantity	
				50.00 x	
				Unit Price	
				2.31 x	
				Factor	
				1.2101 =	
				Total	139.77
				Demolition	
				Quantity	
				50.00 x	
				Unit Price	
				0.77 x	
				Factor	
				1.2101 =	
				Total	46.59
				Nailers for on top of pate rails	
13	07 01 50 81 0002		SF	Up To 10 SF Roof Repair, Built-Up Roofing	\$4,638.62
				Installation	
				Quantity	
				269.00 x	
				Unit Price	
				14.25 x	
				Factor	
				1.2101 =	
				Total	4,638.62
				For the roofing	
14	07 05 13 00 0003		EA	>1 To 2 SQ, Mobilization Of Crew For Small Quantity Of Roof Work	\$737.91
				Installation	
				Quantity	
				1.00 x	
				Unit Price	
				609.79 x	
				Factor	
				1.2101 =	
				Total	737.91
				For the roofing	
15	07 11 13 00 0006		CSF	Primer And 2 Coats, Fibrous Asphalt Dampproofing, Troweled On	\$1,016.98
				Installation	
				Quantity	
				2.69 x	
				Unit Price	
				312.42 x	
				Factor	
				1.2101 =	
				Total	1,016.98
				For the roofing	
16	07 13 13 00 0003		CSF	2 Ply, 15 LB Asphalt Saturated Organic Felt Sheet Waterproofing, Hot-Mopped	\$1,148.23
				Installation	
				Quantity	
				2.69 x	
				Unit Price	
				277.32 x	
				Factor	
				1.2101 =	
				Total	902.72
				Demolition	
				Quantity	
				2.69 x	
				Unit Price	
				75.42 x	
				Factor	
				1.2101 =	
				Total	245.50
				For the roofing	
17	07 13 13 00 0011		CSF	1/2" Asphalt Coated Protective Board	\$1,266.78
				Installation	
				Quantity	
				2.69 x	
				Unit Price	
				315.65 x	
				Factor	
				1.2101 =	
				Total	1,027.49
				Demolition	
				Quantity	
				2.69 x	
				Unit Price	
				73.51 x	
				Factor	
				1.2101 =	
				Total	239.29
				For the roofing	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117374.00
Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
No Category Input					
18	07 72 13 00 0053		EA	26" x 26" Outside Frame Dimensions, 14" Height, 18 Gauge, Insulated Galvanized Steel, Prefabricated Roof Curb	\$1,777.87
				Quantity Unit Price Factor Total	
			Installation	3.00 x 429.26 x 1.2101 =	1,558.34
			Demolition	3.00 x 60.47 x 1.2101 =	219.52
				Portal plus curb for the refrigerant piping, electric and controls for CU # 1, 2 & 3	
19	22 07 19 00 0342		LF	3/4" I.D. (7/8" O.D.) Diameter Pipe, 1/2" Wall Polyethylene Tubing Flexible Closed Cell Foam Insulation	\$926.82
				Quantity Unit Price Factor Total	
			Installation	90.00 x 5.89 x 1.2101 =	641.47
			Demolition	90.00 x 2.62 x 1.2101 =	285.34
				Suction line insulation for CU # 2	
20	22 07 19 00 0343		LF	1" I.D. (1-1/8" O.D.) Diameter Pipe, 1/2" Wall Polyethylene Tubing Flexible Closed Cell Foam Insulation	\$967.11
				Quantity Unit Price Factor Total	
			Installation	90.00 x 6.20 x 1.2101 =	675.24
			Demolition	90.00 x 2.68 x 1.2101 =	291.88
				Suction line insulation for CU # 3	
21	22 07 19 00 0344		LF	1-1/4" I.D. (1-3/8" O.D.) Diameter Pipe, 1/2" Wall Polyethylene Tubing Flexible Closed Cell Foam Insulation	\$1,666.31
				Quantity Unit Price Factor Total	
			Installation	150.00 x 6.45 x 1.2101 =	1,170.77
			Demolition	150.00 x 2.73 x 1.2101 =	495.54
				Suction line insulation for CU # 1	
22	23 00 00 00 0047		Each	Carrier Hail Guards For Condensing Units # 1, 2 & 3	\$2,592.80
				Quantity Unit Price Factor Total	
			Installation	1.00 x 2,142.63 x 1.2101 =	2,592.80
				Hail Guards for CU # 1, 2 & 3	
23	23 01 60 71 0002		LB	Recovery Of Refrigerant	\$1,040.20
				Quantity Unit Price Factor Total	
			Installation	140.00 x 6.14 x 1.2101 =	1,040.20
				Refrigerant recovery per EPA regulations	
24	23 05 29 00 0329		EA	1/2" Standard Two Hole Pipe Strap, Galvanized Steel (Cooper B-Line B3180)	\$767.78
				Quantity Unit Price Factor Total	
			Installation	44.00 x 10.50 x 1.2101 =	559.07
			Demolition	44.00 x 3.92 x 1.2101 =	208.72
				For refrigerant piping	
25	23 05 29 00 0331		EA	1" Standard Two Hole Pipe Strap, Galvanized Steel (Cooper B-Line B3180)	\$622.28
				Quantity Unit Price Factor Total	
			Installation	32.00 x 11.37 x 1.2101 =	440.28
			Demolition	32.00 x 4.70 x 1.2101 =	182.00
				For refrigerant piping	
26	23 05 29 00 0333		EA	1-1/2" Standard Two Hole Pipe Strap, Galvanized Steel (Cooper B-Line B3180)	\$615.31
				Quantity Unit Price Factor Total	
			Installation	28.00 x 12.67 x 1.2101 =	429.30
			Demolition	28.00 x 5.49 x 1.2101 =	186.02
				For refrigerant piping	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117374.00
Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
No Category Input					
27	23 05 48 13 0007	EA		50 To 500 LB Rated Spring And Rubber Hanger For Vibration Isolation With 3/4" Max Rod Size	\$1,875.27
			Quantity	Unit Price	Factor = Total
		Installation	12.00 x	115.04 x	1.2101 = 1,670.52
		Demolition	12.00 x	14.10 x	1.2101 = 204.75
			For CU # 1, 2 & 3		
28	23 05 93 00 0010	EA		Balancing Constant Volume Air Handling Unit	\$2,097.08
			Quantity	Unit Price	Factor = Total
		Installation	3.00 x	577.66 x	1.2101 = 2,097.08
			Balance air flow after coils are installed into air handler # 1, 2, & 3		
29	23 09 23 11 0719	EA		DPDT Relay Option Relay may be used for control override (e.g. BLRBAC), or to provide dry contacts for alarm annunciation.	\$1,136.25
			Quantity	Unit Price	Factor = Total
		Installation	3.00 x	312.99 x	1.2101 = 1,136.25
			Control relay for CU # 1, 2 & 3		
30	23 23 13 00 0003	EA		3/8" Refrigeration Ball Valve, Sweated	\$197.20
			Quantity	Unit Price	Factor = Total
		Installation	4.00 x	32.91 x	1.2101 = 159.30
		Demolition	4.00 x	7.83 x	1.2101 = 37.90
			Isolation valves for filter driers		
31	23 23 13 00 0005	EA		5/8" Refrigeration Ball Valve, Sweated	\$532.73
			Quantity	Unit Price	Factor = Total
		Installation	8.00 x	47.20 x	1.2101 = 456.93
		Demolition	8.00 x	7.83 x	1.2101 = 75.80
			Isolation valves for filter driers		
32	23 23 13 00 0033	EA		1/2" Solenoid Valve, Refrigeration	\$498.63
			Quantity	Unit Price	Factor = Total
		Installation	2.00 x	198.20 x	1.2101 = 479.68
		Demolition	2.00 x	7.83 x	1.2101 = 18.95
			For CU # 2		
33	23 23 13 00 0034	EA		5/8" Solenoid Valve, Refrigeration	\$1,021.61
			Quantity	Unit Price	Factor = Total
		Installation	4.00 x	203.23 x	1.2101 = 983.71
		Demolition	4.00 x	7.83 x	1.2101 = 37.90
			For CU # 1 & 3		
34	23 23 16 00 0015	LF		3/8" Outside Diameter Type L Drawn, ACR Copper Tubing	\$749.29
			Quantity	Unit Price	Factor = Total
		Installation	90.00 x	4.69 x	1.2101 = 510.78
		Demolition	90.00 x	2.19 x	1.2101 = 238.51
			Refrigerant liquid line piping for CU # 2		
35	23 23 16 00 0017	LF		5/8" Outside Diameter Type L Drawn, ACR Copper Tubing	\$2,237.72
			Quantity	Unit Price	Factor = Total
		Installation	230.00 x	5.85 x	1.2101 = 1,628.19
		Demolition	230.00 x	2.19 x	1.2101 = 609.53
			Liquid line for CU # 1 & 3		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117374.00
Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
No Category Input					
36	23 23 16 00 0019		LF	7/8" Outside Diameter Type L Drawn, ACR Copper Tubing	\$1,391.86
				Installation	
				Demolition	
				Refrigerant Suction piping for CU # 2	
				Quantity	Unit Price
				Factor	Total
				90.00 x	9.25 x
				1.2101 =	1,007.41
				90.00 x	3.53 x
				1.2101 =	384.45
37	23 23 16 00 0020		LF	1-1/8" Outside Diameter Type L Drawn, ACR Copper Tubing	\$1,584.63
				Installation	
				Demolition	
				Refrigerant suction line piping for CU # 3	
				Quantity	Unit Price
				Factor	Total
				90.00 x	11.02 x
				1.2101 =	1,200.18
				90.00 x	3.53 x
				1.2101 =	384.45
38	23 23 16 00 0021		LF	1-3/8" Outside Diameter Type L Drawn, ACR Copper Tubing	\$3,250.93
				Installation	
				Demolition	
				Refrigerant suction line for CU # 1	
				Quantity	Unit Price
				Factor	Total
				150.00 x	13.84 x
				1.2101 =	2,512.17
				150.00 x	4.07 x
				1.2101 =	738.77
39	23 23 16 00 0061		EA	3/8" ACR Wrought Copper Coupling	\$81.06
				Installation	
				Demolition	
				Fittings for refrigerant piping	
				Quantity	Unit Price
				Factor	Total
				3.00 x	13.87 x
				1.2101 =	50.35
				3.00 x	8.46 x
				1.2101 =	30.71
40	23 23 16 00 0063		EA	5/8" ACR Wrought Copper Coupling	\$284.25
				Installation	
				Demolition	
				Fittings for refrigerant piping	
				Quantity	Unit Price
				Factor	Total
				10.00 x	14.64 x
				1.2101 =	177.16
				10.00 x	8.85 x
				1.2101 =	107.09
41	23 23 16 00 0065		EA	7/8" ACR Wrought Copper Coupling	\$118.53
				Installation	
				Demolition	
				Fittings for refrigerant piping	
				Quantity	Unit Price
				Factor	Total
				3.00 x	20.66 x
				1.2101 =	75.00
				3.00 x	11.99 x
				1.2101 =	43.53
42	23 23 16 00 0066		EA	1-1/8" ACR Wrought Copper Coupling	\$154.58
				Installation	
				Demolition	
				Fittings for refrigerant piping	
				Quantity	Unit Price
				Factor	Total
				3.00 x	27.69 x
				1.2101 =	100.52
				3.00 x	14.89 x
				1.2101 =	54.06
43	23 23 16 00 0067		EA	1-3/8" ACR Wrought Copper Coupling	\$438.61
				Installation	
				Demolition	
				Fittings for refrigerant piping	
				Quantity	Unit Price
				Factor	Total
				6.00 x	40.03 x
				1.2101 =	290.64
				6.00 x	20.38 x
				1.2101 =	147.97
44	23 23 16 00 0089		EA	3/8" ACR Wrought Copper Long Radius 90 Degree Elbow	\$410.08
				Installation	
				Demolition	
				Fittings for refrigerant piping	
				Quantity	Unit Price
				Factor	Total
				12.00 x	19.78 x
				1.2101 =	287.23
				12.00 x	8.46 x
				1.2101 =	122.85

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117374.00
Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
No Category Input					
45	23 23 16 00 0091	EA		5/8" ACR Wrought Copper Long Radius 90 Degree Elbow	\$878.53
			Quantity	Unit Price	Factor = Total
		Installation	24.00 x	21.40 x	1.2101 = 621.51
		Demolition	24.00 x	8.85 x	1.2101 = 257.03
		Fittings for refrigerant piping			
46	23 23 16 00 0093	EA		7/8" ACR Wrought Copper Long Radius 90 Degree Elbow	\$586.80
			Quantity	Unit Price	Factor = Total
		Installation	12.00 x	28.42 x	1.2101 = 412.69
		Demolition	12.00 x	11.99 x	1.2101 = 174.11
		Fittings for refrigerant piping			
47	23 23 16 00 0094	EA		1-1/8" ACR Wrought Copper Long Radius 90 Degree Elbow	\$784.44
			Quantity	Unit Price	Factor = Total
		Installation	12.00 x	39.13 x	1.2101 = 568.21
		Demolition	12.00 x	14.89 x	1.2101 = 216.22
		Fittings for refrigerant piping			
48	23 23 16 00 0095	EA		1-3/8" ACR Wrought Copper Long Radius 90 Degree Elbow	\$1,136.43
			Quantity	Unit Price	Factor = Total
		Installation	12.00 x	57.88 x	1.2101 = 840.49
		Demolition	12.00 x	20.38 x	1.2101 = 295.94
		Fittings for refrigerant piping			
49	23 23 16 00 0151	EA		3/8" Outside Diameter Sight Glass With Moisture And Liquid Indicator, Solder Connection	\$151.36
			Quantity	Unit Price	Factor = Total
		Installation	2.00 x	49.54 x	1.2101 = 119.90
		Demolition	2.00 x	13.00 x	1.2101 = 31.46
		Sight glass for CU # 2			
50	23 23 16 00 0153	EA		5/8" Outside Diameter Sight Glass With Moisture And Liquid Indicator, Solder Connection	\$405.67
			Quantity	Unit Price	Factor = Total
		Installation	4.00 x	65.76 x	1.2101 = 318.30
		Demolition	4.00 x	18.05 x	1.2101 = 87.37
		New sight glasses for CU # 1 & 3			
51	23 23 16 00 0161	EA		5/8" Outside Diameter Replaceable Core Type Filter Drier, Solder Connections	\$1,842.74
			Quantity	Unit Price	Factor = Total
		Installation	4.00 x	374.20 x	1.2101 = 1,811.28
		Demolition	4.00 x	6.50 x	1.2101 = 31.46
		For CU # 1 & 3			
52	23 23 16 00 0171	EA		3/8" Outside Diameter, 1/2 To 2 Ton, Sealed In-Line Filter Drier, Solder Connections	\$197.92
			Quantity	Unit Price	Factor = Total
		Installation	2.00 x	75.28 x	1.2101 = 182.19
		Demolition	2.00 x	6.50 x	1.2101 = 15.73
		For CU # 2			
53	23 23 16 00 0200	EA		1/2" In x 7/8" Out, 4 To 5 Ton, Thermostatic Expansion Valve	\$562.26
			Quantity	Unit Price	Factor = Total
		Installation	2.00 x	225.10 x	1.2101 = 544.79
		Demolition	2.00 x	7.22 x	1.2101 = 17.47
		For CU # 2			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117374.00
Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Sect.	Item	Modifier	UOM	Description	Line Total						
Labor	Equip.	Material	(Excluded if marked with an X)								
No Category Input											
54	23 23 16 00 0202		EA	7/8" In x 1-1/8" Out, 7 To 12 Ton, Thermostatic Expansion Valve	\$2,245.22						
				Quantity	Unit Price	Factor	=	Total			
				Installation	4.00	x	455.91	x	1.2101	=	2,206.79
				Demolition	4.00	x	7.94	x	1.2101	=	38.43
				For CU # 1 & 3							
55	23 23 23 00 0008		LB	R-410A Refrigerant	\$1,907.60						
				Quantity	Unit Price	Factor	=	Total			
				Installation	140.00	x	11.26	x	1.2101	=	1,907.60
				Refrigerant for new units							
56	23 31 13 13 0003		LB	2" WG And Less (Class C), Rectangular Or Square, Galvanized Steel Sheet Metal Ductwork	\$1,357.86						
				Quantity	Unit Price	Factor	=	Total			
				Installation	115.92	x	7.77	x	1.2101	=	1,089.94
				Demolition	115.92	x	1.91	x	1.2101	=	267.92
				Cap for over the Nailer on the pate rails Also, sheet metal for angles, support and drain pan adaption for new coils.							
57	23 31 13 13 0003 0184		MOD	For Up To 200, Add	\$406.80						
				Quantity	Unit Price	Factor	=	Total			
				Installation	115.92	x	2.90	x	1.2101	=	406.80
58	23 31 13 23 0005		LB	Black Steel Ductwork	\$10,995.99						
				Quantity	Unit Price	Factor	=	Total			
				Installation	464.80	x	13.21	x	1.2101	=	7,430.02
				Demolition	464.80	x	6.34	x	1.2101	=	3,565.96
				Welded duct for new pate rails. 175 sq. ft. of 16 gauge duct @ 2.656 lb./sq ft = 464.80 lbs.							
59	23 63 13 00 0004		EA	10 Ton Air Cooled Condensing Unit With Compressor, Condenser, Fan And Motor	\$8,361.21						
				Quantity	Unit Price	Factor	=	Total			
				Installation	1.00	x	6,176.62	x	1.2101	=	7,474.33
				Demolition	1.00	x	732.90	x	1.2101	=	886.88
				New condensing unit # 2							
60	23 63 13 00 0007		EA	20 Ton Air Cooled Condensing Unit With Compressor, Condenser, Fan And Motor	\$15,317.45						
				Quantity	Unit Price	Factor	=	Total			
				Installation	1.00	x	11,704.86	x	1.2101	=	14,164.05
				Demolition	1.00	x	953.14	x	1.2101	=	1,153.39
				New Condensing unit # 3							
61	23 63 13 00 0008		EA	25 Ton Air Cooled Condensing Unit With Compressor, Condenser, Fan And Motor	\$17,349.54						
				Quantity	Unit Price	Factor	=	Total			
				Installation	1.00	x	13,311.93	x	1.2101	=	16,108.77
				Demolition	1.00	x	1,025.35	x	1.2101	=	1,240.78
				New Condensing unit # 1							
62	23 82 16 13 0020		EA	30" x 48" Direct Expansion Cooling Coil, 4 Rows Flanged Construction, 16 Gauge Galvanized Steel Casing	\$3,704.73						
				Quantity	Unit Price	Factor	=	Total			
				Installation	1.00	x	2,704.96	x	1.2101	=	3,273.27
				Demolition	1.00	x	356.55	x	1.2101	=	431.46
				For Air Handler # 2							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117374.00
Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
No Category Input					
63	23 82 16 13 0020	0535	MOD	For 12 Fins Per Inch, Add	\$120.56
			Installation	Quantity 1.00 x	Unit Price 99.63 x
				Factor = 1.2101	Total 120.56
64	23 82 16 13 0021		EA	30" x 60" Direct Expansion Cooling Coil, 4 Rows Flanged Construction, 16 Gauge Galvanized Steel Casing	\$4,430.45
			Installation	Quantity 1.00 x	Unit Price 3,225.54 x
				Factor = 1.2101	Total 3,903.23
			Demolition	Quantity 1.00 x	Unit Price 435.69 x
				Factor = 1.2101	Total 527.23
				For Air Handler # 3	
65	23 82 16 13 0021	0535	MOD	For 12 Fins Per Inch, Add	\$142.48
			Installation	Quantity 1.00 x	Unit Price 117.74 x
				Factor = 1.2101	Total 142.48
66	23 82 16 13 0026		EA	34" x 72" Direct Expansion Cooling Coil, 4 Rows Flanged Construction, 16 Gauge Galvanized Steel Casing	\$6,120.47
			Installation	Quantity 1.00 x	Unit Price 4,363.14 x
				Factor = 1.2101	Total 5,279.84
			Demolition	Quantity 1.00 x	Unit Price 694.68 x
				Factor = 1.2101	Total 840.63
				For Air Handler # 1	
67	23 82 16 13 0026	0535	MOD	For 12 Fins Per Inch, Add	\$179.93
			Installation	Quantity 1.00 x	Unit Price 148.69 x
				Factor = 1.2101	Total 179.93
68	26 01 20 91 0003		EA	Lock Out/Tag Out Breaker Or Motor StarterExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).	\$181.66
			Installation	Quantity 6.00 x	Unit Price 25.02 x
				Factor = 1.2101	Total 181.66
				For AHU 1, 2 & 3 as well as CU 1, 2 & 3	
69	26 01 20 91 0004		EA	Lock Out/Tag Out Padlock Device	\$50.46
			Installation	Quantity 6.00 x	Unit Price 6.95 x
				Factor = 1.2101	Total 50.46
				For AHU 1, 2 & 3 as well as CU 1, 2 & 3	
70	26 01 20 91 0005		EA	Lock Out/Tag Out Tags	\$18.08
			Installation	Quantity 6.00 x	Unit Price 2.49 x
				Factor = 1.2101	Total 18.08
				For AHU 1, 2 & 3 as well as CU 1, 2 & 3	
71	26 05 19 16 0450		MLF	5 Conductor #18 AWG, Stranded, Type TC Control Cable	\$222.42
			Installation	Quantity 0.12 x	Unit Price 1,101.04 x
				Factor = 1.2101	Total 159.88
			Demolition	Quantity 0.12 x	Unit Price 430.68 x
				Factor = 1.2101	Total 62.54
				Control wiring	
72	26 05 26 00 0022		MLF	8 AWG Copper Insulated Single Stranded Conductor	\$228.54
			Installation	Quantity 0.12 x	Unit Price 1,393.21 x
				Factor = 1.2101	Total 202.31
			Demolition	Quantity 0.12 x	Unit Price 180.63 x
				Factor = 1.2101	Total 26.23
				For CU # 2	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117374.00
Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Sect.	Item	Modifier	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
No Category Input								
73	26 05 26 00 0025		MLF	2 AWG Copper Insulated Single Stranded Conductor				\$505.91
				Quantity	Unit Price	Factor	Total	
			Installation	0.12 x	3,170.83 x	1.2101 =	460.44	
			Demolition	0.12 x	313.08 x	1.2101 =	45.46	
			For CU # 3					
74	26 05 26 00 0027		MLF	1/0 AWG Copper Insulated Single Stranded Conductor				\$777.97
				Quantity	Unit Price	Factor	Total	
			Installation	0.12 x	4,809.61 x	1.2101 =	698.41	
			Demolition	0.12 x	547.90 x	1.2101 =	79.56	
			For CU # 1					
75	26 05 33 13 2284		LF	3/4" Flexible Liquid Tight Metallic Conduit				\$494.69
				Quantity	Unit Price	Factor	Total	
			Installation	80.00 x	4.10 x	1.2101 =	396.91	
			Demolition	80.00 x	1.01 x	1.2101 =	97.78	
			For high and low voltage electric					
76	26 05 33 13 2285		LF	1" Flexible Liquid Tight Metallic Conduit				\$143.03
				Quantity	Unit Price	Factor	Total	
			Installation	20.00 x	4.90 x	1.2101 =	118.59	
			Demolition	20.00 x	1.01 x	1.2101 =	24.44	
			For high and low voltage electric					
77	26 05 33 13 2286		LF	1-1/4" Flexible Liquid Tight Metallic Conduit				\$185.39
				Quantity	Unit Price	Factor	Total	
			Installation	20.00 x	6.39 x	1.2101 =	154.65	
			Demolition	20.00 x	1.27 x	1.2101 =	30.74	
			For high and low voltage electric					
78	26 05 33 13 2288		LF	2" Flexible Liquid Tight Metallic Conduit				\$313.90
				Quantity	Unit Price	Factor	Total	
			Installation	20.00 x	10.94 x	1.2101 =	264.77	
			Demolition	20.00 x	2.03 x	1.2101 =	49.13	
			For high and low voltage electric					
79	26 05 33 13 2295		EA	3/4" Straight Liquid Tight Connector				\$292.84
				Quantity	Unit Price	Factor	Total	
			Installation	20.00 x	9.82 x	1.2101 =	237.66	
			Demolition	20.00 x	2.28 x	1.2101 =	55.18	
			For high and low voltage electric					
80	26 05 33 13 2296		EA	1" Straight Liquid Tight Connector				\$98.14
				Quantity	Unit Price	Factor	Total	
			Installation	5.00 x	13.69 x	1.2101 =	82.83	
			Demolition	5.00 x	2.53 x	1.2101 =	15.31	
			For high and low voltage electric					
81	26 05 33 13 2297		EA	1-1/4" Straight Liquid Tight Connector				\$126.27
				Quantity	Unit Price	Factor	Total	
			Installation	5.00 x	18.09 x	1.2101 =	109.45	
			Demolition	5.00 x	2.78 x	1.2101 =	16.82	
			For high and low voltage electric					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117374.00
Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
No Category Input					
82	26 05 33 13 2299		EA	2" Straight Liquid Tight Connector	\$221.39
				Quantity	Unit Price
				Factor	Total
				5.00 x	33.04 x 1.2101 = 199.91
				5.00 x	3.55 x 1.2101 = 21.48
				For high and low voltage electric	
83	26 05 83 00 0151		EA	10 HP AC Motor Three Phase, 230 Volt Motor/Equipment, Connection, Termination And Rotation Testing	\$187.35
				Quantity	Unit Price
				Factor	Total
				1.00 x	111.51 x 1.2101 = 134.94
				1.00 x	43.31 x 1.2101 = 52.41
				For CU # 2	
84	26 05 83 00 0153		EA	20 HP AC Motor Three Phase, 230 Volt Motor/Equipment, Connection, Termination And Rotation Testing	\$241.33
				Quantity	Unit Price
				Factor	Total
				1.00 x	147.46 x 1.2101 = 178.44
				1.00 x	51.97 x 1.2101 = 62.89
				For CU # 3	
85	26 05 83 00 0154		EA	25 HP AC Motor Three Phase, 230 Volt Motor/Equipment, Connection, Termination And Rotation Testing	\$248.28
				Quantity	Unit Price
				Factor	Total
				1.00 x	153.20 x 1.2101 = 185.39
				1.00 x	51.97 x 1.2101 = 62.89
				For CU # 1	
86	26 27 16 00 0169		EA	12" x 12" x 4" Screw Cover, Galvanized Cast Iron NEMA 3 Enclosure	\$7,701.97
				Quantity	Unit Price
				Factor	Total
				6.00 x	991.49 x 1.2101 = 7,198.81
				6.00 x	69.30 x 1.2101 = 503.16
				Junction boxes for high voltage electric	
87	26 28 13 00 0028		EA	50 Amperes, 250 Volt AC, 200 kAmp I.R., Ferrule Type, Class RK1, Time Delay Fuse	\$125.79
				Quantity	Unit Price
				Factor	Total
				3.00 x	29.66 x 1.2101 = 107.67
				3.00 x	4.99 x 1.2101 = 18.12
				For CU # 2	
88	26 28 13 00 0034		EA	100 Amperes, 250 Volt AC, 200 kAmp I.R., BladeType, Class RK1, Time Delay Fuse	\$219.78
				Quantity	Unit Price
				Factor	Total
				3.00 x	54.31 x 1.2101 = 197.16
				3.00 x	6.23 x 1.2101 = 22.62
				For CU # 3	
89	26 28 13 00 0037		EA	150 Amperes, 250 Volt AC, 200 kAmp I.R., BladeType, Class RK1, Time Delay Fuse	\$407.03
				Quantity	Unit Price
				Factor	Total
				3.00 x	105.26 x 1.2101 = 382.13
				3.00 x	6.86 x 1.2101 = 24.90
				For CU # 1	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117374.00
Work Order Title: Parma Heights Cassady Theater Condensers Replacement

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

No Category Input

90	26 28 16 16 0190		EA	60 Amperes, 240 Volt Class, 3 Phase, 4 Wire, 3 Blades And Fuseholders, Heavy Duty Fusible, NEMA 3R Enclosure, Neutral Kit, Bolt-On Hubs, Safety Switch	\$1,378.84			
				Quantity	Unit Price	Factor	=	Total
			Installation	1.00	x 969.66	x	1.2101	= 1,173.39
			Demolition	1.00	x 169.78	x	1.2101	= 205.45
			For CU # 2					
91	26 28 16 16 0191		EA	100 Amperes, 240 Volt Class, 3 Phase, 4 Wire, 3 Blades And Fuseholders, Heavy Duty Fusible, NEMA 3R Enclosure, Neutral Kit, Bolt-On Hubs, Safety Switch	\$1,774.88			
				Quantity	Unit Price	Factor	=	Total
			Installation	1.00	x 1,280.31	x	1.2101	= 1,549.30
			Demolition	1.00	x 186.41	x	1.2101	= 225.57
			For CU # 3					
92	26 28 16 16 0192		EA	200 Amperes, 240 Volt Class, 3 Phase, 4 Wire, 3 Blades And Fuseholders, Heavy Duty Fusible, NEMA 3R Enclosure, Neutral Kit, Bolt-On Hubs, Safety Switch	\$2,536.70			
				Quantity	Unit Price	Factor	=	Total
			Installation	1.00	x 1,807.65	x	1.2101	= 2,187.44
			Demolition	1.00	x 288.62	x	1.2101	= 349.26
			For CU # 1					

Subtotal for No Category Input **\$171,501.52**

Proposal Total **\$171,501.52**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **1.51%**



COMMERCIAL • RESIDENTIAL • HEATING • AIR CONDITIONING

June 26, 2023

To: Jonathan Schlesselman
The Gordian Group

Re: NPP Justification for Project number 117374.00 the Cassidy Theater located in Parma HTS., OH.

Jonathan:

Let this letter serve as Justification for the NPP items used on Project number 117374.00 the Cassidy Theater located in Parma HTS., OH.

NPP item number 23-00-00-00-00047 was used since the hail guards for the Carrier Air-Cooled Condensing units are not found in the Construction Task Catalog.

Additionally, we are only submitting one supplier quote because the hail guards are only sold by Carrier.

Contact us if you have questions or need further information.

Thank you,

A handwritten signature in black ink, appearing to read 'Karl Frye', is written over a faint, light-colored signature line.

Karl Frye
The K Company, Inc.

2234 South Arlington Road, Akron, OH 44319

PHONE: 330-773-5125 ● FAX: 330-773-2962 ● OFFICE HOURS: Monday - Friday, 7:30 a.m. - 5 p.m.



CARRIER-DSO-CLEVELAND
 9800 Rockside Rd Suite 1100
 Valley View, OH 44125
 (P) (216) 927-1000

Proposal

Project Name: Cassidy Theater - Parma HTS. OH. **Bid Date:** 06/03/2023
Location: Karl Frye – K Company **Expiration Date:** 07/03/2023
Attention: **Proposal Number:** MQUI1398

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty	Model Number	Description	Unit Sell	Total Sell
	3	CALVHLGD009A00	ACC LVD HAIL GD CAS/CHS240/241 Hail Guard	\$714.21	\$2,142.63

Pricing

Total Price for items as listed above (excluding taxes)\$2,142.63

Please note the following clarifications in this proposal:

- Note:
- 1st year parts only warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified otherwise in this proposal.
- The following items are NOT included with the equipment identified above:
- Installation, rigging, carting.
- Equipment base/pad and anchor bolts.
- Any piping or accessories except as noted elsewhere in this proposal.
- Electrical work including power and control wiring except as noted elsewhere in this proposal.
- All instrumentation mounted in field piping.
- SPECIAL NOTES:
- Above price is firm and will remain in effect for 30 days.
- No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
- Compliance to local codes neither guaranteed nor implied.
- All orders subject to credit acceptance by Carrier Management.
- Equipment is manufactured under strict Carrier Corporation manufacturing standards and in compliance with the National Electric Code.
- Carrier does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.
- Holiday or weekend work required on Carrier start-ups is not included in the above proposal unless otherwise noted.
- Any work or material furnished at Carrier's expense, must have written authorization and approval from Carrier prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.
- In the event this quotation is in support, either directly or indirectly, of a U.S. Government funded procurement (either partially or fully), please note that Carrier's quotation and any subsequent award shall be contingent upon the acceptance of Item
- U.S. Government Procurements as noted herein under CARRIER CORPORATION TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

MIKE QUINN
 CARRIER-DSO-CLEVELAND
 mike.quinn@carrier.com

RESOLUTION NO. 2023 - 46

**A RESOLUTION ASSESSING THE COST OF ABATING A CERTAIN NUISANCE,
AND DECLARING AN EMERGENCY**

WHEREAS, in compliance with Section 701.05 of the Ohio Revised Code and Chapters 634 and 678 of the Parma Heights Codified Ordinances, property maintenance nuisances, including noxious weeds, litter, and other nuisance conditions, after proper notification to the property owners, were abated.

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

Section 1: This Council finds that the Director of Public Service has abated certain nuisances after notifying the owner of each property on which said nuisance originated, and has reported the cost of such abatement, all in the manner provided by law, to the Director of Finance in the sums set forth in Exhibit “A”, which are attached hereto and incorporated by reference.

Section 2: The amount set forth in Exhibit “A” is assessed upon the property listed, and said assessment shall be certified upon the 2023 tax duplicate in the same manner as general taxes.

Section 3: The Clerk of Council is directed to submit a certified copy of this Resolution to the Cuyahoga County Fiscal Office so that expenses charged to the owner shall be collected as other taxes in the manner provided by law.

Section 4: 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 5: 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 that immediate assessment is required to obtain prompt payment; wherefore, this Resolution shall go into effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

Property Maintenance Detail Report

8/8/2023

Parcel Number	Address	Street Name	Work Description	Fee Cost
473-24-012	6929	West 130th St.	Property Maintenance	\$150.00
473-14-025	6699	West 130th St.	Property Maintenance	\$300.00
473-30-020	6877	Beresford Ave.	Property Maintenance	\$150.00
472-29-004	6430	Olde York Rd.	Property Maintenance	\$300.00
472-22-039	6632	Commonwealth Blvd.	Property Maintenance	\$150.00
472-15-058	6412	Springwood Rd.	Property Maintenance	\$300.00
471-20-023	10364	Notabene Dr.	Property Maintenance	\$300.00
472-19-033	6542	Denison Blvd.	Property Maintenance	\$150.00
472-18-009	6534	Aylesworth Dr.	Property Maintenance	\$150.00
472-19-044	9635	Newkirk Dr.	Property Maintenance	\$150.00
471-02-015	11181	Snow Rd.	Property Maintenance	\$150.00
474-07-026	11044	Woodview Blvd.	Property Maintenance	\$150.00
474-05-037	11995	Woodview Blvd.	Property Maintenance	\$150.00
473-32-090	6781	Oakwood Rd.	Property Maintenance	\$150.00
473-32-023	11517	Appleton Dr.	Property Maintenance	\$350.00
472-14-061	6420	Denison Blvd.	Property Maintenance	\$150.00

ORDINANCE NO. 2023 - 47

AN ORDINANCE AMENDING SECTION 965.11 ENTITLED “SOLID WASTE COLLECTION FEE” OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the collection and disposal of garbage and refuse in the City is a matter which affects the public health, welfare and safety of all City residents; and

WHEREAS, the City of Parma Heights wishes to maintain the highest level of public services to City residents; and

WHEREAS, the Ohio Revised Code Section 701.05 and Chapter 965 of the Codified Ordinances permit the assessment for the Solid Waste Fee Collection; and

WHEREAS, Codified Ordinances Section 965.11 (a) provides that the Council establish a rate for solid waste collection and disposal; and

WHEREAS, the Finance Director has determined the applicable monthly rate for collections and disposal services occurring in 2024 at \$17.77 per residence and \$16.77 for qualified residents with a Homestead Exemption; which rate is to be levied on the 2023 property tax duplicate, for collection in 2024; and

WHEREAS, the Council and Mayor are desirous of amending Section 965.11 of the Codified Ordinances, entitled Solid Waste Collection Fee, to certify to the County Fiscal Officer the costs due to the City for waste collection fees.

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 965.11 of the Codified Ordinances shall be 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: Section 965.11 of the Codified Ordinances as it has heretofore existed is hereby repealed effective immediately.

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 Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that waste collection fees are necessary for the usual daily operation of the

municipality; 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

965.11 SOLID WASTE COLLECTION FEE.

(a) For solid waste collection and disposal, the City shall charge to each residential dwelling within the municipality a monthly rate to be paid by the owner of said property. Such rate shall be seventeen dollars and seventy-seven cents (\$17.77) per month per residence and sixteen dollars and seventy-seven cents (\$16.77) per month for qualified residents with Homestead Exemption for collection and disposal services occurring in ~~2023~~ 2024; which rate is to be levied on the ~~2022~~ 2023 property tax duplicate for collection in ~~2023~~ 2024. The Council shall review the monthly rate to be paid by the owner(s) of a residential dwelling within the municipality on a yearly basis to determine the necessity and amount of fee for the ensuing year.

(b) A residential dwelling is defined as a dwelling within the corporate limits of the municipality occupied by a person or group of persons, and multiple dwelling units where units have private means of egress.

(c) It is a determination of this Council to proceed with the assessing for the cost and expense of waste collection within the City in accordance with R.C. § 701.05 and this section, upon the residential properties, as defined in paragraph (b) herein, in the City of Parma Heights on file in the Office of the County Fiscal Officer for the ~~2022~~ 2023 tax duplicate and collection in the year ~~2023~~ 2024.

(d) The waste collection fee so assessed through the residential tax duplicate shall be reimbursed to the City by the County Fiscal Officer; and shall be credited to the General Fund of the City of Parma Heights.

(e) The Finance Director is authorized and directed to send to the Office of the County Fiscal Officer certified copies of this section in such numbers as are required.

(Ord. 2010-5. Passed 3-30-10; Ord. 2010-22. Passed 10-12-10; Ord. 2011-28. Passed 9-6-11; Ord. 2012-30. Passed 6-25-12; Ord. 2013-35. Passed 8-19-13; Ord. 2014-19. Passed 8-11-14; Ord. 2015-30. Passed 8-24-15; Ord. 2016-18. Passed 8-8-16; Ord. 2017-14. Passed 8-7-17; Ord. 2018-41. Passed 8-1-18; Ord. 2019-31. Passed 8-26-19; Ord. 2020-19. Passed 8-3-20; Ord. 2021-25. Passed 8-9-21; Ord. 2022-21. Passed 6-27-22.)

ORDINANCE NO. 2023 – 48

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE PARMA CITY SCHOOL DISTRICT FOR THE IMPLEMENTATION OF A SCHOOL RESOURCE OFFICER AT VALLEY FORGE HIGH SCHOOL, AND DECLARING AN EMERGENCY

WHEREAS, a School Resource Officer (SRO) is a valuable asset to the Parma City School District by providing the first line of defense against violence; and

WHEREAS, SROs help ensure a peaceful environment for teaching and learning; and

WHEREAS, SROs are positive role models and mentor students; and

WHEREAS, presence of an SRO is a powerful element in preventing violence.

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 with the Parma City School District for the implementation of a School Resource Officer at Valley Forge High School, in the form as identified as Exhibit “A” attached hereto, and made a part hereof as though fully rewritten.

Section 2: That the Administration is hereby authorized to execute said Agreement and to take such action and to execute such other documents and amendments thereto as may be necessary as approved by the Law Director.

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

Section 4: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to enter into this Agreement by the start of the 2023-2024 school year; 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

School Resource Officer Agreement between the Parma City School District Board of Education and the City of Parma Heights Police Department

This Agreement for the Provisions of Service (the “Agreement”) dated _____, is between the Parma City School District (“District”) and the City of Parma Heights Police Department (“Parma Heights PD”) (collectively referred to as the “Parties”).

Whereas, the Parties agree that a Student Resource Officer (“SRO”) will be a significant benefit to the safety and security of the students, faculty, and the rest of the community at the Parma Heights Valley Forge High School campus.

Whereas, The District wishes to maintain a uniformed peace officer presence on the high school campus during all school days and at other school events as may be requested by the District in advance of such event.

Whereas, the Parma Heights PD will provide the District with a sworn, full-time, and uniformed peace officer at Valley Forge High School beginning September 5, 2023 through June 14, 2024.

Now, therefore, in the consideration of the mutual promises outlined below, the Parties agree as follows:

I. Term of Agreement and Termination

The initial term of this Agreement shall be September 5, 2023 through June 14, 2024. Thereafter, this Agreement will continue school year to school year (August through June), unless and until, either party provides thirty (30) calendar days prior written notice of termination of this Agreement. School Year is defined as when all students are in attendance from August through June as set forth in the School Board approved calendar for any given School Year, plus any such days and events as agreed to in advance by the parties. The District Superintendent or designee shall meet with a representative from Parma Heights PD prior to the commencement of this Agreement and each School Year to develop a mutually agreeable full-time calendar for the SRO to perform shared services at Valley Forge High School. The agreed upon calendar shall be printed and a copy delivered to the assigned SRO, the District, and Parma Heights PD.

Either party may terminate this Agreement upon 30 days written notice, or the parties may agree in writing to a different termination date.

In the event of early termination, the District shall be responsible only for paying the City for any unpaid days worked by the SRO. In the event that this Agreement is terminated early and the District has prepaid for services, Parma Heights PD agrees to reimburse the District any such amounts.

II. Provisions of the School Resource Officer

Parma Heights PD shall assign a sworn, uniformed Parma Heights Police Officer to serve as a SRO for regular, full-time duty at the above listed Parma City School campus throughout each school year of this Agreement (each school calendar year and regular school hours are set by the District administration). The SRO shall possess a minimum of two years of law enforcement experience and have proven positive performance as reflected by prior performance evaluations.

The Chief of Police will assign the SRO to the Parma City School campus on a full-time basis throughout each school year. Pursuant to this contract, the SRO will be assigned to the schools from 185 days: 180 school days and 5 Professional Development days. The SRO will not be stationed at the school when school is not in session. It is understood by the SRO that vacations will be scheduled by the SRO to occur outside of the school year and/or during regularly scheduled school breaks, unless pre-approved by the Superintendent. Parma Heights PD shall provide the District with a substitute if the SRO is on vacation or absent. Parma Heights PD intends to have a back-up SRO so the District will not be without an SRO, absent extenuating circumstances.

III. Objectives, Duties, and Responsibilities of the SRO for the District Valley Forge High School Campus

A. Objectives of SRO

The District wishes to maintain a uniformed peace officer presence at Valley Forge High School during all school days and at other school events as may be requested by the District to Parma Heights PD in advance of such events; foster a SRO program that builds positive relationships between law enforcement, school staff, and the students; promotes a safe and positive learning environment; and decrease the number of youth formally referred to the juvenile justice system.

B. Duties and Responsibilities of SRO

The SRO shall exhibit a sincere concern for the entire school community, staff, students, and faculty. Because of the daily and immediate contact with the student body and staff, the SRO must be able to exhibit a proactive attitude of respect for students.

1. The SRO shall be visible and accessible in hallways, classrooms, cafeteria, gym, and other student-centered areas, interact and talk with students throughout the school day. Absent an emergency or other

training obligation, the SRO is expected to spend the majority of each day in these student-centered areas to ensure ample time for interaction with students.

2. The SRO shall be cognizant of student behavior patterns and attitudes that may give clues of an impending situation that could be potentially dangerous. Promptly notify the proper school staff or administrative team and be ready, if necessary, to intervene.
3. The role of the SRO is not to be a disciplinarian. Refer all complaints, misconduct, or infractions of School District policy, including but not limited to sexual harassment, bullying, and physical altercations to the school administrative staff immediately.
4. The District understands that the SRO will immediately report suspected criminal conduct to his supervisors in the police department for further action/investigation, if necessary.
5. Emergencies. The District understands that Parma Heights PD may need to recall and re-assign the SRO temporarily to other law enforcement responsibilities in the event of an emergency requiring the SRO's presence.

C. Supervision and Chain of Command for the SRO

1. Employment: The SRO is at all times an employee solely of the City of Parma Heights Police Department; subject to Parma Heights PD's control and supervision. The SRO will be subject to current policy and procedures in effect for the position through the Parma Heights Police Department, including attendance at authorized trainings. It is understood that the SRO has no rights under the District's employment, retirement, or personnel rules.
2. Supervision: Responsibility for the SRO's conduct, both personally and professionally, will remain with the Parma Heights Police Department at all times. The SRO will be under the direct supervision of the Parma Heights Police Department, subject to the Police Department chain of command, at all times. In order to resolve any day-to-day operational concerns that may arise, the SRO and District administration shall meet on a regular basis to discuss current issues, SRO duties, and responsibilities. Should these meetings fail to resolve an issue, the SRO and District administrators may, at any time, report any issues of concern to the SRO's Parma Heights Police Department supervisor or Chief of Police.
3. Training: The Parma Heights Police Department shall provide all appropriate training for the SRO prior to and in conjunction with the completion of the SRO's duties. The District understands that the SRO will be required to attend periodic departmental training. In addition to the Parma Heights Police Department provided training, the District may require, at the District's cost, the SRO to participate in training on or off-site relevant to the SRO's role and responsibilities in the District during the contract year on days in which students are not in attendance or as otherwise mutually agreed upon between the SRO and the District

administration. The parties agree that the SRO is subject to all training requirements pursuant to Ohio Revised Code 3313.951(B)(1)(b).

4. Protocol for Handling Suspected Criminal Activity and School Discipline.

- i. The administration of student discipline, including student code of conduct violations and student behavior, is the responsibility of District administrators, unless the violation or misbehavior involves criminal conduct.
- ii. The SRO is generally not involved in investigating school rule violations unless the violation or misbehavior involves criminal conduct.
- iii. The SRO will not respond to or be responsible for requests to resolve routine disciplinary problems involving the students.
- iv. The SRO shall nonetheless report any violations of school discipline policies and practices to an appropriate District administrator.
- v. The SRO must differentiate between school disciplinary issues and potential criminal actions and respond appropriately.
- vi. The SRO shall not use a physical restraint device, such as handcuffs, on a student unless the student is being placed under arrest for referral to the criminal justice system and/or the student poses a serious risk of harm to him/herself or others.

5. Requirement for Coordinated Crisis Planning/Updating of School Crisis Plans. The District Superintendent and/or designee and the Parma Heights PD and the SRO shall meet in person on at least one occasion each School Year to review, discuss, evaluate, and propose revisions to any and all aspects of the District's current school safety and school crisis plans. The outcome of such meetings shall be memorialized for review at subsequent meetings aimed at coordinated crisis planning. Parma Heights PD, its designee, or SRO will make any policies or procedures for the District.

D. Selection Process of SRO

1. Vacancies. Whenever a SRO position is open, the Chief of Police will notify officers of the Parma Heights Police Department of the SRO program details. Police Officers may indicate their interest in serving as SRO in a manner prescribed by the Chief of Police.
2. Selection. The Chief of Police and/or the Chief's designee(s) and the Parma City School District administrative team and/or their designees (collectively referred to as the "Evaluation Team") shall interview the candidates for the SRO position. In the event that more than three officers apply, the Chief of Police will select the top 3 qualified candidates from the pool of applicants to be interviewed. The Evaluation Team will meet with the Chief of Police following the

completion of the interviews to provide input and a recommendation for the candidate to be assigned as the SRO.

3. Authority of the Chief. The Chief of Police will have final authority to select and fill the vacancy of the SRO, in consultation with the District. The selection of the SRO will comply with the provisions of this Agreement and the Collective Bargaining Agreement in place with the Police union. The District understands that the City of Parma Heights must comply with the provisions of the Collective Bargaining Agreement between the City and the Police union.

E. Requested Reassignment of the current SRO Officer

1. If at any time the District feels that the SRO is not adequately performing the functions of the position or that the SRO is unable to appropriately support or further the mission of the District, the District may request a change in SRO by addressing such request in writing to the Chief of Police. The Superintendent and Chief of Police shall meet to discuss the reasons for the request. The request shall not be unreasonably denied.
2. Parma Heights PD shall promptly inform the District if the SRO is arrested and/or subject to discipline or investigation for misconduct of any nature, whether on or off-duty. Based upon the information from Parma Heights PD, the District may request another officer assigned as SRO pending the outcome of the investigation or discipline.

IV. Compensation

The District will reimburse the City for 70% of the total annual costs of a Parma Heights Patrol Officer, which percentage represents the approximate number of workdays the SRO is expected to be stationed at the school, together with the full overtime compensation paid to the SRO for any activities attributable to the duties the SRO performs under this Agreement. Reimbursements will be payable in arrears in four quarterly installments upon presentation of an invoice presented to the District. The reimbursement will remain fixed at 70%, but the amount will be adjusted depending on the compensation of a Parma Heights Police Patrol Officer's total compensation (such as increase of wages, medical insurance, and mandatory retirement contributions).

Grant Compensation. Parma Heights PD agrees to apply, as a credit against any outstanding amount due from the District during the School Year covered by this Agreement, one hundred percent of the Drug Use Prevention grant – or any other federal or state grant related to student safety, school safety, drug, alcohol, or crime deterrence and/or prevention or school resource officer training and services – that it receives during the School Year covered by this Agreement.

The Parma City School District shall make payments to the City of Parma Heights no more than 30 days after submission of the invoice by the City of Parma Heights.

V. Confidentiality

The SRO may be provided with records and information as permitted by state and District policy. It is the SRO's responsibility to maintain the integrity of the position and hold confidential information in high regard. Student files and records containing personal information about a student must always be regarded as confidential information. The SRO shall not remove any student records from the City of Parma Schools' campus. The SRO must be familiar with and comply with the student privacy laws, including the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C.A. § 1232g) and the Ohio privacy laws (ORC § 3319.321 and ORC Chapter 1347), as applicable. The District understands that the City of Parma Heights and the SRO are subject to Ohio Public Records laws, including but not limited to ORC 149.43.

VI. Acceptance of Responsibility

The District and Parma Heights PD agree that nothing in contained in this paragraph shall operate as and/or be interpreted to be a waiver of either party's respective sovereign immunity pursuant to state and federal law. The District, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the actions or omissions of its employees acting within the scope of their employment. Parma Heights PD, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the actions or omissions of its employees acting within the scope of their employment.

Insurance. The District will maintain, at its own expense, insurance in the form of a comprehensive general liability policy. Parma Heights PD is covered under the insurance for the City of Parma Heights.

VII. General Provisions

A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreement or understandings.

B. Amendment. The Parties may change the terms of the Agreement only by mutual agreement reduced to writing. Any other purported change is not effective.

By their authorized signatures below, the Parties agree to the terms of this Agreement:

Parma City School District

Parma Heights Police Dept.

RESOLUTION NO. 2023 - 49

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXPEND FUNDS TO WICHERT INSURANCE TO SECURE INSURANCE COVERAGE FOR THE CITY OF PARMA HEIGHTS FROM SELECTIVE INSURANCE COMPANY, LEXINGTON INSURANCE COMPANY, CINCINNATI INSURANCE COMPANY, HANOVER INSURANCE GROUP, AND LLOYDS, AND DECLARING AN EMERGENCY

WHEREAS, Wichert Insurance (“Wichert”) is currently the insurance agent for the City of Parma Heights; and

WHEREAS, Wichert and the Director of Finance have solicited and secured a combination of package policy proposals made by Selective Insurance Company, Lexington Insurance Company, Cincinnati Insurance Company, Hanover Insurance Group, and Lloyds to provide the appropriate coverage for the best price; and

WHEREAS, Council desires to authorize the Administration to expend funds to Wichert Insurance to secure insurance coverage for the City from Selective Insurance Company, Lexington Insurance Company, Cincinnati Insurance Company, Hanover Insurance Group, and Lloyds.

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

Section 1: That the Administration is authorized to expend funds to Wichert Insurance for the provision of insurance coverage for the City from Selective Insurance Company, Lexington Insurance Company, Cincinnati Insurance Company, Hanover Insurance Group, and Lloyds for the period of August 1, 2023 through July 31, 2024. Said coverage includes commercial property, inland marine, crime, automobile, general liability, public officials/employment practices, law enforcement, umbrella, and cyber liability insurance coverages. The total premium due for said coverage is \$240,727.00, as reflected by invoices attached as Exhibit “A”. Said premium is based upon the City’s current property holdings and vehicle and equipment fleet, but is subject to minor price modifications based upon the addition or deletion of particular coverages, properties, equipment, and vehicles.

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

Section 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of said City and for the further reason it is necessary to pay premiums to maintain the City’s insurance coverage; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO



EXHIBIT A

Customer	City of Parma Heights
Acct #	131
Date	07/26/2023
Customer Service	Maria Norman
Page	1 of 1

City of Parma Heights
 6281 Pearl Road
 Parma Heights, OH 44130

Payment Information	
Invoice Summary	\$ 4,621.00
Payment Amount	
Payment for:	Invoice#1523041



Customer: City of Parma Heights

Invoice	Effective	Transaction	Description	Amount
1523041	08/01/2023	Renew policy	Policy # [REDACTED] 08/01/2023-08/01/2024 Cincinnati Insurance Co. Commercial Property - Renew policy [REDACTED]	4,621.00
				Total
				\$ 4,621.00

Wichert Insurance Services 1200 Graham Road Cuyahoga Falls, OH 44224	(330)929-8686	Date
	webinfo@wichert.com	07/26/2023



Customer	City of Parma Heights
Acct #	131
Date	07/26/2023
Customer Service	Maria Norman
Page	1 of 1

City of Parma Heights
 6281 Pearl Road
 Parma Heights, OH 44130

Payment Information	
Invoice Summary	\$ 12,650.00
Payment Amount	
Payment for:	Invoice#1523043



Customer: City of Parma Heights

Invoice	Effective	Transaction	Description	Amount
1523043	08/01/2023	Renew policy	Policy # [REDACTED] 08/01/2023-08/01/2024 Lloyds Cyber - Renew policy [REDACTED]	12,650.00
				Total
				\$ 12,650.00

Wichert Insurance Services 1200 Graham Road Cuyahoga Falls, OH 44224	(330)929-8686 webinfo@wichert.com	Date
		07/26/2023



Customer	City of Parma Heights
Acct #	131
Date	07/26/2023
Customer Service	Maria Norman
Page	1 of 1

City of Parma Heights
 6281 Pearl Road
 Parma Heights, OH 44130

Payment Information	
Invoice Summary	\$ 2,770.00
Payment Amount	
Payment for:	Invoice#1523042



Customer: City of Parma Heights

Invoice	Effective	Transaction	Description	Amount
1523042	08/01/2023	Renew policy	Policy # [REDACTED] 08/01/2023-08/01/2024 Hanover Insurance Group Crime - Renew policy [REDACTED]	2,770.00
				Total
				\$ 2,770.00

Wichert Insurance Services 1200 Graham Road Cuyahoga Falls, OH 44224	(330)929-8686 webinfo@wichert.com	Date
		07/26/2023



Customer	City of Parma Heights
Acct #	131
Date	07/26/2023
Customer Service	Maria Norman
Page	1 of 1

City of Parma Heights
 6281 Pearl Road
 Parma Heights, OH 44130

Payment Information	
Invoice Summary	\$ 38,078.00
Payment Amount	
Payment for:	Invoice#1523044



Customer: City of Parma Heights

Invoice	Effective	Transaction	Description	Amount
1523044	08/01/2023	Renew policy	Policy # [REDACTED] 08/01/2023-08/01/2024 Lexington Insurance Co Law Enforcement Liab. - Renew policy PF - by Brkg/Ins Company - Renew policy [REDACTED]	37,728.00 350.00
				Total
				\$ 38,078.00

Wichert Insurance Services 1200 Graham Road Cuyahoga Falls, OH 44224	(330)929-8686 webinfo@wichert.com	Date
		07/26/2023



Customer	City of Parma Heights
Acct #	131
Date	07/26/2023
Customer Service	Maria Norman
Page	1 of 1

City of Parma Heights
 6281 Pearl Road
 Parma Heights, OH 44130

Payment Information	
Invoice Summary	\$ 182,774.00
Payment Amount	
Payment for:	Invoice#1523038



Customer: City of Parma Heights

Invoice	Effective	Transaction	Description	Amount
1523038	08/01/2023	Renew policy	Policy # [REDACTED] 08/01/2023-08/01/2024 SELECTIVE INSURANCE COMPANIES / Selective Ins. Co. of America Business Auto - Renew policy General Liability - Renew policy Umbrella - Renew policy Inland Marine - Renew policy Public Officials Liab. - Renew policy Commercial Property - Renew policy [REDACTED]	86,594.00 4,643.00 49,213.00 6,257.00 20,336.00 15,731.00
				Total
				\$ 182,774.00

Wichert Insurance Services 1200 Graham Road Cuyahoga Falls, OH 44224	(330)929-8686 webinfo@wichert.com	Date
		07/26/2023

RESOLUTION 2023 – 50

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, WITH CONDITIONS, PURSUANT TO CHAPTER 1135 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS TO PERMIT THE BUSINESS KNOWN AS MOTELY 7 BREW, LLC TO ALLOW A DRIVE THROUGH FACILITY

WHEREAS, at its meeting on July 24, 2023, the Planning Commission conducted a public hearing regarding the approval of the Conditional Use Permit for the business known as Motely 7 Brew, LLC to allow a drive through facility, with certain conditions; and

WHEREAS, at its meeting on August 7, 2023, the Planning Commission recommended to the City Council that the Conditional Use Permit for the business known as Motely 7 Brew, LLC to allow a drive through facility, with certain conditions be approved; and

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

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

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

Section 1: The Council adopts the recommendation of the Planning Commission and grants a Conditional Use Permit to Motely 7 Brew, LLC to allow a drive through facility at 6675 Pearl Road, Parma Heights, Ohio in the West 130th Mixed-Use District.

Section 2: The Conditional Use recommended by the Planning Commission is approved subject to the General Criteria set forth in Section 1135.07 of the Codified Ordinances of the City of Parma Heights.

Section 3: The Conditional Use recommended by the Planning Commission is also subject to the additional conditions recommended by the Planning Commission which are set forth in “Council Resolution Exhibit A” which is attached hereto and incorporated as if fully rewritten.

Section 4: The approval of this Conditional Use Permit shall be valid only for the use and the operation of the use specified and the breach of any condition, safeguard, or requirement shall constitute a violation of the Planning and Zoning Code, and the conditional use permit may be revoked if the established conditions for approval are violated.

Section 5: This Council finds and determines that all formal 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 6: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of this Municipality, and for the further reason it is necessary to facilitate Motely 7 Brew, LLC's investment in the community expeditiously; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

COUNCIL RESOLUTION
EXHIBIT A



6281 Pearl Road

Parma Heights, Ohio 44130

440-884-9607

IN THE MATTER OF:

APPLICATION OF MOTELY 7 BREW, LLC. FOR A CONDITIONAL USE PERMIT TO INCLUDE A DRIVE THROUGH FACILITY AT 6675 PEARL ROAD, PARCEL NUMBER 473-25-033, PARMA HEIGHTS, OHIO IN **WEST 130TH MIXED USE DISTRICT**

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

On xxxx xx, 2023 the Council of the City of Parma Heights approved the recommendation of the Planning Commission to grant the Conditional Use Permit of Motely 7 Brew, LLC. [EX. 1].

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

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

- (a) Conditional use approval shall authorize a particular conditional use on the specific parcel for which it was approved. Approval of a conditional use, pursuant to this chapter, shall be valid only for the use and the operation of such use as specified when granted by the Planning Commission. The breach of any condition, safeguard, or requirement shall constitute a violation of this Planning and Zoning Code.
- (b) A conditional use permit issued pursuant to this chapter shall be valid only to the applicant to whom the permit is issued, unless the new owner agrees to all conditions, safeguards and requirements in the conditional use permit and a transfer of such permit is approved by the Chief Building Official.
- (c) The conditional use approval shall expire six months from the date of enactment, unless:
 - (1) In the case of new construction, work upon the structure shall have begun above the foundation walls;

- (2) In the case of occupancy of land, the use has commenced;
- (3) As otherwise specifically approved by the Planning Commission at the time the conditional use approval is granted; or
- (4) The Chief Building Official grants an extension for good cause shown, upon the request of the applicant.

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

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

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

Date: _____

Date: _____

EXHIBIT 1

RECOMMENDATIONS FOR AUGUST 7, 2023

MEETING OF THE PLANNING COMMISSION

IN THE MATTER OF:

APPLICATION MOTELY 7 BREW, LLC FOR A CONDITIONAL USE PERMIT TO ALLOW DRIVE THROUGH FACILITY BY CONDITIONAL USE AT 6675 PEARL ROAD, PARCEL NUMBER 473-25-033 PARMA HEIGHTS, OHIO IN THE WEST 130TH STREET MIXED USE DISTRICT.

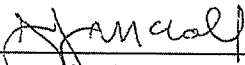
1. Motely 7 Brew, LLC is authorized to conduct business in the State of Ohio with its principal place of business located at 6675 Pearl Road, parcel number 473-25-033, Parma Heights, Ohio.
2. The City of Parma Heights Planning Commission (the "Planning Commission") is the duly organized Planning Commission for the City of Parma Heights (the "City") operating pursuant to its Charter and the laws of the State of Ohio.
3. The aforementioned property is located within the West 130th Mixed-Use District.
4. On June 19th, 2023, Motely 7 Brew, LLC submitted an Application for a Conditional Use Permit to the Planning Commission requesting approval for a Conditional Use Permit to allow a drive through facility at 6675 Pearl Road, parcel number 473-25-033, Parma Heights, Ohio in the West 130th Mixed-Use District.
5. At its July 5th, 2023 Regular Meeting, the Planning Commission heard presentations from both the Applicant and city representatives regarding the application for a conditional use permit for Motely 7 Brew, LLC to allow a drive through facility. As a result of that meeting a public hearing was scheduled on the Applicant's Conditional Use Permit for July 24th, 2023.
6. Notice of the Public Hearing was published on Cleveland.com, the Parma Sun News on July 6, 2023 and also posted on the city website and at city hall.
7. A public hearing was held on July 24th, 2023 and the Planning Commission heard from the Applicant and from city representatives regarding the application for a conditional use permit Motely 7 Brew, LLC to allow a drive through facility.
8. Based upon the presentations of both parties at the public hearing the Planning Commission recommends approval of the Conditional Use Permit for the business known as Motely 7 Brew, LLC to allow a drive through facility.
9. The Conditional Use requested is recommended subject to compliance with the General Criteria set forth in Section 1135.07 of the Codified Ordinance of the City of Parma Heights. [Ex. A].
10. The Conditional Use requested is recommended subject to compliance with the General Criteria set forth in Section 1195.05 of the Codified Ordinance of the City of Parma Heights. [Ex. B].

11. The Conditional Use requested is also subject to the additional conditions recommended by the Director of Public Service which are set forth in Exhibit C which is attached to this recommendation and which is incorporated herein, as if fully rewritten.


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

13. This recommended approval is not final and is subject to the confirmation of the city council and if approved all conditions shall be set forth expressly in a resolution of the Council granting the conditional use permit.

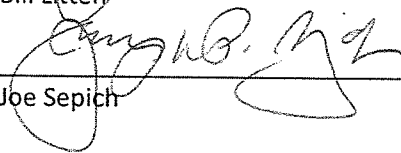
14. In the event that a permit for a conditional use is granted by the Council subject to conditions, the grantee shall, in writing within ten days following such Council action, acknowledge such approval and unconditionally accept and agree to such conditions.




Jim McCah, Chairman



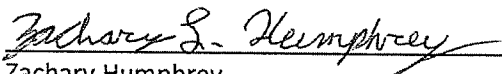
Bill Litten



Joe Sepich



Rick Haase, Council Representative



Zachary Humphrey

EXHIBIT A

1135.07 GENERAL CRITERIA FOR CONDITIONAL USES.

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

- (a) The conditional use in the proposed location will be harmonious and in accordance with the purpose, intent and basic planning objectives of this Planning and Zoning Code and with the objectives for the district in which located;
- (b) The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare;
- (c) The conditional use will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not essentially change the character of the same area;
- (d) The proposed building or use will not result in the destruction, loss, or damage of any feature determined by the Planning Commission to be of significant natural, scenic, or historic importance;
- (e) The hours of operation of the proposed use are similar to a use permitted in the district;
- (f) The conditional use will not be hazardous or disturbing to the existing and future use and enjoyment of property in the immediate vicinity for the uses permitted, nor substantially diminish or impair property values within the neighborhood;
- (g) The establishment of the conditional use in the proposed location will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
- (h) Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;
- (i) Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets;
- (j) The establishment of the conditional use should not be detrimental to the economic welfare of the community by creating excessive additional requirements at public cost for public facilities such as police, fire and schools;
- (k) There is minimal potential for future hardship on the conditional use that could result from the proposed use being surrounded by uses permitted by right that may be incompatible;
- (l) The design and arrangement of circulation aisles, parking areas, and access drives shall be in compliance with the regulations set forth in Chapter 1191

EXHIBIT B

1195.05 COMMERCIAL USE-SPECIFIC REGULATIONS.

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

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

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

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

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

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

EXHIBIT C

In addition to the requirements of Chapter 1135.07 these additional conditions shall be required for compliance with the conditional use permit. The goal of these requirements is to prevent any misunderstanding regarding the city's intent to ensure that the high standards required of all Parma Heights businesses continue to be maintained.

These requirements are as follows:

1. Noise control; No loud speakers; the use of amplification devices
2. Hours of operation (5:30 a.m.- 10:00 p.m. 7 days a week)
3. The submission of a landscape plan that adequately buffers the site and prevents the light obstruction from headlights onto neighboring properties

ORDINANCE NO. 2023 – 51

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR TECHNOLOGY SERVICES WITH SIMVAY LLC, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined the need for and recommends technology services to improve the City’s information technology.

WHEREAS, the use of technology services provided by Simvay, LLC will improve efficiency and security within the City’s information technology system.

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 Simvay LLC, 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 it is necessary for the City to initiate and utilize the technical expertise and resources of Simvay LLC to assist the City with information technology services; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

