

1. 6:00 P.M. City Council Regular Council Meeting Materials

Please find proposed legislation. If you have any questions, please contact the Council office.

Documents:

CALENDAR 2-2-26.PDF
RES. NO. 7-26.PDF
RES. NO. 8-26.PDF
RES. NO. 9-26.PDF
EX. A RES. NO. 9-25.PDF
ORD. NO. 10-26.PDF
EX. A ORD. NO. 10-26.PDF
ORD. NO. 11-26.PDF
EX. A ORD. NO. 11-26.PDF
RES. NO. 12-26.PDF
ORD. NO. 13-26.PDF
EX. A ORD. NO. 13-26.PDF
ORD. NO. 14-26.PDF
EX. A ORD. NO. 14-26.PDF
EX. B ORD. NO. 14-26.PDF
ORD. NO. 15-26.PDF
2026 AMEND TEMP APPROP - ORD. NO. 15-26.PDF

CALENDAR
February 2, 2026
COUNCIL MEETING
PARMA COUNCIL CHAMBERS
6:30 P.M.

CALL TO ORDER:
ROLL CALL:
INVOCATION:
PLEDGE OF ALLEGIANCE:

CERTIFICATES:

- **Business of the Month – North Coast Comics**

LEGISLATIVE COMMENT:

DISPOSAL OF JOURNAL:

- January 20, 2026 Regular Council Meeting

COMMUNICATIONS, PETITIONS AND CLAIMS:

FIRST READING:

RESOLUTION NO. 8-26 2/2/26
BY: K. SHUMAN
(By Request – Auditor)

A RESOLUTION PERMITTING THE CITY AUDITOR, OR THE BOARD OR OFFICER HAVING SUPERVISION OR MANAGEMENT OF THE PROPERTY, TO UTILIZE THE INTERNET AUCTION FOR SURPLUS ITEMS IN THE 2026 CALENDAR YEAR, AND DECLARING AN EMERGENCY

To be referred to the Finance Committee.

ORDINANCE NO. 10-26 2/2/26
BY: D. LIME
(By Request – Safety Director)

AN ORDINANCE TO AMEND SECTION 1705.99 "PENALTY" OF THE PARMA CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

To be referred to the Public Safety Committee.

SECOND READING: (Pending Outcome of Committee Meetings)

RESOLUTION NO. 1-26 (GOVERNMENTAL) 1/20/26
BY: M. WILSON

A RESOLUTION TO DESIGNATE THE CLERK OF COUNCIL AND THE CHIEF DEPUTY CLERK OF COUNCIL AS THE DESIGNEES OF THE COUNCIL OF THE CITY OF PARMA TO ATTEND THE REQUIRED PUBLIC RECORDS TRAINING AS MANDATED BY STATE LAW, AND DECLARING AN EMERGENCY

To be referred back to the Governmental Operations Committee.

ORDINANCE NO. 4-26 (FINANCE) 1/20/26
BY: K. SHUMAN
(By Request – Parks & Recreation Director)

AN ORDINANCE TO AMEND A PORTION OF DIVISION (b) OF SECTION 185.05 "FEES OF THE DIRECTOR OF PUBLIC SERVICE," OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA, RELATIVE TO FEES, AND DECLARING AN EMERGENCY

To be referred back to the Finance Committee.

ORDINANCE NO. 5-26 (FINANCE) 1/20/26
BY: K. SHUMAN
(By Request – Parks & Recreation Director)

AN ORDINANCE TO AMEND A PORTION OF ORDINANCE NO. 423-06 TO AMEND POSITIONS WITHIN THE "DIVISION OF PARKS & RECREATION," AND DECLARING AN EMERGENCY

To be referred back to the Finance Committee.

THIRD READING: NO THIRD READINGS

SUSPENSION OF THE RULES:

RESOLUTION NO. 7-26 2/2/26
BY: M. WILSON

A RESOLUTION RECOGNIZING FEBRUARY 2026 AS "BLACK HISTORY MONTH", AND DECLARING AN EMERGENCY

RESOLUTION NO. 9-26 2/2/26
BY: K. SHUMAN
(By Request – Auditor)

A RESOLUTION APPROVING THE CITY AUDITOR'S POST CERTIFICATION OF REQUISITIONS AS DETAILED IN EXHIBIT A, AND DECLARIING AN EMERGENCY

ORDINANCE NO. 11-26 2/2/26
BY: K. ZACHARIAS
(By Request – Assistant City Engineer)

AN ORDINANCE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY BOARD OF HEALTH ("CCBH") FOR THE PROVISION OF PHASE II STORMWATER SERVICES IN 2026-2030, AND DECLARING AN EMERGENCY

RESOLUTION NO. 12-26 2/2/26
BY: D. LIME

A RESOLUTION OBJECTING TO FIRSTENERGY'S REQUEST TO LET POWER OUTAGES LAST LONGER, AND DECLARING AN EMERGENCY

ORDINANCE NO. 13-26 2/2/26
BY: K. SHUMAN, A. DIVIS
(By Request – Service Director)

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A CONTRACT AGREEMENT AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL ("NOPEC") 2026 ENERGIZED COMMUNITY GRANT (S) ("NEC"), AND DECLARING AN EMERGENCY

ORDINANCE NO. 14-26 2/2/26
BY: K. SHUMAN, A. DIVIS, A. BOYD
(By Request – Service Director)

AN ORDINANCE TO RATIFY AND ACCEPT AN AMENDED SEWER EASEMENT AGREEMENT FOR A SEWER EASEMENT OVER AND ACROSS PERMANENT PARCEL NUMBERS 457-10-058 AND 457-10-059 IN THE CITY OF PARMA, AND DECLARING AN EMERGENCY

BY: K. SHUMAN
(By Request – Auditor)

AN ORDINANCE TO AMEND THE 2026 TEMPORARY APPROPRIATIONS OF
THE CITY OF PARMA, OHIO, AND DECLARING AN EMERGENCY

LEGISLATION TO BE TABLED:

APPOINTMENTS AND CONFIRMATIONS:

- **Appointment of Mark Schneider to the Planning Commission**
 - **Appointment of Judy Casselberry to the Board of Building Appeals**
-

PUBLIC SESSION:

MISCELLANEOUS BUSINESS:

REPORT ON ABSENT MEMBERS:

ADJOURNMENT:

Respectfully submitted,

Kristin L. Saban - Clerk of Council

rb

RESOLUTION NO. 7-26

BY: **MONICA WILSON**

A RESOLUTION RECOGNIZING FEBRUARY 2026 AS "BLACK HISTORY MONTH," AND DECLARING AN EMERGENCY

WHEREAS, Black History Week was first celebrated during the second week of February in 1926, selected because it coincided with the birthdays of both Abraham Lincoln (February 12) and abolitionist/writer Frederick Douglas (February 14); and

WHEREAS, that week would continue to be set aside for the observance until 1969 when black educators and the Black United Students at Kent State University proposed to extend Black History Week to Black History Month; and

WHEREAS, the first celebration of Black History Month took place in 1970 at Kent State University; and

WHEREAS, the 2026 Black History Month, theme, "A Century of Black History Commemorations," which also marks the 100th anniversary of Black History Month, explores how celebrating Black history transforms identity, builds pride, and promotes Black progress in the modern world; and

WHEREAS, the City of Parma recognizes the importance of this annual observance to celebrate the achievements and important role African Americans played in the history of the United States over the last 100 years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARMA, STATE OF OHIO:

Section 1. That this Council hereby supports "Black History Month" designated for the month of February 2026.

Section 2. That the Clerk of Council is hereby directed to forward a true and accurate copy of this Resolution to the Black United Students organization at Kent State University.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Parma, and for the further reason that this measure is necessary to due to the observance taking place this month, and this Resolution shall become immediately effective upon receiving the affirmative vote of two-thirds of all members elected to Council and approval of the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____ PRESIDENT OF COUNCIL

ATTEST: _____ APPROVED: _____
CLERK OF COUNCIL

FILED WITH THE MAYOR: _____ MAYOR, CITY OF PARMA, OHIO

2/2/26

ds

RESOLUTION NO. 8-26

BY: **KAMMY SHUMAN**
(By Request – Auditor)

A RESOLUTION PERMITTING THE CITY AUDITOR, OR THE BOARD OR OFFICER HAVING SUPERVISION OR MANAGEMENT OF THE PROPERTY, TO UTILIZE THE INTERNET AUCTION FOR SURPLUS ITEMS IN THE 2026 CALENDAR YEAR, AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code Section 721.15 permits municipalities to sell said auction items by internet auction; and

WHEREAS, an annual Resolution adopted by City Council is required to permit the City to utilize the internet auction for said auction items.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARMA, STATE OF OHIO:

Section 1. That this Council hereby permits the City Auditor, or the board or officer having supervision or management of the property, to utilize the internet auction for surplus items in the 2026 calendar year.

Section 2. That the internet auction shall be conducted pursuant to requirements stated in Parma Codified Ordinance Section 131.06.

Section 3. That the internet auction method shall not be the exclusive method of disposing of surplus items.

Section 4. That all disposition of property unneeded and/or obsolete, and/or unfit shall be in conformity with Ohio Revised Code Section 721.15 and Parma Codified Ordinance Section 131.06 and Section 155.20 through 155.22.

Section 5. That the following technical requirements for internet auction shall be followed:

- The director of the department whose property is being sold shall determine the manner the internet auction shall be conducted as long as it is in compliance with Ohio Revised Code 721.15 and Parma Codified Ordinance Section 131.06; and
- The number of days for bidding shall be no less than ten days, including Saturdays, Sundays and legal holidays; and
- The director of the department whose property is being sold shall determine whether the City shall conduct the internet auction or whether the City, through the legislature, shall hire a representative and/or third party to conduct said internet auction; and
- The general terms and conditions of sale shall be in compliance with Ohio Revised Code 721.15 and Parma Codified Ordinance Section 131.06. The director of the department whose property is being sold shall determine specific conditions, if he/she believes it will bring in more consideration to the City, and said terms conform to Ohio Statutory and case law.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees

that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 7. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Parma, and for the further reason that this measure is necessary in order to proceed with internet auctions in the 2026 calendar year, and this Resolution shall become immediately effective upon receiving the affirmative vote of two-thirds of all members elected to Council and approval of the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED: _____

FILED WITH
THE MAYOR: _____

MAYOR, CITY OF PARMA, OHIO

RESOLUTION NO. 9-26

BY: **KAMMY SHUMAN**
(By Request - Auditor)

A RESOLUTION APPROVING THE CITY AUDITOR'S
POST CERTIFICATION OF REQUISITIONS AS
DETAILED IN EXHIBIT A, AND DECLARING AN
EMERGENCY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARMA, STATE OF OHIO:

Section 1. That pursuant to Ohio Revised Code Section 5705.41, this Council hereby approves the City Auditor's post certification of requisitions as detailed in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were meetings open to the public in compliance with all legal requirements.

Section 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Parma, and for the further reason that this measure is necessary to ensure the prompt payment to vendors for purchases made by the City; and this Resolution shall become immediately effective upon receiving the affirmative vote of two-thirds of all members elected to Council and approval of the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

FILED WITH
THE MAYOR: _____

MAYOR, CITY OF PARMA, OHIO

**CITY OF PARMA
REQUEST FOR LEGISLATION**

NOTE: The following must be filled out entirely or it will not be accepted. Requests for legislation to amend/revise the City Code must include an exhibit of regulations proposed for adoption. Attach additional sheets as needed. All requests for legislation must be submitted to the Council Office by **NOON OF THE WEDNESDAY PRIOR** to a Council meeting.

LETTER OF TRANSMITTAL

Date of Request: January 26, 2026

Originated By: *[Signature]*

Councilperson: _____

Administration: Bob Coury

Title: Safety Director

Approved by Mayor Tim DeGeeter: _____

By Request (Councilperson): _____

[Signature]
Sponsor: Debbie Lime

Title of Legislation: An ordinance to amend PCO section 1705.99, and declaring an emergency.

Reason for Legislation: As currently drafted, the PCO section 1705.99 penalty for the within listed property maintenance violations is a minor misdemeanor. As such, the imposition of an offender's sentence does not include probation requirements and the threat of jail for those offenders who continue to be non-compliant. By making the first offense a misdemeanor of the fourth degree, it corrects that problem.

Emergency: To ensure residential and commercial properties are safely maintained.

Exhibit Attached: PCO Section 1705.99 as amended.

Form Approved (Law Director): _____

CERTIFICATE OF AUDITOR

Fund No.: _____ Account No. (16 digits): _____

Unencumbered Balance: \$ _____

The undersigned public official hereby certifies that the funds specified for expenditure within this legislation request exist in the above referenced Fund/Account and are unencumbered.

City Auditor/Deputy Auditor

For Internal Use Only:

First Reading

Ordinance/Resolution No.: _____

Suspension

Voice Vote

Committee: Public Safety



1705.99 PENALTY.

(a) Whoever violates any of the provisions of this Code for which no other penalty is provided, or any rule or regulation promulgated thereunder, or fails to comply with this Code or with any written notice or written order issued thereunder, or interferes with, obstructs or hinders any person authorized to inspect, by virtue of Section 1705.02, while such person is lawfully making an inspection is guilty of a misdemeanor of the first degree. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(b) Whoever violates Sections 1707.02; 1707.06(d); 1707.09(a)(2), (a)(7), (a)(8); 1707.10(a), (b); 1707.11; 1707.12; 1707.14(f); 1707.15(b), (d); 1707.17(b),(g); 1707.19; 1707.20; 1721.02; 1721.03; 1721.07 is guilty of a minor misdemeanor of the fourth degree for a first offense. In addition to any other method of enforcement provided for in this Code, the above listed offenses may be enforced by the issuance of a citation in compliance with Rule 4.1 of the Ohio Rules of Criminal Procedure. Whoever violates any of the above listed offenses as a second or fourth and subsequent offense is guilty of a first degree misdemeanor of the second degree. A separate offense shall be deemed committed each day during or on which a violation occurs or continues. In addition to any other method of enforcement provided for in this Code, the above listed offenses may be enforced by the issuance of a citation in compliance with Rule 4.1 of the Ohio Rules of Criminal Procedure.

(c) Whoever violates Section 1707.10(c) is guilty of a minor misdemeanor. In addition to any other method of enforcement provided for in this Code, the above listed offense may be enforced by the issuance of a citation in compliance with Rule 4.1 of the Ohio Rules of Criminal Procedure. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(Ord. 282-94. Passed 11-21-94; Ord. 389-94. Passed 5-6-96; Ord. 139-97. Passed 5-7-97; Ord. 238-08. Passed 10-6-08; Ord. 145-13. Passed 7-1-13; Ord. 18-16. Passed 3-21-16; Ord. 41-16. Passed 3-21-16; Ord. 209-17. Passed 11-20-17.)

ORDINANCE NO. 10-26

BY: **DEBORAH LIME**
(By Request – Safety Director)

AN ORDINANCE TO AMEND SECTION 1705.99 “PENALTY”
OF THE PARMA CODIFIED ORDINANCES, AND
DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARMA, STATE OF OHIO:

Section 1. That a portion of Section 1705.99 “Penalty” within Chapter 1705 “Administration, Enforcement and Penalty” of the Parma Codified Ordinances, relative to the designation of the penalty imposed for property maintenance violations, is hereby amended to read as provided in the attached Exhibit A, with deletions shown in crossed out text and additions shown in bold, underlined text.

Section 2. That only that portion of Section 1705.99 “Penalty” within Chapter 1705 “Administration, Enforcement and Penalty,” of the Codified Ordinances of the City of Parma, as it existed heretofore, is hereby repealed.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the City of Parma and its residents, and for the further reason this measure is necessary to ensure residential and commercial properties are safely maintained; and that this Ordinance shall become immediately effective upon receiving the affirmative vote of two-thirds of all members elected to Council and approval of the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

FILED WITH
THE MAYOR: _____

MAYOR, CITY OF PARMA, OHIO

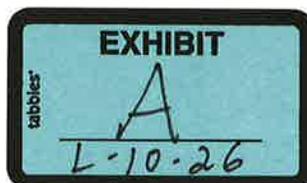
1705.99 PENALTY.

(a) Whoever violates any of the provisions of this Code for which no other penalty is provided, or any rule or regulation promulgated thereunder, or fails to comply with this Code or with any written notice or written order issued thereunder, or interferes with, obstructs or hinders any person authorized to inspect, by virtue of Section 1705.02, while such person is lawfully making an inspection is guilty of a misdemeanor of the first degree. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(b) Whoever violates Sections 1707.02; 1707.06(d); 1707.09(a)(2), (a)(7), (a)(8); 1707.10(a), (b); 1707.11; 1707.12; 1707.14(f); 1707.15(b), (d); 1707.17(b),(g); 1707.19; 1707.20; 1721.02; 1721.03; 1721.07 is guilty of a ~~minor~~ misdemeanor **of the fourth degree for a first offense**. Whoever violates **any of** the above listed offenses as a **second or fourth** and subsequent offense is guilty of a ~~first degree~~ misdemeanor **of the second degree**. A separate offense shall be deemed committed each day during or on which a violation occurs or continues. ~~In addition to any other method of enforcement provided for in this Code, the above listed offenses may be enforced by the issuance of a citation in compliance with Rule 4.1 of the Ohio Rules of Criminal Procedure.~~

(c) Whoever violates Section 1707.10(c) is guilty of a minor misdemeanor. In addition to any other method of enforcement provided for in this Code, the above listed offense may be enforced by the issuance of a citation in compliance with Rule 4.1 of the Ohio Rules of Criminal Procedure. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(Ord. 282-94. Passed 11-21-94; Ord. 389-94. Passed 5-6-96; Ord. 139-97. Passed 5-7-97; Ord. 238-08. Passed 10-6-08; Ord. 145-13. Passed 7-1-13; Ord. 18-16. Passed 3-21-16; Ord. 41-16. Passed 3-21-16; Ord. 209-17. Passed 11-20-17.)



ORDINANCE NO.11-26

BY: KELLY ZACHARIAS
(By Request – Assistant City Engineer)

AN ORDINANCE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY BOARD OF HEALTH (“CCBH”) FOR THE PROVISION OF PHASE II STORMWATER SERVICES IN 2026-2030, AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARMA, STATE OF OHIO:

Section 1. That this City Council hereby ratifies and approves the Memorandum of Understanding between the Cuyahoga County Board of Health and the City of Parma for the provision of Stormwater Services in 2026–2030. A copy of said Memorandum of Understanding is attached hereto and incorporated herein as Exhibit A.

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

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the City of Parma, and for the further reason that this measure is necessary for the uninterrupted provision of stormwater services to the City of Parma; and this Ordinance shall become immediately effective upon receiving the affirmative vote of two-thirds of all members elected to Council and approval of the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

FILED WITH
THE MAYOR: _____

MAYOR, CITY OF PARMA, OHIO

MEMORANDUM OF UNDERSTANDING

CUYAHOGA COUNTY BOARD OF HEALTH AND THE CITY OF PARMA AUTHORITY AND CONSENT TO PROVIDE PHASE II STORMWATER SERVICES IN 2026 - 2030

This Memorandum of Understanding ("MOU") is entered into by and between The Cuyahoga County Board of Health ("CCBH") and The City of Parma ("City"), both separate political subdivisions of the State of Ohio.

- WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and
- WHEREAS: In response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, CCBH developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and
- WHEREAS: Each municipality within Northeast Ohio has been issued an MS4 permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and
- WHEREAS: The Northeast Ohio Regional Sewer District ("NEORS" or "The District"), pursuant to the authority of Ohio Revised Code Chapter 6119 adopted the Stormwater Management Code as part of the District's Code of Regulations ("Title V") and is authorized to provide and contract for overall Stormwater Management of the Regional Stormwater System within the jurisdiction of NEORS; and
- WHEREAS: Title V requires NEORS, on behalf of the municipalities within its jurisdiction to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member municipalities; and
- WHEREAS: Section 5.0502 of Title V requires the District to provide Phase II stormwater regulation support services to member communities of the District with Ohio EPA's National Pollutant Discharge Elimination System ("NPDES") General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measures (MCMs) #1, #2, #3, and #6; and
- WHEREAS: Recently, the District passed resolution 249-25 authorizing an agreement with the CCBH for services in support of NEORS member communities' compliance with the Ohio EPA's NPDES General Permit for Municipal Separate Storm Sewer Systems; and
- WHEREAS: Pursuant to the agreement between CCBH and NEORS, the District recognizes CCBH as a service provider for the implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and



WHEREAS: In order for CCBH to provide the above described services to municipalities within the NEORSJ jurisdiction, CCBH must contract with those municipalities that are part of the NEORSJ jurisdiction in order to obtain consent and authority to perform these services; and

WHEREAS: City has authority to grant consent and authority to CCBH for the purposes of performing the services outlined herein; and

WHEREAS: Both parties desire to enter this MOU agreement for the purposes outlined herein.

Now therefore, in consideration of the mutual promises and conditions set forth herein, BOARD and the CITY (each, a "Party" and collectively, the "Parties") agree as follows:

A. PROJECT DESCRIPTION

The Board and the City have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations programming;

B. SCOPE OF WORK

1. The Board will need to verify the City's previously identified Municipal Separate Storm Sewer System (MS4) outfall locations and update any outfall information that has changed, during the 2026-2030 contract period.
2. The Board will monitor the City's designated MS4 outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample all flowing outfall locations that are within the District's RSMP area for E. coli. The MS4 outfall locations will be inspected/sampled once during the 2026-2030 contract period.
3. The Board will provide an annual training presentation on Good Housekeeping/Pollution Prevention for Municipal Operations and related best management practices, as well as illicit discharges, for the City's employees. This training will be coordinated with the City annually during the 2026-2030 contract period.
4. The Board will conduct a site inspection of the community's municipal operation facilities annually during the 2026-2030 contract period and will provide a completed report.
5. The Board will provide the City an annual summary of the work that was performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination and MCM #6: Good Housekeeping/Pollution Prevention for Municipal Operations to be included in the City's Phase II Stormwater Annual Report to the Ohio EPA.
6. The City will provide aid in opening storm sewer manholes where and when deemed necessary for the purpose of sample collections, upon 24 hours' notice by the Board.

C. COOPERATION STATEMENT

The City of Parma shall cooperate with the Board by providing maps, assistance, and direction for the Board to obtain access and/or samples for testing purposes;

D. COMPENSATION.

The City shall have no obligation to pay the Board for the Scope of Work or services performed identified in Section B.

E. INDEPENDENT CONTRACTOR.

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law. The entire cost and expense of these services will be provided by NEORS to the Board.

F. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

G. TERM AND TERMINATION

The term of this Agreement begins on January 1, 2026 and ends December 31, 2030, unless extended by the parties by agreement in writing. Either party may cancel this Agreement, for cause, with sixty (60) days' written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the parties prior to completion, the Board, within thirty (30) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation.

I. MISCELLANEOUS TERMS

a. Waivers and Amendments: The waiver by either Party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. This MOU may be modified or amended only via a writing signed by both Parties.

b. Assignment. Neither Party shall have the right to assign this MOU to any third party. Any such attempted assignment will be null and void.

c. Complete Agreement; Integration. This MOU contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.

d. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this MOU, neither Party shall unlawfully discriminate on the basis of race, sex, pregnancy, religion, disability, age, national origin, or color.

e. No Third Party Beneficiaries. This MOU does not and is not intended to confer any rights or remedies upon any party other than the City and The Board.

f. Statutory Immunity. Nothing contained in this Agreement is intended as a waiver of any statutory immunity either party may enjoy pursuant to R.C. 2744 et seq. and state law. Each party will be solely responsible for its own acts and omissions, and those of their employees.

g. Notices. All notices required or permitted under this MOU shall be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested, at the Party's address first set forth above, on behalf of the City, an additional copy shall be forwarded to the District. Such notices shall be effective when received.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

FOR THE BOARD:



Roderick Harris, DrPH
Health Commissioner

Date: 1-6-26

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

By: 

Date: 1/16/26

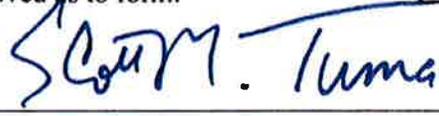
FOR THE CITY OF PARMA:



Mayor

Date: 12/16/25

Approved as to form.

By: 

Director of Law

Date: 12/17/25

RESOLUTION NO. 12-26

BY: **DEBORAH LIME**

A RESOLUTION OBJECTING TO FIRSTENERGY’S REQUEST TO LET POWER OUTAGES LAST LONGER, AND DECLARING AN EMERGENCY

WHEREAS, FirstEnergy is asking state regulators for permission to let Cleveland Electric Illuminating Co., Ohio Edison, and Toledo Edison extend the time it takes to restore service after a power outage and to increase the number of permissible outages per year; and

WHEREAS, FirstEnergy claims it needs more flexibility on reliability rules because of an increase in damaging weather and tree-related issues: and

WHEREAS, legislators and local officials argue that weakening reliability rules would ask customers to accept lower standards and more frequent outages after years of infrastructure spending; and

WHEREAS, many lawmakers claim that lowering outage standards shifts the risk onto customers instead of fixing the problem.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARMA, STATE OF OHIO:

Section 1. That the Council and the Administration of the City of Parma hereby oppose FirstEnergy’s request to permit longer power outages.

Section 2. That the Clerk of Council is hereby directed to forward a true and accurate copy of this Resolution to the Public Utilities Commission of Ohio (PUCO).

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Parma, and for the further reason this measure is necessary due to the hearing with PUCO is being held on February 26, 2026; and this Resolution shall become immediately effective upon receiving the affirmative vote of two-thirds of all members elected to Council and approval of the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED: _____

FILED WITH
THE MAYOR: _____

MAYOR, CITY OF PARMA, OHIO

2/2/26

ds

ORDINANCE NO. 13-26

BY: **KAMMY SHUMAN, ALLAN DIVIS**
(By Request – Service Director)

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A CONTRACT AGREEMENT AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (“NOPEC”) 2026 ENERGIZED COMMUNITY GRANT(S) (“NEC”), AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma is a member of Northeast Ohio Public Energy Council (hereinafter referred to as “NOPEC”), and is eligible for one or more NOPEC Energized Community Grant(s) for 2026 (hereinafter referred to as “NEC Grant(s)”), as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City of Parma wishes to enter into a Grant Agreement with NOPEC, Inc., to receive one or more NEC Grant(s) for 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARMA, STATE OF OHIO:

Section 1. That this Council of the City of Parma (the “Council”) finds and determines that it is in the best interest of the City of Parma to accept the NEC Grant(s) for 2026 and authorizes the Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds. A copy of said Agreement is attached hereto and made a part hereof as Exhibit A.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Parma, and for the further reason that this measure is necessary in order to submit the grant paperwork in a timely manner; and this Ordinance shall become immediately effective upon receiving the affirmative vote of two-thirds of all members elected to Council and approval of the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

FILED WITH
THE MAYOR: _____

MAYOR, CITY OF PARMA, OHIO

NOPEC 2026 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and _____, _____ County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2026 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2026 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2028. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2026 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2026, and shall expire on December 31, 2026, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees



to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:
(This individual will be the designated grant representative working in the grant website)

Title: _____
Name: _____
_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2026 Energized Community Grant Agreement.]

ORDINANCE NO. 14-26

BY: **KAMMY SHUMAN, ALLAN DIVIS, AMANDA BOYD**
(By Request – Service Director)

AN ORDINANCE TO RATIFY AND ACCEPT AN AMENDED SEWER EASEMENT AGREEMENT FOR A SEWER EASEMENT OVER AND ACROSS PERMANENT PARCEL NUMBERS 457-10-058 AND 457-10-059 IN THE CITY OF PARMA, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARMA, STATE OF OHIO:

Section 1. That this Council hereby ratifies an Amended Sewer Easement Agreement between the City of Parma and the M & P Dolan Heritage Trust and East Linden, LLC for the relocation of a sanitary sewer easement, including a new sanitary pump station, over and across Permanent Parcel Numbers 457-10-058 and 457-10-059 located in the East Linden Lane area in the City of Parma. A copy of the Amendment to the Sewer Easement Agreement is attached hereto and incorporated fully herein by reference as Exhibit A.

Section 2. That this Council hereby accepts the sanitary sewer easement, including a new sanitary pump station, granted by the M & P Dolan Heritage Trust and East Linden, LLC over and across Permanent Parcel Numbers 457-10-058 and 457-10-059 located in the East Linden Lane area as described and depicted in Exhibit A, attached hereto.

Section 3. That this Council hereby ratifies a Work Agreement between the City of Parma and the M & M Dolan Heritage Trust for purposes of the East Linden Pump Station Project over and across Permanent Parcel Number 457-10-059 located in the East Linden Lane area and as further described and depicted in the Work Agreement, a copy of which is attached hereto and incorporated fully herein by reference as Exhibit B.

Section 4. That the Mayor is authorized to take such action, and to execute such other documents and amendments thereto approved by the Law Director, as may be necessary to protect the City’s interests in the Amended Sewer Easement Agreement and the Work Agreement referenced herein.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the City of Parma and its residents, and for the further reason this measure is necessary to provide uninterrupted sewer services in the East Linden Lane area; and that this Ordinance shall become immediately effective upon receiving the affirmative vote of two-thirds of all members elected to Council and approval of the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

FILED WITH
THE MAYOR: _____

MAYOR, CITY OF PARMA, OHIO

AMENDMENT TO SEWER EASEMENT

This Amendment to Easement for the Installation and Maintenance of Sewers ("Amendment") is made this 23rd day of JANUARY 2026, by and between Michael K. Dolan, Jr., Trustee of the M&P Dolan Heritage Trust and East Linden LLC, an Ohio limited liability corporation (the "Grantors"), and the City of Parma, Ohio, (the "Grantee").

RECITALS

A. Grantors are the owners of certain real property located in the City of Parma, County of Cuyahoga, and State of Ohio, currently identified as Permanent Parcel Numbers 457-10-058 and 457-10-059 in the Cuyahoga County Records (the "Property").

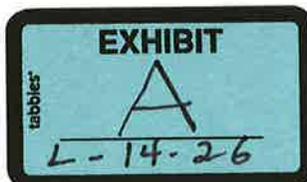
B. The Property is encumbered by that certain 20' Sewer Easement (the "Easement") recorded as a Subdivision Plat in Volume 201, Page 44 of the Cuyahoga County Records.

C. The Easement describes the easement area (the "Original Easement Area") upon which the Grantee currently maintains and operates a sanitary pump station (the "Original Pump Station").

D. Grantee desires to enhance the service capabilities of the Original Pump Station by constructing a new sanitary pump station east of the Original Pump Station within the existing East Linden Road right-of-way (the "New Pump Station");

E. Upon completion of the New Pump Station, Grantee plans to remove the Original Pump Station and return the Original Easement Area and any disturbed portions of the Property to its natural unimproved condition, provided, however, that in order to limit the disruption to the Original Easement Area, Grantee shall, with Grantor's consent, disconnect and leave in place an underground electrical cable.

F. Accordingly, the parties desire to amend the Easement as follows in order to replace the legal description of the Original Easement Area with a description of the area on which the New Pump Station will be located.



AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), the covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendment of Legal Description.** The Original Easement Area as described in the Easement is hereby deleted in its entirety and replaced with the legal description of that approximately Two Thousand Three-Hundred Forty (2,340) square foot area set forth in **Exhibit A** and depicted on **Exhibit B** ("Easement Area").

2. **Temporary License.** Until the New Pump Station is constructed and in service, Grantee may use the Original Easement Area and shall have the right of ingress and egress to and from such Original Easement Area to the Easement Area for the purposes of constructing the New Pump Station and removing the Original Pump Station. Thereafter, Grantee shall, within a reasonable amount of time, restore the Original Easement Area to a natural and unimproved condition consistent with the surrounding Property outside of the Easement Area and consistent with Grantor's then-current vegetation standards, policies, and procedures.

3. **Construction.** Grantee and its contractors and agents shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal or state governments and of any and all departments and bureaus thereof applicable to the installation, construction, laying, existence, operations, maintenance and use of the New Pump Station. All construction, installation, maintenance, repair and replacement hereunder shall be performed in a good and workmanlike manner and Grantee shall promptly discharge, at its sole cost and expense, any and all liens asserted against the Property as a result of the performance of any such construction of the New Pump Station or other use of the Easement.

4. **Miscellaneous.** Should the Easement Area no longer be used for the purposes set forth in the Easement, the Grantee must remove any improvements and restore the Easement Area to its natural unimproved condition after which the Easement shall terminate and the Easement Area shall revert to the Grantor. This Amendment shall be construed in accordance with Ohio law, without regard to its choice of law provisions and shall not be amended or modified unless in writing executed by both parties and recorded in the Public Records of Cuyahoga County, Ohio. Except as specifically amended by this Amendment, the terms and provisions of the Easement shall remain unchanged. In the event of a conflict between the terms and provisions of this Amendment and those of the Easement, this Amendment shall control. The Easement, as amended hereby, shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first above written.

GRANTORS:
MICHAEL K DOLAN, JR., TRUSTEE


By: Michael K. Dolan, Jr., Trustee
*or successor in interest under the M&M
Dolan Heritage Trust dated July 1st, 2025*
EAST LINDEN LLC


By: Michael K. Dolan, Jr.
*or successor in interest, under the M&M
Dolan Heritage Trust dated July 1st, 2025*

GRANTEE:
CITY OF PARMA, OHIO


By: Tim DeGeeter, Mayor

STATE OF OHIO }
GUYAHOGA COUNTY } ss.
MEDINA

BEFORE ME, a Notary Public in and for said state and county, personally came the above-named Michael K. Dolan, Jr., Trustee, who acknowledged that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Hinckley, Ohio this 6th day of January, 2026.



Jessica Shamsoum-French
Notary Public

My commission expires: 5/19/2030

STATE OF OHIO }
GUYAHOGA COUNTY } ss.
MEDINA

BEFORE ME, a Notary Public in and for said state and county, personally came the above named Michael K. Dolan, who acknowledged being the authorized agent of East Linden LLC, and, who acknowledged that he did sign the foregoing instrument as his free act and deed on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Hinckley, Ohio this 6th day of January, 2026



Jessica Shamsoum-French
Notary Public

My commission expires: 5/19/2030

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

BEFORE ME, a Notary Public in and for said state and county, personally came the above-named Tim DeGeeter who acknowledged that he did sign the foregoing instrument as his free act and deed on behalf of the City of Parma, Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Parma, Ohio this 27th day of January, 2026.



SHERRIL R. GRIFFITH
Notary Public
State of Ohio
My Comm. Expires
December 2, 2030

Sherril R. Griffith
Notary Public

My commission expires: Dec 2, 2030

Instrument Prepared By:
Parma Law Department
7335 Ridge Road, Parma, Ohio 44129
440.885.8132

Exhibit A

Page 1 of 3

7606 EAST LINDEN LANE - PART OF P.P.N. 457-10-059 & 457-10-058

SEWER EASEMENT ADJUSTMENT

IN THE NAME AND FOR THE USE OF THE CITY OF PARMA,

CUYAHOGA COUNTY, OHIO

A perpetual easement for underground sanitary sewer infrastructure and supporting utilities, except for any necessary grade level manhole covers, cleanouts, vault covers, etc., including but not limited to any construction, maintenance and/or replacement work deemed appropriate for such sanitary sewer pipes, laterals, manholes, cleanouts, necessary electric lines/conduit, etc.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Sublot 1 in the William E. Platten Jr. Re-Subdivision as shown by the plat recorded in Volume 226, Page 101 of Cuyahoga County Map Records, part of Sublot 41 in Pleasant Acres Subdivision No. 1 as shown in the plat recorded in Volume 201, Page 44 and Volume 203, Page 74 of Cuyahoga County Map Records, and all part of the Original Parma Township Lot No. 37, Ely Tract and further bounded and described as follows:

Beginning on the curved northerly right of way of East Linden Lane at the southwesterly corner of Sublot No. 41 as shown by the Pleasant Acres Subdivision No. 1 recorded in Volume 201, Page 44 and Volume 203, Page 74 of Cuyahoga County Map Records, referenced by a 1/2" iron pin found in concrete at North $21^{\circ}54'44''$ West, 0.33 feet;

Thence along the curved northerly right of way of East Linden Lane deflecting to the right, an arc of 55.00 feet and a delta of $11^{\circ}21'32''$, said curve having a radius of 277.46 feet, and a chord that



Exhibit A

Page 2 of 3

bears North 73°41'43" East, 54.92 feet to the **Principal Place of Beginning** of the Easement herein described;

Thence North 08°29'23" West, 6.28 feet to a point;

Thence North 43°00'19" West, 25.56 feet to a point;

Thence North 88°34'08" East, 9.81 feet to a point;

Thence North 01°25'52" West, 106.74 feet to a point;

Thence North 45°30'00" West, 60.44 feet to the northerly line of said Sublot No. 41;

Thence North 89°39'30" West along said northerly line and the extension thereof, 14.18 feet to a point;

Thence South 45°30'00" East, 54.43 feet to a point;

Thence South 01°25'52" East, 131.81 feet to the curved northerly right of way of East Linden Lane;

Thence along the curved northerly right of way of East Linden Lane deflecting to the left, an arc of 37.12 feet and a delta of 07°39'58", said curve having a radius of 277.46 feet, and a chord that bears South 83°12'28" West, 37.10 feet to the **Principal Place of Beginning** and containing 0.0537 acres of land (2,340square feet), as surveyed and described by Peter John Gauriloff, P.S. No. 8646 of Cuyahoga County Department of Public Works in October 2025 subject to all legal highways, restrictions, reservations and easements of record.

The intent of the easement adjustment is to abandon a portion of the existing easement, as shown by the detail prepared by the Cuyahoga County Department of Public Works, and modify it to a 10' easement east of the original location to better accommodate the construction of new pump station.


Peter J. Gauriloff - P.S. No. 8646
Chief Surveyor - Cuyahoga County
Department of Public Works



November 19, 2025

Date



Exhibit A

Page 3 of 3

Deeds of Reference:

P.P.N. 457-10-059

Land conveyed to Michael K. Dolan Jr., Trustee by deed dated August 21, 2025 and recorded in AFN. 202508210062 of Cuyahoga County Deed Records.

P.P.N. 457-10-058

Land conveyed to East Linden LLC by deed dated November 4, 2021 and recorded in AFN. 202111040268 of Cuyahoga County Deed Records.

Basis of Bearing:

Ohio Department of Transportation (ODOT) Real Time Network, Ohio State Plane Coordinate System, North Zone NAD 83, 2011 adjustment.



WORK AGREEMENT

This Temporary Work Agreement ("Work Agreement") made this 27th day of January, 2026, by and between Michael K Dolan, Jr., Trustee, or successors in interest, under the M & M Dolan Heritage Trust dated July 1st, 2025, hereinafter called the OWNER, to the City of Parma, a municipal corporation, its agents and/or contractors, hereinafter called the CITY, collectively the Parties.

WHEREAS, the CITY has requested permission from the OWNER to perform certain work as described below on the premises of the OWNER located on East Linden Lane better known as PPN 457-10-059 (the "Premises");

WHEREAS, the Parties wish to enter into this Work Agreement to permit the CITY a Right of Entry to enter the Premises for the purposes of the E. Linden Pump Station Project as further described below.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the covenants herein contained, and for other good and valuable consideration, which is hereby acknowledged by the parties, the parties hereto mutually agree as follows:

1. That the OWNER hereby grants a Right of Entry over the Premises to the CITY and its duly authorized agents and contractors for the purpose of removal of existing pump station, utility work, grading and ancillary work for the E. Linden Pump Station Project ("Project Work") as shown on the attached Exhibit 1.
2. That this right-of-entry is granted only for the purpose of Project Work. Under no circumstances may the CITY, its agents and/or contractor use the Premises for storage of material or equipment by the contractor unless a separate agreement is made between the contractor and OWNER.
3. That the duration of the Work Agreement granted to the CITY is one 15 months immediately following the date on which the Project Work is first commenced by the CITY, or its duly authorized agents and contractors.
4. That the CITY must remove landscaping vegetation adjacent to the existing pump station and the CITY will compensate the OWNER a total of Two Thousand Dollars (\$2,000.00), which is the estimated value of the OWNER's landscaping, for the loss of landscaping resulting from the Project Work.
5. CITY agrees to assume responsibility for its own acts, omissions, negligence and intentional acts that may cause damage or injury hereunder.
6. It is agreed that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.
7. Any notice concerning this Entry Agreement must be in writing and will be deemed sufficiently given when sent by certified or registered mail if sent to the following respective addresses of each party. Notice to the OWNER shall be made to: The M & M Dolan Heritage Trust at 7606 East Linden Lane, Parma, Ohio 44130. Notice to the CITY shall be made to: Tony Vannello, Parma Service Director at 6611 Ridge Road, Parma, Ohio 44129.



8. This Work Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind before the execution date of this Entry Agreement shall not be binding upon either party, except to the extent it is incorporated herein.

9. Any modification of this Work Agreement or additional obligation assumed by either party in connection with this License will be binding only if evidenced in writing and signed by each party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Work Agreement as of the date first hereinabove written.

OWNER:


Michael K. Dolan, Jr., Trustee, or successors in interest, under The M & M Dolan Heritage Trust
dated July 1st, 2025

Date: 1/12/2026

CITY:


Tim DeGector, Mayor of City of Parma

Date: _____

The legal form and correctness of this Agreement is hereby approved:

Parma Law Department

By: Scott Tuma

Date: 1/27/26

2/2/26

ds

ORDINANCE NO. 15-26

BY: **KAMMY SHUMAN**
(By Request - Auditor)

AN ORDINANCE TO AMEND THE 2026 TEMPORARY
APPROPRIATIONS OF THE CITY OF PARMA, OHIO,
AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARMA, STATE OF OHIO:

Section 1. That the Auditor of the City of Parma is hereby authorized and directed to amend the 2026 temporary appropriations of the City of Parma as listed on Exhibit A, which is attached hereto and incorporated herein as though fully rewritten.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Parma, and for the further reason that this measure is necessary to ensure that sufficient unencumbered appropriations exist for expenditure for goods and services necessary for the continued operation of departments, agencies, and boards of the City of Parma, and this Ordinance shall become immediately effective upon receiving the affirmative vote of two-thirds of all members elected to Council and approval of the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

FILED WITH
THE MAYOR: _____

MAYOR, CITY OF PARMA, OHIO

City of Parma Journal Entry

Entry: 328820

Effective: 01/29/2026

Name: Amend Temporary Appropriations

User: mprok

Type: Budget Adjustment

Created: 01/29/2026

Status: Unposted

Check#	Account	Project	Grant	Account Name	Debit	Credit	Line Description
	104-104-68116-14725			2-2025 TAHOES;\$11, 781.00-2/1/26-8/1/30	11,781.00		Amend Temporary Appropriations
	001-010-62170-00000			SAFETY TOWN	3,235.96		Amend Temporary Appropriations
TOTAL:					15,016.96	0.00	

Amend Temporary Appropriations

Attachments:

Comments: