



City of Parma Heights
Council Meeting
6281 Pearl Road
Monday, March 13, 2023
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES:

- February 27, 2023 – PARMA HEIGHTS WORK SESSION
- February 27, 2023 – PARMA HEIGHTS CITY COUNCIL MEETING

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS

PUBLIC SESSION

LEGISLATION

Third Reading

1. ORDINANCE NO. 2023 – 6

AN ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO PROVIDE FOR THE PUBLICATION OF SUCH NEW MATTER; TO REPEAL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND TO DECLARE AN EMERGENCY.

Second Reading

2. ORDINANCE NO. 2023 – 10

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR A TRAFFIC ENFORCEMENT PROGRAM WITH SENSYS GATSO USA, INC., AND DECLARING AN EMERGENCY.

First Reading

3. ORDINANCE NO. 2023 – 11

AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE CASSIDY THEATRE MECHANICAL UPGRADES PROJECT, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY

4. ORDINANCE NO. 2023 – 12

AN ORDINANCE AMENDING SECTION 779.04 ENTITLED “GENERAL REQUIREMENTS” OF THE PARMA HEIGHTS CODIFIED ORDINANCES.

5. ORDINANCE NO. 2023 – 13

AN ORDINANCE AMENDING SECTION 351.15 ENTITLED “RECREATIONAL EQUIPMENT” OF THE PARMA HEIGHTS CODIFIED ORDINANCES.

6. RESOLUTION NO. 2023 – 14

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO COMPLETE ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2023 ENERGIZED COMMUNITY GRANT AND SPONSORSHIP, AND DECLARING AN EMERGENCY

7. ORDINANCE NO. 2023 – 15

AN ORDINANCE ESTABLISHING AND ENACTING SECTION 648.17 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “DOMESTIC POWER TOOLS” TO PROVIDE FOR A NEW SECTION OF THE “PEACE DISTURBANCES” CHAPTER OF THE GENERAL OFFENSES CODE, AND DECLARING AN EMERGENCY

8. ORDINANCE NO. 2023 – 16

AN ORDINANCE AMENDING SECTION 179.03 ENTITLED “EMPLOYEE BENEFITS” OF THE PARMA HEIGHTS CODIFIED ORDINANCES

9. ORDINANCE NO. 2023 - 17

AN ORDINANCE TO REPEAL SECTION 141.03 ENTITLED “TERMINATION OF EMPLOYEES WHO ATTAIN SEVENTY YEARS OF AGE” OF THE PARMA HEIGHTS CODIFIED ORDINANCES

MISCELLANEOUS BUSINESS

- **CONSIDERATION OF BIDS FOR THE NATHAN HALE PARK STORMWATER BASIN PROJECT.**

ADJOURNMENT

ORDINANCE NO. 2023 – 6

AN ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO PROVIDE FOR THE PUBLICATION OF SUCH NEW MATTER; TO REPEAL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND TO DECLARE AN EMERGENCY.

WHEREAS, American Legal Publishing Corporation has completed its most recent updating and revision of the Codified Ordinances of the City, and

WHEREAS, various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances (December 31, 2020) have been included in the Codified Ordinances of the City, and

WHEREAS, certain changes were made in the Codified Ordinances to bring City law into conformity with State law:

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

Section 1: The editing, arrangement and numbering or renumbering of the following ordinances and resolutions and parts of ordinances and resolutions are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2021-1	1-25-21	1131.01, 1131.02
2021-2	1-25-21	1133.01 to 1133.14
2021-3	1-25-21	1135.01 to 1135.10
2021-4	1-25-21	1141.01 to 1141.09
2021-5	1-25-21	1161.01
2021-6	1-25-21	1185.01 to 1185.10
2021-7	1-25-21	1195.01 to 1195.07
2021-8	2-22-21	964.01 to 964.06
2021-10	2-22-21	351.13
2021-12	3-8-21	Repeals Ch. 1186
2021-20	6-28-21	680.01 to 680.06
2021-22	7-7-21	1131.02
2021-23	7-7-21	1185.02
2021-24	7-7-21	1195.05
2021-25	8-9-21	965.11
2021-29	12-13-21	109.01 to 109.04, Exhibit A, Ward Map
2022-2	3-14-22	315.01, 315.04, 315.05, 315.06, 315.07

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2022-9	3-28-22	779.01 to 779.08, 779.99
2022-10	4-11-22	672.12
2022-20	6-27-22	678.01
2022-21	6-27-22	965.11
2022-22	7-25-22	1305.01, 1305.02, 1305.04
2022-27	7-25-22	672.01
2022-28	7-25-22	672.02
2022-29	7-25-22	672.09
2022-30	7-25-22	672.14

Section 2: The following sections of the Codified Ordinances are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

101.03, 301.185, 301.51, 303.09, 331.21, 333.03, 333.10, 335.01, 335.02, 335.04, 335.09, 337.10, 337.16, 351.055, 371.13, 371.14, 373.11, 373.12, 606.20, 606.38, 612.01, 612.07, 612.10, 620.01, 620.18, 624.01, 624.06, 624.07, 624.09, 624.12, 624.13, 624.16, 636.18, 642.03, 642.11, 642.12, 642.125, 642.14, 642.33, 648.09, 666.07, 666.08, 666.085, 666.09, 672.04, 672.07, 672.17, 672.18, 698.02

Section 3: Pursuant to R.C. § 731.23 and Sections 123.01 et seq. of the Codified Ordinances, the Clerk of Council shall post a copy of this Ordinance, together with a summary of the new matter contained in the 2022 Replacement Pages hereby approved, adopted and enacted, a copy of which summary is attached hereto as Exhibit A, for a period of not less than fifteen days in the two public places as required by law.

Section 4: All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:

- (a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to August 1, 2022.

Section 5: Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 6: This Ordinance is hereby declared to be an emergency measure immediately necessary for the public peace, health, and safety of the City, and for the further reason that it is immediately necessary to have an up-to-date codification of the legislation of the City, one which is consistent with the latest State law, where and as required by the Ohio Constitution, with which to administer the affairs of the City, ensure law and order, and avoid practical and legal entanglements; wherefore, this Ordinance, together with the 2022 Replacement Pages, shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

SUMMARY OF NEW MATTER CONTAINED IN THE 2022 REPLACEMENT PAGES FOR THE CODIFIED ORDINANCES OF PARMA HEIGHTS, OHIO

New matter in the Codified Ordinances of Parma Heights, Ohio, as contained in the 2022 Replacement Pages therefor, includes legislation regarding:

<u>Section</u>	<u>New or amended matter regarding:</u>
101.03	Rules of construction.
301.185	Definition of low-speed micromobility device.
301.51	Definition of vehicle.
303.09	Willfully leaving vehicles on private or public property.
331.21	Right-of-way of public safety or coroner's vehicle.
333.03	Maximum speed limits; assured clear distance ahead.
333.10	Operation restricted for mini-trucks and low-speed, under-speed, or utility vehicles.
335.01	Driver's or commercial driver's license required.
335.02	Possession of more than one license prohibited.
335.04	Certain acts prohibited.
335.09	Display of license plates; registration; obstructions.
337.10	Lights, emblems, and reflectors on slow-moving vehicles, farm machinery, agricultural tractors, and animal-drawn vehicles.
337.16	Number of lights permitted; red and flashing lights.
351.055	Parking prohibitions on private property; private tow-away zones.
371.13	Operation of personal delivery device on sidewalks and crosswalks.
371.14	Low-speed micromobility devices.
373.11	Operation of motorized bicycles.
373.12	Electric bicycles.
606.20	Interfering with civil rights.
606.38	Self defense: limitations on duty to retreat prior to using force.
612.01	Definitions related to alcoholic beverages.
612.07	Open container prohibited.
612.10	Conveying intoxicating liquor or cash onto grounds of detention facilities or other specified governmental facilities.
620.01	Definitions related to drugs.
620.18	Sale of dextromethorphan.
624.01	Definitions related to gambling.
624.06	Responsibility of charitable organization conducting bingo game.
624.07	Maintenance of records by charitable organizations.
624.09	Exemption for bingo games conducted for amusement.
624.12	Raffle drawings.

<u>Section</u>	<u>New or amended matter regarding:</u>
624.13	Instant bingo other than at bingo sessions.
624.16	Electronic instant bingo; prohibited conduct.
636.18	Hazing.
642.03	Degree of offense when certain property involved.
642.11	Criminal mischief.
642.12	Criminal trespass.
642.125	Aggravated trespass.
642.14	Passing bad checks.
642.33	Railroad vandalism; criminal trespass; interference with operation of train; grade crossing device vandalism.
648.09	Making false alarm.
666.07	Procuring; engagement in sexual activity for hire.
666.08	Soliciting.
666.085	Loitering to engage in solicitation.
666.09	Prostitution.
672.04	Improperly handling firearms in a motor vehicle.
672.07	License or permit to possess dangerous ordnance.
672.17	Possession of an object indistinguishable from a firearm in a school safety zone.
672.18	Concealed handgun licenses: possession of a revoked or suspended license; additional restrictions; posting of signs prohibiting possession.
698.02	Penalties for misdemeanor.

ORDINANCE NO. 2023 – 10

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR A TRAFFIC ENFORCEMENT PROGRAM WITH SENSYS GATSO USA, INC., AND DECLARING AN EMERGENCY

WHEREAS, Sensys Gatso USA, Inc. was responsive to the City’s request for proposals (RFP) to perform personal services to install and operate a traffic enforcement program, in accordance with law, pursuant to an Agreement attached as Exhibit “A”.

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 Sensys Gatso USA, Inc., in the form as 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 Sensys Gatso USA, Inc. to install and operate a traffic enforcement program in order to ensure public safety; 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

Master Services Agreement

This Master Services Agreement is made on _____, 2023 (the “Execution Date”), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 (“Sensys Gatso”) and the City of Parma Heights, Ohio, an Ohio municipal corporation with a principal business address at 6281 Pearl Road, Parma Heights, OH 44130 (the “Customer” or “City”).

WHEREAS, Customer wishes to retain the business and technology services of Sensys Gatso (the “Services”) as set forth in this Master Services Agreement (the “Agreement”) and in one or more attachments, incorporated herein by reference (each a “Service Attachment”) to facilitate the detection, issuance and/or processing of violations of one or more of Customer’s traffic law or code enforcement programs (each a “Program”); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the Services and the equipment described in a Service Attachment (“Equipment”); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary software and technology (the “System”) and associated back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a “Notice of Violation”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the date of the first Notice of Violation (the “Effective Date”) captured by the System is mailed and continue for a period of 7 years (“Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew annually for an additional year “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice declining to extend not later than sixty (60) days prior to expiration of the then-current Initial Term or an Extension Term. Except as otherwise set forth herein, Extension Terms are subject to extension pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Extension Term.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if the other party has breached its obligations under the Agreement or the applicable Service Attachment provided. In the event of a termination under this Section 1.3, the terminating party must provide sixty (60) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. The notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. However, if the nature of such default is such that it cannot reasonably be cured

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within such period, the party required to cure shall be deemed to have cured such default if within such period such party commences performance thereof and thereafter diligently prosecutes with proof the same to completion.

- 1.4. Termination by the City for Convenience. The City may terminate this Agreement at its convenience by giving Sensys Gatso not less than ninety (90) days prior written notice. If the City terminates this Agreement for convenience at any time within the first three (3) year period following the mailing of the first citation from each fixed or mobile vehicle device, then the City must pay Sensys Gatso a fee of One Thousand Five Hundred (\$1,500.00) per month per fixed location or mobile vehicle unit installed for each month remaining during said first three (3) year period (“Termination Fee”). For clarification, the three (3) year period for the Termination Fee is applicable to each fixed system or mobile speed vehicle. The Termination Fee must be paid within thirty (30) days after the Effective Date of Termination. No Termination Fee shall be imposed upon the City in the event of nonrenewal at the conclusion of the Initial Term nor upon the Extension Term.
- 1.5. Termination by Sensys Gatso due to Change in Law. Either party may terminate this Agreement or any Service Attachment by giving the other party not less than ninety (90) days’ prior written notice if (a) applicable law is amended, or a federal or state agency adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation (each of (a) and (b) is a “Change in Law”). Notwithstanding the foregoing, Sensys Gatso or Customer may, following Sensys Gatso’s notice of termination under this Section 1.4, choose to immediately suspend the Services described in such Service Attachment, upon the effective date of such Change in Law.

Notwithstanding the foregoing, Sensys Gatso shall not terminate this agreement or any service attachment due to Change in Law until (1) legal action involving the customer related to Change in Law has been resolved; or (2) in the case of a Change of Law that substantially restricts the operation of automated traffic law or code enforcement systems, but does not prohibit such systems, until the Parties have had a reasonable opportunity to confer in good faith regarding mutually acceptable amendments to this Agreement or the Services to permit the continued operations of the Services.

- 1.6. Effect of Termination or Expiration. On the termination date or on the first day after any other date of termination or expiration of this Agreement (“Effective Date of Termination”), the Services shall immediately cease. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.6 (Effect of Termination), 1.7 (Removal of Equipment), 2.1 (Service Fees), 3.7 (Storage of Violation Data), 4.2 (Cooperation), 5.3 (Indemnification Obligations), 5.6 (Applicable Law; Jurisdiction and Venue), and 5.17 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to provide customer

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service team coverage for ninety (90) days after the “Effective Date of Termination” and shall process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.

- 1.7. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period. Sensys Gatso shall be responsible for obtaining any permits required to remove equipment from appropriate agencies. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive. In the event that such Equipment is not removed within forty-five (45) days, the Customer reserves the right to remove the Equipment following notification of Sensys Gatso, with costs of such removal assessed to Sensys Gatso.

2. COMPENSATION

- 2.1. Service Fees. Customer shall pay Sensys Gatso all fees set forth in one or more Service Attachments (the “Service Fees”) within thirty (30) days of a receipt of an invoice therefore.

- 2.2. Service Fees Payment.

- 2.2.1. Invoicing. Sensys Gatso shall invoice the Customer for service fees on or before the 30th day of each month. Payment terms are thirty (30) days net from the date of invoice. Each invoice shall state the total quantity of citations paid or collected and service fees owed to Sensys Gatso. The Customer shall assist in the timely provision of a violator paid disposition file from the Parma Municipal Court to Sensys Gatso in order to properly invoice for the Service Fees.

- 2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso’s sole compensation for the Services. Sensys Gatso shall remain responsible for all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System unless otherwise set forth in this Agreement or a Service Attachment.

3. SCOPE OF SERVICES

- 3.1. Sensys Gatso Hotline. Sensys Gatso will provide customer with a dedicated “hotline” number for emergency situations. Phone calls or e-mails shall be returned by a Sensys Gatso hotline support team member within one (1) hour for all equipment and software related issues that have resulted or will result in degraded or cessation of operation. All other phone calls or e-mails shall be returned within one (1) business day.

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- 3.2. Services; System Operation. Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.11. Sensys Gatso shall notify the Customer two (2) business days prior to any scheduled downtime in writing. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users employed by the Customer, and, to the extent required to provide the Services, the general public, over the internet through supported web browsers.
- 3.3. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to other customers, Sensys Gatso will provide such upgrades without charge to Customer. This Section 3.3, shall not, however, entitle Customer to receive any additional Services or Equipment other than those described in the Service Attachment.
- 3.4. Customer Personnel Training. On days and at times agreed by the parties, Sensys Gatso will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), who has not paid a Notice of Violation in a timely manner, Sensys Gatso shall send additional notices thereafter as further described in a Service Attachment. After the issuance of the Notice of Violation, Sensys Gatso will send a file in a mutually agreed format to the Clerk of the Parma Municipal Court for the processing of these violations.
- 3.6. Payments. The City and Sensys Gatso shall make best efforts to ensure that the Parma Municipal Court ("Court") provides the registered owner or owners of a cited vehicle the following payment methods: "pay by web," "pay by telephone," and "pay by mail" for the payment of invoices issued through the System. The Court may pass through to violators any reasonable credit card convenience fees imposed upon it by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Gatso shall have no obligation for collections of payment or payment of any Credit Card Convenience fees.
- 3.7. Storage of Violation Data. Sensys Gatso will store all violation data for five (5) years after payment or final adjudication of such violation or such longer period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period.
- 3.8. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable

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federal and state laws and all NLETS requirements. Without limiting the foregoing, Sensys Gatso expressly acknowledges the restrictions imposed by Driver Privacy Protection Act and shall comply therewith.

- 3.9. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.10. System Maintenance. Repairs, Logs. Sensys Gatso shall maintain the System and shall promptly repair or replace any damaged or defective equipment at its own expense except if the damage was caused by the negligence of City personnel. Sensys Gatso will perform annual calibration of the Fixed Location units detecting speed violations on an annual basis and shall provide the City with reports showing the results of the calibration testing, confirming that the calibration is accurate. At least quarterly during the Term, the Parma Heights Police Department (“PHPD”) will verify calibration of the Fixed Location units detecting speed violations using a Sensys Gatso-supplied, GPS-enabled, speed sensor box. Sensys Gatso shall perform preventative maintenance and cleaning of System components on a regularly scheduled basis, including review, cleaning and testing of camera settings and operation, communications, and other System components. Sensys Gatso will use commercially reasonable efforts to notify the City and initiate repairs within seventy-two (72) hours after identification of any damage, defect, or material issue relating to calibration or accuracy of System equipment.
- 3.11. Public Awareness. Sensys Gatso shall, to the extent permitted by law, assist and support Customer’s efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a “Pamphlet”). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.
- 3.12.1 Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12:
- Workers’ Compensation and Employer’s Liability with limits not less than:
 - Workers’ Compensation: statutory
 - Employer’s Liability: \$500,000 ea. accident-injury
 - \$500,000 ea. employee-disease
 - \$500,000 disease-policy
 - Comprehensive General Liability with limits not less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

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This insurance shall provide that coverage applies to the state in which Customer is located.

3.12.2 Customer Vehicle Insurance. If Customer is provided a Sensys Gatso vehicle under Exhibit C to the Service Attachment (“Exhibit C”), Customer shall be responsible for motor vehicle insurance coverage for the vehicle and all installed equipment on any such vehicles driven by Customer employees or contractors. Coverage will include liability and collision damage and shall provide 100% coverage. Customer shall provide Sensys Gatso with certificates of insurance meeting the requirements in this section and in Exhibit C.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso’s principal contact (“Customer Project Manager”). Customer reserves the right to replace the employee designated as the Customer Project Manager at its discretion. In the case Customer designates a new employee as the Customer Project Manager, it will give Sensys Gatso written notice of the new employee’s name and contact information.
- 4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and to perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto. Customer will provide Sensys Gatso, at no cost, all Customer permits necessary for the System. Customer will also reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies.

Customer shall: (a) keep all Equipment and Systems in its possession free of all security interests of any kind whatsoever, including liens, encumbrances and claims; (b) take reasonable measures to protect the Equipment and Systems from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Equipment by Sensys Gatso or the manufacturer; (d) use the Equipment and the System with due care and in conformity with all applicable laws; and (e) not modify the Equipment or the System in any way.

- 4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.
- 4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the “Business Rules”). Customer will provide Sensys Gatso with at least sixty (60) days’ written notice of any proposed change to the Business Rules unless the changes requested are required by a Change in Law impacting the operation of the program. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.

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- 4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Customer agrees and authorizes that Sensys Gatso may take collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.5 and 3.6. Customer may further authorize Sensys Gatso to retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain Sensys Gatso to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.
- 4.6 Additional Collection Efforts. If a violator has not paid a citation fee within 120 days of the date of violation, Sensys Gatso shall upon direction of the City perform the additional Collections Services described in Exhibit B. In addition, upon prior written consent from the City, Sensys Gatso may also pursue one or more of the following additional collections efforts, as applicable and lawful: filing with OH DMV documentation required for registration non-renewal; and filing with DMVs of other states with which the OH DMV has reciprocal agreements, documentation required for registration non-renewal.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a) It has the independent legal authority to enter into the Agreement and any Service Attachment;
- b) The Equipment will conform with all written specifications provided by Sensys Gatso to Customer;
- c) The Equipment will conform with the intended purpose and use it was designed for;
- d) The Services described herein will be performed in a professional manner with due care and skill;
- e) It will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- f) It is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered

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by the Department of Taxation in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;

g) The only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and

h) Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person; and

i) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

A. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

B. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.1.2. Customer represents and warrants that at all times during the Term:

- a) It has the independent legal authority to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b) It has the legal right to grant the licenses set forth in Section 5.2.3; and
- c) It will establish Business Rules, and utilize the Services and the System, in compliance

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with all applicable federal, state and local laws.

5.2. Ownership; Licenses.

- 5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation (“Program Data”). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sub licensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso’s systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.
- 5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials, Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients (“Program Materials”). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sub licensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer’s internal use in connection with the Services.
- 5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sub licensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer (“Customer Marks”) solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

5.3. Indemnification Obligations.

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- 5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless the Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under, or in concert with them (the Customer Indemnitees) from and against any and all losses that may be imposed on or incurred by the Customer Indemnitees arising out of or in any way related to:
- a) Any material representation, inaccuracy, or breach of any covenant, warranty, or representation of Sensys Gatso contained in this Agreement.
 - b) Negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
 - c) Any claim, action, or demand not caused by the Customer's failure to perform its obligations under this Agreement.
- 5.3.2. Notwithstanding anything to the contrary in this Agreement, neither Sensys Gatso nor the Customer will be liable to the other, by reason or any representation or express or implied warranty, condition, or other term or any duty at common or civil law, for any lost profits or any indirect, incidental, or consequential damages however caused.
- 5.3.3. In the event any claim, action, or demand (collectively a "Claim") in respect of which the Customer seeks indemnification from Sensys Gatso, the Customer must give Sensys Gatso written notice of such Claim promptly after the Customer first becomes aware of it. Sensys Gatso will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Customer, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Customer will have the right to participate in the defense at no additional expense to Sensys Gatso.
- 5.4. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, This Agreement does not permit either Party to incur any debts or liabilities or obligations on behalf of the other Party, except only as specifically provided herein.
- 5.5. Assignment; Successors and Assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Sensys Gatso further reserves the right to use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall notify the City of such contractors, provide the City with contact information of same, and that Sensys Gatso shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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- 5.6. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction and venue in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.
- 5.7. Compliance with Laws. Sensys Gatso must provide and perform all services under this Agreement in compliance with, and Sensys Gatso agrees to be bound by, all applicable federal, State of Ohio, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*
- 5.8. Not Barred; No Collusion. Sensys Gatso hereby represents that it is not barred by law from contracting with the Customer or with any other unit of the state or local government as a result of a delinquency in the payment of any tax administered by the Ohio Department of Taxation unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or amount of the tax.
- 5.9. Disclosure of Interested Persons. Sensys Gatso hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Customer for all loss or damage that the Customer may suffer thereby, and this Agreement will be null and void, at the Customer's option.
- 5.10. Patriot Act Compliance. Sensys Gatso represents and warrants that to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity name as a Specially Designated National and Blocked Person. Sensys Gatso hereby agrees to defend, indemnify, and hold harmless the Customer, its corporate authorities, and all Customer appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses, including reasonable attorneys' fees and costs arising from or related to any breach of the foregoing representations and warranties.
- 5.11. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder to the extent due to a Force Majeure Event or the negligence or misconduct of a third party. "Force

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Majeure Event” means conditions or other circumstances, such as acts of God that: (a) were not foreseen, and could not have been reasonably foreseen, but the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delays in transportation, epidemics, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

- 5.12. Escalation Procedure. The following procedure will be followed if resolution of a conflict arising during the performance of this Agreement is required:
- 5.12.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.
 - 5.12.2. If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager identified pursuant to Section 4.1 and a designated representative of Sensys Gatso will confer to resolve the issue.
 - 5.12.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Manager and Sensys Gatso representative, a senior executive of Sensys Gatso will confer with a senior level administrator for Customer within five (5) days to resolve the issue.
 - 5.12.4. If no resolution is reached pursuant to Section 5.12.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
 - 5.12.5. During any conflict resolution as described in this Section 5.12, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to reasonably cooperate with Sensys Gatso’s provision of such services and shall pay invoices per the Agreement.
- 5.13. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications except with respect to those provisions that survive the termination or expiration thereof. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.14. Counterparts; Electronic Signature. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signature or copy of this Agreement made by reliable means (for example, photocopy, electronic signature or electronic mail) shall be considered an original.
- 5.15. Enforceability. If any term in this Agreement is found by competent judicial authority

EXHIBIT A

to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties’ rights under this Agreement.

- 5.16. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement, whether or not made in writing, will not be deemed a waiver of any subsequent instances.
- 5.17. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.
- 5.18. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Execution Date.

Agreed to:

Sensys Gatso USA, Inc.

Agreed to:

The City of Parma Heights, Ohio

By: _____
Authorized Signature

By: _____
Authorized Signature

William Braden
President
b.braden@sensysgatso.com

Name: Marie Gallo
Title: Mayor
Email: mgallo@parmaheights.us

EXHIBIT A

Date: _____

Date: _____

Attested to:

Attested to:

By: _____
Authorized Signature

By: _____
Authorized Signature

Name (type or print): _____

Name (type or print): _____

Date: _____

Date: _____

SERVICE ATTACHMENTS

School Zone Traffic and Speed Enforcement

This School Zone Traffic and Speed Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Parma Heights, Ohio (“Customer”) dated _____ (the “Agreement”).

1. SERVICE FEES

Customer shall pay to Sensys Gatso a “Per Paid Citation Fee” of thirty-six (\$36) dollars per paid citation for automated speed enforcement violations detected by a School Zone Enforcement system.

2. SCOPE OF SERVICES

- 2.1. Equipment. Sensys Gatso shall operate, and maintain, and where necessary install or replace, fixed location speed enforcement cameras (each a “Camera”) at locations mutually agreed upon by the Customer and Sensys Gatso.
- 2.2. Sensys Gatso shall provide and maintain up to two portable photo-laser speed enforcement systems (each a “Handheld Speed Enforcement Unit”) in accordance with Sensys Gatso’s standard maintenance procedures. In the event that Customer does not deploy a Handheld Speed Enforcement Unit for a period equal or greater than sixty (60) consecutive days during the school year, Sensys Gatso shall have the right, but not the obligation, to request that the Customer return that Speed Enforcement Unit to Sensys Gatso. The customer shall be obligated to deploy at least 40 hours per month.
- 2.3. Camera Installation; Camera Poles. Sensys Gatso will install up to 8 Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Customer may, alternatively, elect to install a pole as described in Section 2.3 of this Service Attachment, or Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A to this Service Attachment (each a “Camera Pole”).
- 2.4. Relocation. Customer may request to relocate a Camera during the Initial Term or any Extension Term at no cost to Customer as long as such relocation does not require the installation of a Camera Pole. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole at any time, Sensys Gatso may charge Customer a Service Fee based on the actual cost of the installation for Sensys Gatso in accordance with Section 2.2.1 of the Agreement. Upon ten (10) days prior written notice from Customer, Sensys Gatso will move a Camera to a new location identified by Customer.

- 2.5. 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs, as set forth in Section 2.8 of this Service Attachment. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation (“Warning Period”). Customer may elect to issue warning notices rather than Notices of Violation for fifteen (15) days at any location that has discontinued issuing citations due to technical performance issues for more than seventy two (72) consecutive hours.
- 2.6. Images and Data Processing. Sensys Gatso will upload encrypted violation images and embedded violation data from the Cameras and Mobile Traffic Enforcement unit to a secure Sensys Gatso server in a timely manner that ensures the System remain in proper operation at all times. Sensys Gatso will correlate images and data with motor vehicle records, and will assemble the images and data into an electronic Violation Package. Sensys Gatso shall ensure that all Violation Packages are processed through a web-based program that provides the Customer with access sufficient to enable it to review, and approve or reject, each violation before a citation is issued for any such violation. Sensys Gatso will ensure that all violation images are processed and violation package is sent to the Customer for review within four days after the violation has occurred (subject to any turn-around delay by NLETS). Sensys Gatso will ensure that the programs and software utilized are compatible with the Customer’s current computer system. Sensys Gatso will provide, and warrant, the Customer with all licenses and permissions necessary for the Customer to utilize the necessary software and any other intellectual property for the System. Sensys Gatso agrees to maintain connection with and access to the NLETS systems during the term of the Agreement including any extensions.
- 2.7. Notices of Violation. Sensys Gatso shall send a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue, by first class mail, a first Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package. The System shall allow the registered owner(s) to review the images and data related to the Notice of Violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation, information on how to contest shall be printed on the Notice of Violation. Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses familiar with the operation of the System and the Equipment, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer, as well as facilitation of filings and interactions with such courts or quasi-judicial panels.
- 2.8. Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment for all Fixed and Mobile Speed Enforcement units and shall promptly repair or replace any damaged or defective components at its own expense. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis and at the request of the Customer, including review and testing. Sensys Gatso will notify Customer in writing of any repairs within forty-eight (48) hours after Sensys Gatso identifies any material damage, defect, or other issue with respect to the Equipment. If any material damage, defect, or other issue with respect to the Equipment are reported by the Customer, Sensys Gatso will begin repairs within twenty-four (24) hours and will immediately change the status of the location to quiet mode. Sensys Gatso shall assist Customer

with quarterly verification of equipment. Customer will provide Sensys Gatso four (4) business days' notice of scheduled verification. Customer may require additional verifications of equipment at any time and shall provide Sensys Gatso with seven (7) days' notice of additional verifications. Sensys Gatso shall be responsible for providing annual calibration reports for all equipment forty-eight (48) hours prior to expiration of current calibration reports.

- 2.9. Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall be responsible for obtaining all State, County, and City permits associated with the installation of signs. Customer may elect to provide signage at the cost of the Customer without prior authorization from Sensys Gatso. If Customer elects to install additional unrequired signage, Customer will be responsible for obtaining all State, County, and City permits associated with installation.
- 2.10. Traffic Studies. If agreed in writing by Sensys Gatso and Customer, Sensys Gatso will conduct an informal traffic study for proposed enforcement locations or other purposes agreed to by the parties (each a "Traffic Study"). Any reports resulting from a Traffic Study will be considered Program Data. The Traffic Study and any resulting reports are provided "as-is" with no warranties of any kind.

3. CUSTOMER RESPONSIBILITIES

- 3.1. Review of Violations. Customer will provide sworn police officers to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. During any time Customer is utilizing emergency staffing, Customer shall have the right, in its discretion, to suspend the processing of Violation Packages without consequence to Customer. During those times, Customer will make a good faith effort to resume processing as promptly as possible under the circumstances giving rise to emergency staffing. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation. Customer shall provide Sensys Gatso written notice within twenty four (24) hours of implementing such emergency staffing. Sensys Gatso may cease processing Notices of Violation during such period of emergency staffing.
- 3.2. Customer Infrastructure. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso. Customer shall make reasonable efforts to notify Sensys Gatso of any damaged or destroyed Customer owned or controlled poles within twenty-four (24) hours of discovery of such damages or destruction.

SERVICE ATTACHMENTS

Mobile Speed Enforcement Vehicle

Portable Handheld Speed Enforcement Unit

This Mobile Traffic Enforcement Vehicle Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Parma Heights, Ohio (“Customer”) dated [REDACTED], 2023 (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

1. SERVICE FEES

1.1 Mobile Speed Vehicle. For all mobile speed vehicle systems the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- \$36 per paid violation from those captured by the mobile speed vehicle

1.2 Portable Handheld Speed Enforcement Unit. For all portable handheld speed enforcement systems, the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- \$36 per paid violation from those captured by the portable handheld speed enforcement unit

2. SCOPE of SERVICES MOBILE SPEED VEHICLE

2.1 Equipment. Sensys Gatso shall provide one Mobile Speed Vehicle (the “Vehicle”) as agreed to in Exhibit C of this Service Attachment, installed with a speed enforcement unit (each a “Mobile Speed Vehicle”) in accordance with Sensys Gatso’s standard installation and maintenance practices.

2.2 Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Mobile Unit that meets the business rules provided by Customer into an electronic package accessible through the System (each a “Violation Package”). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.

2.3 Notices of Violation. Within fifteen (15) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days

after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a “Subsequent Notice”). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer. The Customer will grant Gatso access to those records necessary in order to meet notification requirements in issuing notices.

2.4 Equipment Maintenance. Customer agrees to transport and store the Vehicle with care and at the end of the contract return to Sensys Gatso in reasonably the same condition in which it was received, except for routine wear and tear. Customer will be responsible for the charging of the batteries that power the Vehicle system.

2.5 Mobile Speed Vehicle Maintenance. Customer shall be responsible for the “normal maintenance” of the vehicle including fueling, tire pressure, oil changes and fluid levels. Sensys Gatso shall be responsible for any mechanical repairs or damage associated with the vehicle as long as it is determined not to be caused by the Customer or its agents.

2.6 Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes mobile traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer and agreed by Sensys Gatso at Customer’s expense.

3. CUSTOMER RESPONSIBILITIES

3.1 Deployment of Mobile Speed Vehicle. Customer agrees to use commercially reasonable efforts to utilize the Mobile Speed Vehicle for at least forty hours per month during the Term. In addition, Customer will download all violations detected by Mobile Speed Vehicle in a timely manner which shall in no event exceed four (4) business days following the date of violation. In the event Customer fails to comply with the provisions of this Section 3.1 with respect to the Mobile Speed Vehicle, Sensys Gatso may, at its option, remove such Mobile Speed Vehicle from the Equipment provided pursuant to this Service Attachment. If, during any two (2) consecutive months during the school year, Customer fails to utilize each Mobile Speed Vehicle for at least forty (40) hours per month, in addition to any other remedies it may have hereunder, Sensys Gatso may, at its sole discretion remove any such Mobile Speed Vehicle that has been underutilized from the Service. This shall be applicable to the school year.

3.2 Review of Violations. Customer will provide sworn police officers, community service officers or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.

4. SCOPE OF SERVICES PORTABLE HANDHELD SPEED ENFORCEMENT UNIT

4.1 Operation of Portable Speed Enforcement Units. In order to promote community safety, if the City requests that Sensys Gatso provide one or more Portable Handheld Speed Enforcement units to the City, the City agrees to: (a) utilize each Portable Handheld Speed Enforcement unit for at least forty (40) hours per month during the school year; (b) follow reasonable industry practices in the usage of Portable Speed Enforcement units; and (c) download all violations detected by the Portable Handheld Speed Enforcement units in a timely manner which

shall in no event exceed forty-eight (48) hours following detection.

4.1 If, during any two (2) consecutive months during the Term, the City fails to utilize one (1) or more Portable Handheld Speed Enforcement units for at least forty (40) hours per month, in addition to any other remedies it may have hereunder, Sensys Gatso may, at its sole discretion, remove any such Portable Handheld Speed Enforcement unit that has been underutilized from the Service. This shall be applicable to the school year

4.2 In addition, the City shall: (a) keep the Portable Handheld Speed Enforcement units free of all security interests of any kind whatsoever, including liens, encumbrances and other claims; (b) take reasonable measures to protect the Portable Handheld Speed Enforcement units from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Portable Handheld Speed Enforcement units by Sensys Gatso; (d) maintain the Portable Handheld Speed Enforcement units in good condition and repair, reasonable wear and tear excepted; (e) use the Portable Handheld Speed Enforcement units with due care to prevent injury thereto and to any person or property and in conformity with all applicable laws; and (f) not to modify the Portable Speed Enforcement units in any way. The City shall be responsible for any damage to a Portable Handheld Speed Enforcement unit incurred during the Term, other than reasonable wear and tear

EXHIBIT A
TO SERVICE ATTACHMENT
Additional Terms and Conditions
for
Installation of Camera
Poles

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 or 2.3 of this Service Attachment, the following additional terms and conditions shall apply:

- A. Obtaining Permits. Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will reasonably assist Sensys Gatso in securing necessary permits for the installation of Camera Poles, provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waiver.

- B. Installation. Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole, Sensys Gatso may charge Customer a Service Fee based on the actual cost of the installation for Sensys Gatso.

- C. Restoration of Locations. Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Service Attachment and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

EXHIBIT B

Additional Terms and Conditions for Collections Services

In consideration for the Collections Fees set forth in Section 4.5 and 4.6 of the Agreement, Sensys Gatso will perform the following Collections Services at no additional expense to the City subject to the terms of the Agreement.

1. **SCOPE OF SERVICES**

With respect to any registered owner who has not paid a citation within 120 days of the violation date (each a "Debt"), Sensys Gatso will perform the following Collection Services subject to the terms of this Exhibit B: (a) notice generation, (b) target population analysis, (c) effectiveness reports, (d) skip-tracing; (e) no name and address research, and (f) outbound calling.

- 1.1. Ownership; Authorization to Investigate and Collect Debts. The City shall maintain all right, title and ownership of the Debts. The City authorizes and appoints Sensys Gatso and its subcontractors to collect and receive for the City all sums of money due or payable to the City for the Debts and perform the services described herein. The City expressly authorizes Sensys Gatso to perform investigatory and skip tracing services in connection with the Collection Services and to use any legal means to collect the Debts. Sensys Gatso and its subcontractors shall have authority to receive payment electronically or by cash, check or money order, and shall have authority to endorse checks, drafts, money orders and other negotiable instruments which may be received in payment of the Debts.
- 1.2. Prior Collection Efforts. In the event the City attempted to collect any Debt incurred prior to the Collection Services Start Date, the City agrees to provide to Sensys Gatso all reasonable and necessary information and records it has in its control regarding each such Debt and efforts undertaken by or on behalf of the City to collect the same.
- 1.3. Notice of Debt Dispute. If the City receives notice, either orally or in writing, or otherwise becomes aware that the recipient of a citation is disputing a Debt, the City shall promptly notify Sensys Gatso in writing. If the notice of dispute is made in writing, the City shall provide Sensys Gatso with a copy thereof.

2. **LEGAL PROCESS, ATTORNEYS, AND LITIGATION**

The parties agree that filing legal process or initiating litigation is not required in connection with the Collection Services, unless the parties mutually agree to take such steps in writing. In such instances where the City authorizes litigation or legal process, the following additional terms shall apply:

- 2.1. Decision Making Authority. The parties agree that the City reserves the right to decide whether Debts shall be placed in litigation. In keeping with this authority, the City may authorize Sensys Gatso in writing to retain an attorney for the City on prescribed terms and to commence litigation in the name of the City.
- 2.2. Authority and Role of Attorney. An attorney selected by Sensys Gatso pursuant to the Agreement shall be considered the City's attorney and the conduct of the attorney shall be under the City's control. Any such attorney will not be deemed a subcontractor of Sensys Gatso. The City will provide written authorization for Sensys Gatso or its subcontractor to conduct correspondence with any such attorney and to receive Debt proceeds from the attorney on the City's behalf. The City shall make all decisions regarding litigation, garnishment, or other legal process, including but not limited to any issues pertaining to the statute of limitations. Sensys Gatso and its subcontractors shall not be responsible, or liable in any respect, for the performance of such attorney.
- 2.3. Attorneys' Fees and Costs. The attorney described in Section 2.2 of this Exhibit B shall charge a fee agreed by such attorney and the City. Either the City or Sensys Gatso may advance necessary legal costs as

allowed by law, but the City agrees to reimburse the appropriate party for any disbursements thus made to the extent that money is not recovered in an amount sufficient to cover these disbursements. When the attorney collects a Debt, in whole or in part, the attorney may deduct the agreed fee and remit the balance to Sensys Gatso. The City authorizes Sensys Gatso to deduct the agreed fee and disbursements before remitting the balance to the City.

EXHIBIT C

Transfer of Mobile Speed Vehicle Title

1. Within sixty (60) days from the City's request for a Mobile Speed Enforcement Unit pursuant to this Agreement, Sensys Gatso shall transfer title for the following Mobile Speed Vehicle(s) to the City for the Term of this Agreement:

- Make, Model, Vehicle Identification
- Number ("VIN")
- Gatso Identified
- Retail Value

2. During the Term of this Agreement, the Mobile Speed Vehicle(s) shall be owned and operated by the City. Certificates of Title for the Mobile Speed Vehicle(s) shall be transferred to and held by the City for the Term of the Agreement. Title to the Mobile Speed Vehicle(s) shall vest with the City upon delivery of the Certificates of Title and similar documentation.

3. Sensys Gatso shall retain title to and solely own the speed enforcement unit in the Mobile Speed Vehicle(s).

4. The City shall clearly and conspicuously mark on the outside of each Mobile Speed Vehicle(s) that the Mobile Speed Vehicle(s) contains a traffic law photo-monitoring device and that the Mobile Speed Vehicle(s) is the property of the City.

5. Upon the conclusion or termination of the Agreement, title in the Mobile Speed Vehicle(s) shall automatically revert back to Sensys Gatso. Within fifteen (15) days of completion or termination of the Agreement, the City shall take all reasonable and necessary steps to facilitate and complete reversion of title to Sensys Gatso, including the transfer of any Certificates of Title or similar documentation for the Mobile Speed Vehicle(s).

6. The City shall be responsible for the regular periodic maintenance of the Mobile Speed Vehicle(s) and agrees to perform such repairs and maintenance as may be reasonable and necessary from time to time.

7. Sensys Gatso shall be responsible for the mechanical repair of the speed enforcement unit that is not related to the misuse of the vehicle by the city.

8. The City shall insure the Mobile Speed Vehicle(s) under an insurance policy controlled by the City and name Sensys Gatso as an additional insured party on those policies.

ORDINANCE NO. 2023 - 11

AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE CASSIDY THEATRE MECHANICAL UPGRADES PROJECT, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY

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

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

Section 1: The expenditure of monies of this municipality for items as noted in the title, which expenditure is now estimated to exceed \$50,000.00, is authorized and directed. The expenditure shall be made from monies appropriated for such purpose.

Section 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 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 before the summer months; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

ORDINANCE NO. 2023 - 12

AN ORDINANCE AMENDING SECTION 779.04 ENTITLED “GENERAL REQUIREMENTS” OF THE PARMA HEIGHTS CODIFIED ORDINANCES

WHEREAS, the Director of Public Service is recommending that Section 779.04 of the Parma Heights Codified Ordinances be amended, in part, to prohibit the parking or storage of food trucks in residential districts; and

WHEREAS, this update to the Parma Heights Codified Ordinances regarding food trucks would allow for more efficient regulation of food truck storage; and

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

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

Section 1: That Section 779.04 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: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE S. GALLO

EXHIBIT A

779.04 GENERAL REQUIREMENTS.

(a) All Food Truck Permit holders operating in the City of Parma Heights must keep the area immediately adjacent to the Food Truck clean and must further make arrangements for disposal of all trash generated from its operation.

(b) No Food Truck Permit holder shall utilize loud speakers or other noise-making devices.

(c) No Food Truck shall be parked or stored in a residential district, unless permitted pursuant to Section 779.03, at any time.

ORDINANCE NO. 2023 - 13

AN ORDINANCE AMENDING SECTION 351.15 ENTITLED “RECREATIONAL EQUIPMENT” OF THE PARMA HEIGHTS CODIFIED ORDINANCES

WHEREAS, the Administration is recommending that Section 351.15 of the Parma Heights Codified Ordinances be amended, in part, to require recreational equipment to be stored/parked on a hard surface; and

WHEREAS, this update to the Parma Heights Codified Ordinances regarding recreational equipment would allow for more efficient regulation of recreational equipment storage; and

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

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

Section 1: That Section 351.15 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: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE S. GALLO

EXHIBIT A

351.15 RECREATIONAL EQUIPMENT.

(a) Definition. As used in this section “recreational equipment” means and includes the following:

- (1) “Travel trailer” which means a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation uses, permanently identified “travel trailer” by the manufacturer;
- (2) “Pickup camper” which means a structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational and vacation uses;
- (3) “Motorized home” which means a portable dwelling designed and constructed as an integral part of a self-propelled vehicle;
- (4) “Folding tent trailer” which means a canvas folding structure, mounted on wheels and designed for travel and vacation uses; and
- (5) “Boats” and “boat trailers” which mean and include boats, floats and rafts, plus the normal equipment to transport the same on the streets and highways.

(Ord. 1970-20. Passed 2-9-70.)

(b) Regulations. No person shall park or store recreational equipment on any street or highway or public or private property within the City except as hereinafter provided. Any owner of recreational equipment may park or store such equipment on property owned by him or her in accordance with the following conditions:

(1) Recreational equipment parked or stored shall not have fixed connections to electricity, water, gas or sanitary sewer facilitates except to provide heat for the protection of the recreational equipment, and at no time shall such recreational equipment be used for living or housekeeping purposes.

(2) Recreational equipment parked or being stored shall be required to be parked on a paved surface. Paved surface for this purpose shall be concrete and/or asphalt. This paved surface requirement shall not be satisfied by gravel or stone in lieu of or in the absence of said required paved surfaces.

~~(2)~~(3) If camping and recreational equipment is parked or stored outside of a garage, it shall only be parked or stored to the rear of the front building line of the main residence; said equipment shall not be parked or stored in the side yard and/or front yard nor in the driveway thereof. For purposes of this section, attached garages and porches extending forward of the main residence shall not be considered as part of the main residence. ~~The setback requirement of the side or rear yard shall be a minimum of three feet.~~

~~(3)~~(4) Notwithstanding the provisions of division (b)(~~2~~) of this section, camping and recreational equipment may be parked anywhere on the premises for loading or unloading

purposes for a period of not more than 48 hours. Recreational equipment parked or stored on private property for more than forty-eight (48) hours must comply with location and other requirements of division (b) of this section.

~~(4)~~(5) All recreational equipment must be kept in good repair and carry a current year's license and/or registration.

(Ord. 1999-30. Passed 11-8-99.)

RESOLUTION NO. 2023 – 14

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO COMPLETE ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2023 ENERGIZED COMMUNITY GRANT AND SPONSORSHIP, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights, Ohio (the “City”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2023 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City wishes to enter into a Grant Agreement with NOPEC, Inc. in the form attached to this Resolution to receive one or more NOPEC Grant(s) for 2023, including NOPEC’s announcement of an award to the City in the amount of \$52,880.00 and up to \$3,500.00 in Community Sponsorship monies.

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

Section 1: The Administration is authorized and directed to execute an NEC Grant(s) Agreement for 2023 with NOPEC on behalf of the City of Parma Heights, Ohio in accordance with Exhibit “A”, attached hereto and made a part hereof by reference as if fully rewritten, and to complete all actions necessary to accept and expend the awards.

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 this Council and of any of its Committees comprised of a majority of the members of that Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the City, and for further reason it is necessary to accept the NEC Funds to finance eligible efficiency and/or energy infrastructure projects in a timely fashion; wherefore, this Resolution shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

NOPEC 2023 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 2023 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 2023 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 disbursements for qualified use in accordance with the program policies must be submitted by November 30, 2025. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2023 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, 2023, and shall expire on December 31, 2023, 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:

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

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

ORDINANCE NO. 2023 – 15

AN ORDINANCE ESTABLISHING AND ENACTING SECTION 648.17 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “DOMESTIC POWER TOOLS” TO PROVIDE FOR A NEW SECTION OF THE “PEACE DISTURBANCES” CHAPTER OF THE GENERAL OFFENSES CODE, AND DECLARING AN EMERGENCY

WHEREAS, current code regulations do not restrict the hours of operation that domestic power tools can be used within the City of Parma Heights. The noise of domestic power tools, including, but not limited to, lawn mowers jeopardize the peaceful enjoyment of residents; and

WHEREAS, Chapter 648 of the Codified Ordinances governs various peace disturbances; and

WHEREAS, it is the desire of this Administration and Council to establish and enact regulations of domestic power tools under Section 648.17 of the Codified Ordinances in order to protect the health, safety, and welfare of the City of Parma Heights and its residents.

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

Section 1. This Council does hereby establish and enact Section 648.17, entitled, “Domestic Power Tools” of the General Offenses Code, which reads in its entirety as set forth in “Exhibit A” and which is attached to this Ordinance and incorporated by reference as if fully rewritten herein.

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

648.17 DOMESTIC POWER TOOLS.

- (a) No person shall operate or permit the operation of any domestic power tools used outdoors in residential areas between the hours of 9:00 P.M. and 7:00 A.M. the following day so as to cause a noise disturbance across a residential real property boundary; powered snow removal equipment is included except during a snow emergency within the City.
- (b) No person shall operate or permit the operation of powered model vehicles so as to create a noise disturbance across a residential real property boundary or in a public space between the hours of 9:00 P.M. and 7:00 A.M. the following day.
- (c) During the restricted hours, maximum sound levels in a residential area shall not exceed eighty (80) dBA measured at a distance of fifty feet from any point on the path of the vehicle or other noise source. Further, maximum sound levels shall not exceed reasonable standards utilizing any means of detection set forth in Section 648.16 of these Codified Ordinances.
- (d) Whoever violates any provisions of this section is guilty of a minor misdemeanor, unless the violation is made willfully and knowingly, in which case the offender is guilty of a misdemeanor of the fourth degree. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.
- (e) For the purposes of this section, "Domestic power tools" means power tools or equipment used for home or building repair, maintenance, alteration, or other home manual arts projects, including but not limited to powered hand tools, lawn mowers, garden equipment, and commercial grade tools.

ORDINANCE NO. 2023 - 16

AN ORDINANCE AMENDING SECTION 179.03 ENTITLED “EMPLOYEE BENEFITS” OF THE PARMA HEIGHTS CODIFIED ORDINANCES

WHEREAS, the Administration is recommending that Section 179.03 of the Parma Heights Codified Ordinances be amended, in part, to revise certain portions of the section and allow for the observation of Juneteenth as a holiday; and

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

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

Section 1: That Section 179.03 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: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE S. GALLO

EXHIBIT A

179.03 EMPLOYEE BENEFITS.

(a) Medical Insurance. Each non-aligned full-time employee, after one month of such full-time service, shall be entitled to health insurance provided by the City. Health benefit plan design, coverage options and employee cost of participation shall be determined annually and such conditions to be outlined in a Health Benefit Summary document to be provided to employee at the inception of each benefit year.

(Ord.2001-7. Passed 2-26-01; Ord. 2001-28. Passed 9-10-01; Ord. 2012-37. Passed 8-6-12; Ord.2013-5. Passed 2-25-13.)

(b) Group Life Insurance. Each regular full-time employee shall, after one year of such full-time service, be entitled to fully paid group life insurance in the amount of twenty-five thousand dollars (\$25,000).

(Ord. 1991-28. Passed 8-12-91; Ord. 2012-37. Passed 8-6-12; Ord. 2013-5. Passed 2-25-13.)

(c) Part-Time Employees. Elected officials, part-time directors and other part-time employees of the City may, at their option, elect to participate in the City's medical and/or group life insurance programs. In the event of such election and after six months of such part-time services, as it affects the medical insurance program, and one year of such services, as it affects the group life insurance program, the elected official, part-time director or other part-time employee will have his monthly or biweekly pay reduced by the amount of the applicable premium necessary for proper coverage in the elected insurance program. Where such monthly or biweekly payroll payment is insufficient to cover the cost of such insurance premium, the part-time employee will be required to make the required monthly premium payment, in cash, to keep the insurance in effect.

(Ord. 1983-29. Passed 10-11-83; Ord. 2013-5. Passed 2-25-13.)

(d) Sick Leave.

(1) Each regular full-time employee, including civilian employees in the Departments of Police and Fire, shall be entitled to 4.6 hours of sick leave for every 80 hours of regularly scheduled employment. Unused sick leave shall be cumulative up to a total of 1,750 hours for employees working eight-hour days, and up to 1,531 for employees working seven-hour days. Sick leave accrued under prior ordinances shall remain in effect and sick leave days accrued as of December 31, 1981, shall be converted to hours by taking the sick leave days accrued and multiplying such figure by the number of hours in such employee's regularly scheduled work day. Payment for sick leave, at the rate of one hour per every hour of sick leave absence, shall be made only when approved by the Director of Personnel, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave, and, in the case of sick leave absence in excess of one day, who shall require certification as to the nature of the illness or injury from the employee's physician or the Police Surgeon.

(2) An absence due to a service connected injury will not be charged against an employee's accumulated sick leave so long as it does not exceed the employee's attending physician's and/or Police Surgeon's prognosis as to the employee's ability to return to employment. Once an employee has returned to assume normal duties, following absence due to a service connected injury, subsequent absences, alleged as being due to the service connected injury, will be charged against the employee's accumulated sick leave, unless excused by the employee's attending physician's and/or Police Surgeon's certificate. In case of a disagreement between physicians, the certification of a third physician will be required.

(3) At the time of retirement from active duty with the City or death of the employee, the employee, or the employee's estate, will be paid in cash for sixty percent of the value of his or her accrued, but unused, sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be sixty percent of 1,200 hours for employees working eight-hour days and sixty percent of 1,050 hours for employees working seven-hour days. The formula for computation shall be:

(a) In the case of employees working eight-hour days:

$$\frac{\text{annual rate} \times (\text{accumulated hours} \times .60)}{2,080}$$

(b) In the case of employees working seven-hour days:

$$\frac{\text{annual rate} \times (\text{accumulated hours} \times .60)}{1,820}$$

NOTE: Annual rate of pay used in above unused sick time payment calculations is based on the total of the base salary and longevity pay only.

(4) City employees shall be paid an incentive for conservation of annual sick leave allowances as follows:

(a) In the case of employees working eight-hour days:

Unused Sick Leave Hours	Incentive Payment (hrs.)
120	30
112	28
104	26
96	24
88	22
80	20
72	18
64	16
56	14

48	12
40	10
Less than 40	-0-

(b) In the case of employees working seven and one-half hour days:

Unused Sick Leave Hours	Incentive Payment (hrs.)
113	30
105	28
98	26
90	24
83	22
75	20
68	18
60	16
53	14
45	12
38	10
Less than 38	-0-

(c) In the case of employees working seven-hour days:

Unused Sick Leave Hours	Incentive Payment (hrs.)
105	30
98	28
91	26
84	24
77	22
70	20
63	18
56	16
49	14

42	12
35	10
Less than 35	-0-

(5) The equivalent hourly rate to be paid will be that in effect as of December 31 in the year in which the sick leave days are accumulated. Payment shall be made concurrently with the second payroll of February following the year in which sick leave days were accumulated. Such incentive payment will in no way diminish an employee's sick leave accumulation.

(6) Effective, January 1, 2024, all paid incentive for conservation of annual sick leave allowances shall be discontinued for all non-aligned employees, and Divisions 179.03(d)(4) and 179.03(d)(5) shall be repealed.

(Ord. 1994-47. Passed 10-1 1-94; Ord. 1997-20. Passed 6-23-97; Old. 2013-5. Passed 2-25-13.)

(e) Funeral Attendance. An employee may use a portion of his or her accumulated sick leave for funeral arrangements and services for his or her spouse, child, parents, mother-in-law, father-in-law, grandparents, grandparents-in-law, sister, brother, sister-in-law or brother-in-law, grandchildren, step-parent, step-sister, step-brother, aunt, uncle, cousin, niece and nephew.

(Ord 1991-28. Passed 8-12-91; Ord. 2013-5. Passed 2-25-13.)

(f) Vacations.

(1) All full-time employees will be credited with their unused earned vacation balances beginning on January 1, 2020.

(2) Effective January 1, 2020, vacation leave for all full-time employees shall be computed on the full-time months actually employed. The rate that vacation leave accrues shall depend upon the number of years of total service for the City as a full-time employee. The employee's vacation leave shall accrue at the rate indicated in the following schedule:

Total Years of Service	Accrual Rate per Month	Vacation Days per Year	Maximum Accrual
0 up to 4	6.666 hours (80 base)	10 working days	160 hours (80 base)
	5.833 hours (70 base)		140 hours (70 base)
5 up to 11	10.000 hours (80 base)	15 working days	200 hours (80 base)
	8.750 hours (70 base)		185 hours (70 base)

12 up to 20	13.333 hours (80 base)	20 working days	240 hours (80 base)
	11.666 hours (70 base)		220 hours (70 base)
21 up to 23	16.666 hours (80 base)	25 working days	280 hours (80 base)
	14.583 hours (70 base)		255 hours (70 base)
24 or more	20.000 hours (80 base)	30 working days	320 hours (80 base)
	17.500 hours (70 base)		290 hours (70 base)

(3) Vacation time earned during the first calendar month of full-time employment shall be prorated based on the amount of vacation contained in the schedule above to reflect service time from the date of full-time employment to end of the first calendar month. Vacation time earned during the final calendar month year of full-time employment shall be prorated based on the amount of vacation contained in the schedule above to reflect service time from the first day of the calendar month to the final date of full-time employment.

(4) Full-time employees may accumulate a maximum amount of their annual vacation accrued plus eighty hours (seventy hours for employees working thirty-five hours per week), effective January 1, 2020. All vacation hours that exceed the allowable maximum accrual at the end of each pay period will expire without compensation.

(5) A full-time employee who is reemployed or rehired by the City upon retirement will not be paid for any earned and unused accumulated vacation. The employee will continue to accrue vacation and retain his or her unused accumulated vacation time and continue to earn vacation based on the schedule in subsection (a) above, not to exceed four weeks (twenty work days) per year.

(6) Full-time employees terminating employment due to voluntary resignation or retirement shall be paid all earned and unused vacation time.

(7) In the case of death of any full-time employee, the earned and unused vacation time shall be paid to the employee's estate.

(8) Full-time employees who have concluded twenty-one continuous years of service may, at his or her option, bank not more than two weeks per year, up to a maximum amount of nine weeks. Full-time employees may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter bank additional hours after the nine weeks have been utilized.

(9) In lieu of banking vacation time, an employee who has concluded twenty-one continuous years of service may turn in for annual payment not more than two weeks per year, up to a maximum amount of nine weeks. The Mayor and Finance Director must approve this

intent no later than November 1 of the calendar year in which payment is requested. Such payment shall be made on the last pay of the calendar year in which payment is requested.

(g) Holidays. Each regular full-time employee of the City who has served at least thirty days of service prior to any holiday hereinafter set forth and who has worked or been on vacation during his regularly scheduled work days immediately preceding and succeeding such holiday, shall be entitled to the following twelve legal holidays with pay at the employee's normal hourly rate of pay for each of such holidays:

- (1) The first day of January, known as New Year's Day;
- (2) The third Monday in January, known as Martin Luther King Day;
- (3) The third Monday in February, known as Washington-Lincoln or Presidents' Day;
- (4) Decoration or Memorial Day (date of observance as established by State Legislature);
- (5) The nineteenth day of June, known as Juneteenth;
- ~~(56)~~ The fourth day of July, known as Independence Day;
- ~~(67)~~ The first Monday in September, known as Labor Day;
- ~~(78)~~ The second Monday in October, known as Columbus Day;
- ~~(89)~~ The eleventh day of November, known as Veterans' Day;
- ~~(910)~~ The fourth Thursday in November, known as Thanksgiving Day;
- ~~(1011)~~ The twenty fifth day of December, known as Christmas Day;

~~(1112)~~ A floating holiday to be taken on a day of the employee's choice subject to approval of departmental supervision; and

~~(1213)~~ The employee's birthday.

All part-time employees and full-time employees of the City with less than thirty days of service with the City shall be entitled to the aforesaid holidays without pay.

The City, in response to certain reductions in the workweek hours for the City firefighters, does hereby agree to grant each full-time non-aligned employee the following additional three holidays:

The fourth Friday of November, known as the day after Thanksgiving;

The twenty-fourth day of December, known as Christmas Eve Day; and

Effective January 1, 2001, a floating holiday to be taken on a day of the employee's choice, subject to approval of departmental supervision.

(Ord. 1991-28. Passed 8-12-91; Ord. 2000-52. Passed 11-27-00; Ord. 2013-5. Passed 2-25-13.)

(h) Longevity Pay. Additional compensation for continuous full-time employment, which shall be entitled longevity pay, shall be paid for each calendar year on the first pay period in December of each year. The rate of longevity pay to which an employee shall be entitled in any calendar year shall be computed in accordance with the following schedule:

Years of Continuous, Full-Time Employment Completed as of the Anniversary Date of Employment	Rate of Longevity Pay Per Month
0-4	\$-0-
5	20.83
10	41.66
15	62.50
20	83.33
25	104.16
30	125.00

The amount of longevity pay to which an employee is entitled in a calendar year shall be computed by multiplying the number of months in the calendar year preceding and subsequent to his or her anniversary date of employment in that year by the applicable rate or rates of monthly longevity pay based upon the number of years of continuous full-time employment completed in that year, as determined in accordance with the above schedule.

In each calendar year, the anniversary date of employment shall be the first day of the month in which the employee commenced his continuous, full-time employment with the City. In calculating the length of an employee's continuous employment, full-time service in all departments of the City shall be included.

(1) Non-aligned employees listed within this Chapter hired after November 1, 2021 shall not be entitled to receive longevity pay under Division 179.03(h).

(2) No Director is eligible for longevity pay under Division 179.03(h).

(Ord. 2013-5. Passed 2-25-13.)

(i) Jury Duty Compensation. Each regular full time employee shall, if called for jury duty, receive his regular compensation during the time spent in the capacity as a juror less the amount paid to him by the court for such duty as a juror.

(Ord. 1983-29. Passed 10-11-83; Ord. 2013-5. Passed 2-25-13; Ord. 2020-6. Passed 3-9-20.)

ORDINANCE NO. 2023 - 17

AN ORDINANCE TO REPEAL SECTION 141.03 ENTITLED “TERMINATION OF EMPLOYEES WHO ATTAIN SEVENTY YEARS OF AGE” OF THE PARMA HEIGHTS CODIFIED ORDINANCES

WHEREAS, the Administration is recommending that Section 141.03 of the Parma Heights Codified Ordinances be repealed; and

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

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

Section 1: That Section 141.03 entitled “Termination of Employees Who Attain Seventy Years of Age” of the Codified Ordinances, as it has heretofore existed, is hereby repealed, and as repealed, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

141.03 ~~(REPEALED) TERMINATION OF EMPLOYEES WHO ATTAIN SEVENTY YEARS OF AGE.~~

~~—(a) The Mayor shall, as of December 31 of any year, terminate the employment of any Municipal employee, except elected officials, part-time employees and administrative employees, who have attained the age of seventy years.~~

~~—(b) Any employee who has attained the age of seventy years on the effective date of this section (Ordinance 1979-45, passed September 24, 1979) shall not be terminated until he or she attains the age of seventy-one years, unless such employee is not physically or mentally competent to perform the duties of the particular position which he or she occupies.~~

~~—(c) Any such employee who has reached the age of seventy or more on the effective date of this section (Ordinance 1979-45, passed September 24, 1979) shall be required to present a certification prior to December 31 by a physician licensed to practice in the State, which physician is mutually acceptable to the employee and the City, certifying that the member is physically and mentally competent to perform the duties of the particular position which he or she occupies.~~

~~(Ord. 1979-45. Passed 9-24-79.)~~