



City of Parma Heights
Council Meeting
6281 Pearl Road
Monday, December 9, 2024
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: NOVEMBER 25, 2024 – CITY COUNCIL MEETING

REPORTS FROM MAYOR AND DIRECTORS

**COMMUNICATIONS: SAMMYS 42ND TAVERN LLC, 6249 PEARL RD.,
PARMA HGTS, OH 44130**

**SHOWDOWN BILLIARDS LLC, 6887 W 130TH ST.,
PARMA HEIGHTS, OH 44130**

PUBLIC SESSION

MISCELLANEOUS BUSINESS

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

LEGISLATION:

Third Reading

- 1) **ORDINANCE NO. 2024 - 65**
AN ORDINANCE AMENDING CHAPTER 1189 ENTITLED “~~REGISTRATION REQUIRED COMMUNITY RESIDENTIAL FACILITIES~~” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED
- 2) **ORDINANCE NO. 2024 - 66**
AN ORDINANCE AMENDING CHAPTER 1191 ENTITLED “TYPE B FAMILY DAY-CARE HOMES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED
- 3) **ORDINANCE NO. 2024 – 81**
AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ESTABLISH AN OPT-IN NATURAL GAS PROGRAM PURSUANT TO SECTION 4929.27(A)(1) OF THE OHIO REVISED CODE, JOINTLY THROUGH NOPEC AS A NOPEC MEMBER, AND DECLARING AN EMERGENCY
- 4) **ORDINANCE NO. 2024 – 82**
AN ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC OPT-IN GAS AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN OPT-IN GAS AGGREGATION PROGRAM AS A NOPEC MEMBER, AND DECLARING AN EMERGENCY

- 5) **ORDINANCE NO. 2024 - 83**
AN ORDINANCE AMENDING AND ENACTING CHAPTER 743 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, "FROZEN DESSERT PEDDLERS" TO PROVIDE FOR A REVISED CHAPTER OF THE BUSINESS REGULATION CODE
- 6) **ORDINANCE NO. 2024 – 86**
AN ORDINANCE TO ESTABLISH APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO DURING THE PERIOD OF JANUARY 1, 2025 TO AND INCLUDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY
- First Reading
- 7) **ORDINANCE NO. 2024 – 92**
AN ORDINANCE AMENDING VARIOUS CHAPTERS OF THE ADMINISTRATIVE CODE WITHIN THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY
- 8) **RESOLUTION NO. 2024 - 93**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET
- 9) **RESOLUTION NO. 2024 – 94**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR THE MANAGEMENT OF THE CASSIDY THEATRE WITH CASSIDY THEATRE, INC. AN OHIO NOT FOR PROFIT CORPORATION, AND DECLARING AN EMERGENCY
- 10) **RESOLUTION NO. 2024 - 95**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO CONSENT TO THE MATERIAL TERMS OF THE HENRY SCHEIN SETTLEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE ADMINISTRATION TO EXECUTE A SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE HENRY SCHEIN SETTLEMENT, AND DECLARING AN EMERGENCY
- 11) **RESOLUTION NO. 2024 - 96**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO CONSENT TO THE MATERIAL TERMS OF THE TARGET SETTLEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE ADMINISTRATION TO EXECUTE A SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE TARGET SETTLEMENT, AND DECLARING AN EMERGENCY
- 12) **ORDINANCE NO. 2024 - 97**
AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2024 TO AND INCLUDING DECEMBER 31, 2024, REPEALING ORDINANCE 2024-35, AND DECLARING AN EMERGENCY

ADJOURNMENT

RECEIVED
NOV 25 REC'D
COUNCIL OFFICE

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
8808 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2380 FAX(614)644-3166

TO

7699908		TRFO	SAMMYS 42ND TAVERN LLC	
PERMIT NUMBER		TYPE	6249 PEARL RD	
10	01	2023		
ISSUE DATE		PARMA HGTS OH 44130		
11	15	2024		
FILING DATE				
D5	D6	PERMIT CLASSES		
18	473	C	F32421	
TAX DISTRICT			RECEIPT NO.	

FROM 11/19/2024

66559870005			PSG ENTERPRISES LLC	
PERMIT NUMBER		TYPE	DBA THE TAVERN ON 42	
10	01	2023		
ISSUE DATE		6249 PEARL RD		
11	15	2024		
FILING DATE		PARMA HGTS OH 44130		
D5	D6	PERMIT CLASSES		
18	473			
TAX DISTRICT			RECEIPT NO.	



MAILED 11/19/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/20/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES

C TRFO 7699908

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

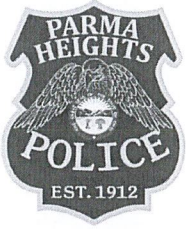
PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

- (Title)- Clerk of County Commissioner
 Clerk of City Council
 Township Fiscal Officer

(Date)

CLERK OF PARMA HGTS CITY COUNCIL
6281 PEARL RD
PARMA HEIGHTS OHIO 44130



City of Parma Heights, Ohio
Parma Heights Police Department
Office of Chief Tanya Czack



440-253-2878

6184 Pearl Road, Parma Heights Oh 44130

440-885-3889 FAX

December 5, 2024

Mr. Tom Rounds
Council President
City of Parma Heights
6281 Pearl Road
Parma Heights, Ohio 44130

RE: Liquor Permit, From #665598870005 to #7699908

Dear Councilman Rounds,

An investigation and records check of the listed stockholder provided by the Ohio Department of Commerce, Division of Liquor Control in regards to a transfer of an existing license, PSG ENTERPRISES LLC. DBA THE TAVERN ON 42 6249 Pearl Road, Parma Heights OH 44130 to SAMMYS 42ND TAVERN LLC. 6249 Pearl Road, Parma Heights, Ohio 44130 has been completed. The Parma Heights Police Department is offering no objections to this application. The name(s) associated with this permit are Madelina Teresa Gumina. The address is 6249 Pearl Road, Parma Heights, Ohio 44130.

Sincerely,

Tanya Czack
Chief of Police

RECEIVED
NOV 25 REC
COUNCIL OFFICE

NOTICE TO LEGISLATIVE
AUTHORITY

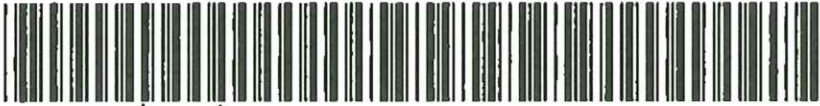
OHIO DIVISION OF LIQUOR CONTROL
6808 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2380 FAX(614)644-3168

TO

8112222		NEW		SHOWDOWN BILLIARDS LLC	
PERMIT NUMBER		TYPE		6887 W 130TH ST	
ISSUE DATE				PARMA HEIGHTS OH 44130	
10 23 2024					
FILING DATE					
D2 D3					
PERMIT CLASSES					
18	473	C	E32305		
TAX DISTRICT			RECEIPT NO.		

FROM 11/06/2024

PERMIT NUMBER		TYPE			
ISSUE DATE					
FILING DATE					
PERMIT CLASSES					
TAX DISTRICT			RECEIPT NO.		



11/21/2024

12/21/2024

MAILED

RESPONSES MUST BE POSTMARKED NO LATER THAN.

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C NEW 8112222

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF PARMA HGTS CITY COUNCIL
6281 PEARL RD
PARMA HEIGHTS OHIO 44130**



City of Parma Heights, Ohio
Parma Heights Police Department
Office of Chief Tanya Czack



440-884-1235

6184 Pearl Road, Parma Heights Oh 44130

440-842-1029 FAX

December 5, 2024

Mr. Tom Rounds
Council President
City of Parma Heights
6281 Pearl Road
Parma Heights, Ohio 44130

RE: Liquor Permit #8112222

Dear Councilman Rounds,

An investigation and records check of the listed stockholder provided by the Ohio Department of Commerce, Division of Liquor Control in regards to Liquor License #8112222 has been completed. The Parma Heights Police Department is offering no objections to this application. The application is for the issuance of a permit for SHOWDOWN BILLIARDS LLC. The name(s) associated with this permit are Edwin Nunez and Carmen Nunez. The address is 6887 W 130th Street, Parma Heights, Ohio 44130.

Sincerely,

Tanya Czack
Chief of Police

ORDINANCE NO. 2024 - 65

AN ORDINANCE AMENDING CHAPTER 1189 ENTITLED “~~REGISTRATION~~ REQUIRED COMMUNITY RESIDENTIAL FACILITIES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED

WHEREAS, the Director of Public Service and Chief Building Official are recommending that Chapter 1189 of the Parma Heights Codified Ordinances be amended; and

WHEREAS, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of this amended Ordinance in order to regulate Community Residential Facilities within the City of Parma Heights, Ohio; and

WHEREAS, pursuant to the Parma Heights Codified Ordinances, this Council has conducted a public hearing regarding this amended Ordinance; and

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

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

Section 1: That Chapter 1189 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

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

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

PASSED: _____ PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____ MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 1189

Community Residential Facilities

1189.01 Purposes.

1189.02 Definitions.

1189.03 Conditions for establishment.

1189.04 Registration required.

1189.05 Change of use.

1189.06 Revocation or termination of approval.

CROSS REFERENCES

Adult foster care facilities - see Ohio R.C. 5103.30 et seq.

Type B family day-care homes - see P. & Z. Ch. 1191

Regional Dwelling House Code - see BLDG. Ch. 1301

1189.01 PURPOSES.

The guidelines of this chapter were adopted for the purpose of evaluating applicants for special use permits relative to community residential facilities.

(Ord. 1986-56. Passed 10-27-86.)

1189.02 DEFINITIONS.

As used in this chapter:

(a) "Community residential facility" means a dwelling unit that has been licensed or certified under the laws of the State or Federal government, in which dwelling unit live three or more people who need and receive personal assistance and/or supervision in order to live successfully in the community. "Community residential facility" includes, but is not limited to, homes licensed by the Ohio Department of Developmental Disabilities ~~State Departments of Mental Health, Mental Retardation and Developmental Disabilities~~, and the Ohio Department of Health, and Human Services and the U.S. Department of Veterans Affairs ~~Federal Veterans Administration~~.

(b) "Family home" means a community residential facility in which at least three but not more than eight people who need personal assistance and/or supervision live, and which otherwise qualifies as a single-family dwelling under these Codified Ordinances.

(c) "Group home" means a community residential facility in which at least nine but not more than nineteen people who need personal assistance and/ or supervision live, and which otherwise qualifies as a multifamily dwelling under these Codified Ordinances.

(Ord 1986-56. Passed 10-27-86.)

1189.03 CONDITIONS FOR ESTABLISHMENT.

The ~~Department of Public Safety Planning Commission~~ may permit a community residential facility in the appropriate zoning district, provided that:

(a) No community residential facility may be located within a one-quarter mile radius of any existing community residential facility.

(b) The facility has registered with the Director of Public ~~Safety Service~~ prior to the beginning of operation and annually thereafter, provides a copy of its current license or certificate and states the maximum number of residents of the facility.

(c) The facility has provided assurances that persons in the following categories shall not be admitted as residents:

(1) Persons discharged within the last ten years from a penal or correctional facility, or from the custody of the Ohio Department of Youth Services;

(2) Persons under probation, parole or conditional release during the time of residence;

(3) Persons discharged from any facility after being found incompetent to stand trial or not guilty by reason of insanity;

(4) Persons being treated for drug abuse or primarily for alcohol abuse; or

(5) Persons who cannot function adequately in a community setting and/ or who constitute a reasonably foreseeable danger to the community.

(Ord. 1986-56. Passed 10-27-86.)

1189.04 REGISTRATION REQUIRED.

(a) All community residential facilities shall register with the Director of Public ~~Safety Service~~ prior to beginning operation and annually thereafter.

(b) All community residential facilities must meet all licensing and certification requirements of the City and of the appropriate State or County certifying agencies.

Certification and licensing documentation must be provided to the Department of Public Safety prior to beginning operation and annually thereafter. Registration must be done by January 1 annually with the Department of Public Safety.

~~(b)~~ (c) In order to register as a community residential facility, the operator or the operator's designee shall:

- (1) Provide a copy of all its current, valid licenses or certificates to operate the facility pursuant to the Ohio Revised Code and other applicable laws;
- (2) Provide a copy of its certificate of a continuing policy of general liability insurance in an amount of at least one million dollars which includes coverage for individuals' losses due to theft or property damage, as required by the Ohio Revised Code, the Ohio Administrative Code, and other applicable laws;
- (3) State the location of the facility;
- (4) State the maximum number of residents of the facility; and
- (5) Pay a registration fee of ~~one~~ two hundred dollars (~~\$100.00~~ \$200.00). Such registration fee may be waived for not-for-profit operators.

~~(c)~~(d) All community residential facilities which are in operation on the effective date of this chapter (Ordinance 1986-56, passed October 27, 1986) shall be permitted following registration, regardless of the distance between facilities.

(e) The operator or the operator's designee must immediately provide written updates to the City regarding any changes to the information included in the registration for the community residential facility.

(Ord. 1986-56. Passed 10-27-86.)

1189.05 CHANGE OF USE.

Occupancy as a Community Residential Facility ~~family home~~ shall not be considered as a change of use in a building which has been used for residential purposes immediately prior to use as a Community Residential Facility ~~family home~~.

(Ord. 1986-56. Passed 10-27-86.)

1189.06 REVOCATION OR TERMINATION OF APPROVAL.

The Director of Public Safety Service may revoke or terminate any previously granted approval of a community residential facility where, upon the basis of evidence presented, after notice and hearing, he or she determines that there has been noncompliance with the conditions of approval and regulations set forth in this chapter or that there has been noncompliance with City, State and/or Federal codes.

Any approval of the community residential facility, as provided in this chapter, shall be automatically revoked or terminated upon the revocation or termination of any license, approval or certificate by any County, State or Federal agency.

(Ord. 1986-56. Passed 10-27-86.)

ORDINANCE NO. 2024 - 66

AN ORDINANCE AMENDING CHAPTER 1191 ENTITLED “TYPE B FAMILY DAY-CARE HOMES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED

WHEREAS, the Director of Public Service and Chief Building Official are recommending that Chapter 1191 of the Parma Heights Codified Ordinances be amended; and

WHEREAS, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of this amended Ordinance in order to regulate Type B Family Day-Care Homes within the City of Parma Heights, Ohio; and

WHEREAS, pursuant to the Parma Heights Codified Ordinances, this Council has conducted a public hearing regarding this amended Ordinance; and

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

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

Section 1: That Chapter 1191 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

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

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

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 1191

Type B Family Day-Care Homes

- 1191.01 Purposes.
- 1191.02 Definitions. ~~Type B family day-care home defined.~~
- 1191.03 Conditions for establishment.
- 1191.04 Registration required.
- 1191.05 Change of use.
- 1191.06 Renewal of Certificate of Registration.
- 1191.07~~6~~ Revocation or termination of approval.
- 1191.08~~7~~ Hours of operation.
- 1191.09 Inspections and compliance.
- 1191.99 Penalty.

CROSS REFERENCES

Child day care - see Ohio R.C. Ch. 5104

Minors generally - see GEN. OFF. Ch. 630

Child stealing - see GEN. OFF. 636.07

Criminal child enticement - see GEN. OFF. 636.075

Nonsupport of minors - see GEN. OFF. 636.10, 636.11

Corruption of minors - see GEN. OFF. 666.02

1191.01 PURPOSES.

The purpose of this Chapter is to establish standards for the registration of Type B Family Day-Care Homes located in the City of Parma Heights, Ohio. ~~The guidelines of this chapter were adopted for the purpose of evaluating applicants for special use permits relative to Type B family day-care homes.~~

(Ord. 1987-41. Passed 9-14-87.)

1191.02 DEFINITIONS. ~~TYPE B FAMILY DAY-CARE HOME DEFINED.~~

As used in this chapter:

(a) “Administrator” means the person responsible for the daily operation of a Type B Family Day-Care Homes. The Administrator and the Owner may be the same person.

(b) “Child care” means all of the following:

(1) Administering to the needs of infants, toddlers, preschool-age children, and school-age children outside of school hours;

(2) By persons other than their parents, guardians, or custodians;

(3) For any part of the twenty-four-hour day;

(4) In a place other than a child’s own home, except that an in-home aide provides child care in the child’s own home; and

(5) By a provider required by Chapter 5104 of the Ohio Revised Code to be licensed or approved by the Ohio Department of Job and Family Services, certified by the Cuyahoga County Department of Job and Family Services, or under contract with the department to provide publicly funded child care as described in Section 5104.32 of the Ohio Revised Code, or operating an unlicensed Type B Family Day-Care Home.

(c) “Child-care staff member” means an employee of a Type B Family Day-Care Home who is primarily responsible for the care and supervision of children. The Administrator may also be a part-time child-care staff member when not involved in other duties.

(d) “Owner” means a person or individual, corporation, business trust, estate, trust, partnership, association, or government entity that owns the Type B Family Day-Care Home.

(e) “Type B Family Day-Care Home” means a permanent residence of the provider in which child care is provided for one (1) to six (6) children at one time and in which no more than three (3) children are under two (2) years of age at one time. In counting children for the purposes of this division, any children under six (6) years of age who are related to the provider and who are on the premises of the Type B Family Day-Care Homes shall be counted.

~~—As used in this chapter, “Type B family day-care home” means a permanent residence of the provider in which child day-care or child day-care services are provided for one to six children at one time, and in which not more than three children may be under two years of age at one time. In counting children, for the purpose of this section, children under six years of age who are related to the provider, and who are on the premises of the Type B home, shall be counted. A Type B family day-care home does not include a residence in which the needs of children are being administered to, if all of the children whose needs are being administered to are siblings of the same immediate family and the residence is the home of the siblings.~~

(Ord 1987-41. Passed 9-14-87.)

1191.03 CONDITIONS FOR ESTABLISHMENT.

The Director of Public Safety Service may permit a Type B family day-care home in the appropriate zoning district, provided that:

(a) No Type B family day-care home is located within a 500-foot radius of any existing Type B family day-care home.

(b) The Type B family day-care home has registered with the Director of Public Safety Service prior to the beginning of operation and annually thereafter, provides a copy of its current license or certificate and states the number of children and ages of such children in the Type B family day-care home.

(Ord. 1987-56. Passed 12-28-87.)

1191.04 REGISTRATION REQUIRED.

(a) All Type B Family Day-Care Homes located in the City shall be registered with the City by the Owner. Registration of each Home Daycare shall be made on a separate form provided by the City and shall include the following information and documentation:

(1) Day-Care Home. Name, address, and phone number of the Day-Care Home.

(2) Owner. Name, address, phone number, email address, date of birth of the Owner of the Home Daycare, and if the Day-Care Home Owner is a corporation or business, the name, address, phone number, email address, and date of birth of the Day-Care Home Owner's agent.

(3) Property Owner. Name, address, phone number, email address, date of birth of the property owner where the Home Daycare is located, and if the property owner is a corporation or business, the name, address, phone number, email address, and date of birth of the property owner's agent. The Property Owner must also submit an affidavit of identification and authority on a form provided by the City.

(4) Administrator. Name, address, phone number, email address, date of birth of the Administrator of the Home Daycare.

(5) Proof of a valid registration with the Ohio Secretary of State for the Day-Care Home, if applicable.

(6) Proof of a valid registration with the Ohio Secretary of State of the property owner where the Day-Care Home is located, if the owner is a business or corporation.

(7) Copy of the current, valid license to operate the Day-Care Home pursuant to the Ohio Revised Code and other applicable laws.

(8) If the Day-Care Home or its Owner is leasing the property where the Day-Care Home is located, a copy of the lease agreement including written consent from the property owner to operate the Home Daycare.

(9) Statement of certification that the information being provided is true and accurate.

(10) Written letter of consent from the property owner for the operation of the Day-Care Home if the property owner is different from the Owner.

(b) The registration fee for each Day-Care Home is nonrefundable and shall be one hundred dollars (\$100.00) for each Type B Family Day-Care Home.

(c) The Owner or Administrator of the Day-Care Home must immediately provide written updates to the City regarding any changes to the information included in the registration for the Day-Care Home and further provide written notice to the City of the following events within the stated deadlines:

(1) Closure of the Day-Care Home within thirty (30) days of closing.

(2) Violation of license requirements within seven (7) days of receiving notice from the County or other overseeing entity.

(d) Upon completion of the registration form and payment of the registration fee, the City shall issue to the registrant a Certificate of Registration as proof of registration. Certificates of Registration shall be non-transferrable and state the following: the date of issuance; address of the Day-Care Home and name; the name(s) of the Owner of the property where the Day-Care Home is located, if different from the Owner of the Day-Care Home; and indicate that it is a Type B Family Day-Care Home.

(e) The Owner of the Type B Family Day-Care Home at the time of the adoption of this Section shall have ninety (90) days from the effective date of this Chapter to comply with the registration provisions contained in this Chapter.

(f) A Certificate of Registration issued under this Chapter shall be valid for a period of no more than twelve (12) months from the date issued unless the Certificate becomes void due to violations of any provisions of this Chapter or the Day-Care Home Owner's written notice to the City requesting revocation of the Certificate.

(g) An Ohio Bureau of Criminal Identification and Investigation Civilian Criminal History Check must be completed and submitted to the Department of Public Safety before a license can be issued.

~~(a) All Type B family day-care homes shall register with the Director of Public Service prior to beginning operation and annually thereafter.~~

~~(b) In order to register as a Type B family day-care home, the provider shall:~~

~~(1) Provide a copy of his or her current license or certificate;~~

~~(2) State the location of the home;~~

- ~~(3) State the number of children being provided for in the home;~~
- ~~(4) Pay a registration fee of twenty dollars (\$20.00); and~~
- ~~(5) Make the home available for inspection upon twenty-four hours notice by the Director of Public Service.~~

(g e) All Type B family day-care homes which are in operation on the effective date of this chapter (Ordinance 1987-41, passed September 14, 1987) shall be permitted, following registration, regardless of the distance between such homes.

(Ord. 1987-41. Passed 9-14-87.)

1191.05 CHANGE OF USE.

Occupancy as a Type B family day-care home shall not be considered as a change of use in a building which has been used for residential purposes immediately prior to use as a Type B family day-care home.

(Ord. 1987-41. Passed 9-14-87.)

1191.06 RENEWAL OF CERTIFICATE OF REGISTRATION

(a) Each Certificate of Registration for Type B Family Day-Care Homes shall be renewed annually by January 1 and subject to the same requirements as the initial registration pursuant to Section 1191.04.

(b) The renewal fee for each Day-Care Home is nonrefundable and shall be one hundred dollars (\$100.00) for each Type B Family Day-Care Home.

(c) Upon completion of the renewal and payment of the renewal fee, the City shall issue to the registrant a Certificate of Registration as proof of registration. Certificates of Registration shall be non-transferable and state the following: the date of issuance; address of the Day-Care Home and name; the name(s) of the Owner of the property where the Day-Care Home is located, if different from the Owner of the Day-Care Home; and indicate that it is a Type B Family Day-Care Home.

1191.07~~6~~ REVOCATION OR TERMINATION OF APPROVAL.

The Director of Public ~~Safety Service~~ may revoke or terminate any previously granted approval of a Type B family day-care home where, upon the basis of evidence presented, after notice and hearing, he or she determines that there has been noncompliance with the conditions of approval and regulations set forth in this chapter, or that there has been noncompliance with City, State and/or Federal codes.

Any approval of the Type B family day-care home, as provided in this chapter, shall be automatically revoked or terminated upon the revocation or termination of any license, approval or certificate by any County, State or Federal agency.

(Ord. 1987-41. Passed 9-14-87.)

1191.087 HOURS OF OPERATION.

A Type B family day-care home shall be permitted to remain open for child day care and child day-care services between the hours of 6:30 a.m. and 7:30 p.m.

(Ord. 1995-3. Passed 2-13-95.)

1191.09 INSPECTIONS AND COMPLIANCE.

(a) Inspections.

(b) Compliance. The Owner, or his or her designee, of each Type B Family Day-Care Home shall file, and maintain with the Department of Public Safety, proof of current licensing, certification or other approval of every public agency charged with its regulation.

1191.99 PENALTY.

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the third degree and shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than sixty days, or both.

(Ord. 1987-41. Passed 9-14-87.)

ORDINANCE NO. 2024 – 81

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ESTABLISH AN OPT-IN NATURAL GAS PROGRAM PURSUANT TO SECTION 4929.27(A)(1) OF THE OHIO REVISED CODE, JOINTLY THROUGH NOPEC AS A NOPEC MEMBER, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights, Ohio ("City"), has previously established an "opt-out" natural gas aggregation program pursuant to Section 4929.26 of the Ohio Revised Code, for its residents, businesses, and other consumers located within the City jointly through NOPEC as a NOPEC member; and

WHEREAS, to expand the natural gas supply options available to residents, businesses and other consumers within the City of Parma Heights, the City wishes to establish an "opt-in" natural gas aggregation program pursuant to Section 4929.27(A)(1) of the Ohio Revised Code (the "Opt-In Natural Gas Aggregation Program") for its residents, businesses and other consumers located within the City and, for that purpose, to act jointly with any other city, village, municipal corporation, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, the City wishes to conduct the Opt-In Natural Gas Aggregation Program jointly through NOPEC as a NOPEC member.

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 hereby approves and authorizes the establishment of an Opt-In Natural Gas Aggregation Program in the City jointly through NOPEC as a NOPEC member and adopts this Ordinance pursuant to the authority contained in Section 4929.27(A)(1) of the Ohio Revised Code.

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

Section 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefits of gas deregulation through the NOPEC Opt-In Gas Aggregation Program of NOPEC, as provided herein; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the City.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

ORDINANCE NO. 2024 – 82

AN ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC OPT-IN GAS AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN OPT-IN GAS AGGREGATION PROGRAM AS A NOPEC MEMBER, AND DECLARING AN EMERGENCY

WHEREAS, this Council previously enacted legislation authorizing the City of Parma Heights to establish an “opt-out” Gas Aggregation Program pursuant to Section 4929.26 of the Ohio Revised Code, for eligible residents, businesses, and other gas consumers in the City, and for that purpose, to act jointly with any other municipal corporation, city, county, or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, this Council previously enacted legislation authorizing the City to join the Northeast Ohio Public Energy Council (NOPEC), to execute a Natural Gas Program Agreement and adopt the NOPEC Gas Aggregation Program Plan of Operation and Governance, so that the City would be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of gas deregulation through group purchasing efforts, and

WHEREAS, pursuant to Section 4929.27(B) of the Ohio Revised Code, two (2) public hearings have been held on the Plan of Operation and Governance for the NOPEC Opt-In Natural Gas Aggregation Program.

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

Section 1: That this Council hereby adopts the Plan of Operation and Governance of the NOPEC Opt-In Natural Gas Aggregation Program, attached hereto as Exhibit “A” and incorporated by reference as if fully rewritten, for the purpose of establishing and implementing the NOPEC Opt-In Natural Gas Aggregation Program in the City of Parma Heights.

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

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefits of gas deregulation through the NOPEC Opt-In Natural Gas Aggregation Program of NOPEC, as provided herein; 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

Northeast Ohio Public Energy Council
NATURAL GAS AGGREGATION PROGRAM
PLAN OF OPERATION & GOVERNANCE
For Member Communities

REVISED 01/2020

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Purpose of the Plan of Operation and Governance

This Natural Gas Aggregation Program Plan of Operation and Governance (“Natural Gas Plan”) has been prepared by the Northeast Ohio Public Energy Council (“NOPEC”) on behalf of its member communities in compliance with Ohio law regarding government aggregation of natural gas customers (the “Natural Gas Aggregation Program”). The Natural Gas Plan contains information on the structure, governance, operations, management, funding, and policies of the Natural Gas Aggregation Program to be utilized for participating customers in member communities.

NOPEC’s purpose in preparing this Natural Gas Plan is to describe the uniform approach to a customer Natural Gas Aggregation Program undertaken by its member communities. Through NOPEC, the member communities seek to represent customer interests in competitive markets for natural gas. NOPEC seeks to aggregate customers to negotiate the best rates available for the supply and distribution of natural gas and to advance customer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. NOPEC acts as agent for its member communities and oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility.

NOPEC’s Natural Gas Program includes an “opt-out” Natural Gas Aggregation Program (“Opt-Out Program”) and an “opt-in” Natural Gas Aggregation Program (“Opt-In Program”).

Combining customer interests of the NOPEC member communities increases leverage, resources, and buying power of participating customers in member communities. Under the Opt-Out Program and Opt-In Program, participation is voluntary for each individual customer in a member community. Under the Opt-Out Program, any individual customer will have the opportunity to decline service provided through the Natural Gas Aggregation Program and choose any natural gas supplier they wish at the outset of the program and every two years thereafter. Under the Opt-In Program, customers may individually enroll in the program by providing their prior consent. New member communities shall have the opportunity to join NOPEC.

The Opt-Out Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.26(C) of the Ohio Revised Code. The Opt-In Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.27(B) of the Ohio Revised Code.

1. Overview

1.1. Ohio Law

Ohio law enacted in 2001 allows for competitive purchase of retail natural gas supply. Section 4929.26 of the Ohio Revised Code (“R.C.”) allows municipalities, townships, and/or counties to develop governmental natural gas aggregation programs providing options for customers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail natural gas supply. Communities undertaking development of this option are known as “government aggregators”. The law allows communities

acting as government aggregators to join together and combine their resources for development and implementation of a Natural Gas Aggregation Program.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the Natural Gas Aggregation Program. The plan of operation and governance is subject to approval and certification by the Public Utilities Commission of Ohio (“PUCO”). The Natural Gas Plan describes the Natural Gas Aggregation Program to be utilized for participating customers in NOPEC communities.

1.2. Description of the Natural Gas Aggregation Program

The Natural Gas Aggregation Program involves the acquisition of competitive retail natural gas supply. Distribution services (metering, billing, maintenance of the gas transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the “provider of last resort” for customers not participating in the Natural Gas Aggregation Program who have no other competitive supplier. The NOPEC Natural Gas Aggregation Program has an “Opt-Out” Program and an “Opt-In” Program, both of which require authorization of communities and their constituents in a public process. In the Opt-Out Program, all eligible customers will be included in the Natural Gas Aggregation Program unless they choose to “opt-out” as described in section 2.4.1 of this Natural Gas Plan. In the “Opt-In” Program, the customer’s prior consent is required and they must “opt-in” to the Opt-In Program.

The Natural Gas Aggregation Program has been undertaken at two levels. At the local level, communities wishing to be government aggregators have authorized the opt-out Natural Gas Aggregation Program in a public process as required by law and outlined below in Section 1.3 of the Natural Gas Plan. At the regional level, communities wishing to proceed jointly with a Natural Gas Aggregation Program have formed NOPEC as a regional council of governments under Chapter 167 of the Ohio Revised Code, which the communities have authorized to perform as their agent for development and implementation of the Natural Gas Aggregation Program. The operations of the Natural Gas Aggregation Program are described in Section 2 of the Natural Gas Plan, and the governance of the program is described in Section 3 of the Natural Gas Plan.

1.3. Steps Required by the Law

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through NOPEC on their behalf:

1.3.1. Local legislative body passes ordinance(s) or resolution(s) authorizing Natural Gas Aggregation Program for customers;

1.3.2. For the Opt-Out Program, the ordinance or resolution must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

1.3.3. For the Opt-Out Program, the ordinance or resolution authorizing opt-out aggregation is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance or resolution is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

1.3.4. Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

1.3.5. Publish notice of public hearing on the plan of operation and governance once a week for two consecutive weeks before the first public hearing on the plan of operation and governance (providing a summary of the plan of operation and governance and the date, time, and location of each hearing);

1.3.6. Hold two public hearings on the initial plan of operation and governance;

1.3.7. Adopt plan of operation and governance;

1.3.8. For the Opt-Out Program, notify eligible customers of automatic enrollment and opt-out period prior to service under the Natural Gas Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

1.3.9. For the Opt-Out Program, any enrolled customer participating in the Opt-Out Natural Gas Aggregation Program will have the opportunity to opt-out of the Natural Gas Aggregation Program every two years, without paying a switching fee.

1.3.10. Customers may individually enroll in the Opt-In Program by providing their prior consent.

1.4. Practical Steps and Requirements of the Competitive Market

Practical steps and requirements of acquiring natural gas supply in the competitive market include the following activities to be undertaken by NOPEC acting as agent for member communities, and the contracted NOPEC Natural Gas Aggregation Program supplier(s) (the "Supplier(s)"):

1.4.1. Proposals submitted by Suppliers and negotiations undertaken with Suppliers by NOPEC and legal and technical advisors;

1.4.2. NOPEC selection of Supplier(s) and execution of Supply Contract(s);

1.4.3. For the Opt-Out Program, acquisition of electronic list of eligible customers in member communities from the natural gas distribution utility;

1.4.4. For the Opt-Out Program, notification of opt-out process undertaken by NOPEC and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;

1.4.5. For the Opt-Out Program, electronic customer list revised by NOPEC Supplier(s) who remove responding opt-out customers from the list;

1.4.6. For the Opt-Out Program, revised electronic customer list transmitted back to the natural gas distribution utility for customer transfer;

1.4.7. For the Opt-Out Program, the natural gas distribution utility completes administrative transfer of participating customers (via revised electronic list) to NOPEC Supplier(s);

1.4.8. Firm all-requirements retail natural gas supply service initiated to participating customers based on terms and conditions of Supply Contract(s);

1.4.9. NOPEC and legal and technical advisors monitor contract for compliance;

1.4.10. NOPEC acts to protect interests of participating customers in member communities.

2. Description of Natural Gas Aggregation Program Goals and Operation

2.1. Natural Gas Aggregation Program Goals

The NOPEC member community goals for the Natural Gas Aggregation Program are stated below. These goals guide the decisions of the NOPEC Assembly and Board of Directors:

- To provide an option for aggregation of all eligible customers on a non-discriminatory basis;
- To allow those eligible customers who choose not to participate to opt-out of the Opt-Out Program or not enroll in the Opt-In Program;
- To acquire the best market rate available for natural gas supply;
- To provide customer education and enhance customer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility;
- To improve quality and reliability of service;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to customers, and;

- To utilize local government powers and authorities to achieve these goals.

2.2. Natural Gas Aggregation Program Operations

The Natural Gas Aggregation Program is designed to reduce the amount participating customers pay for natural gas, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect customers and the distribution utility. NOPEC shall seek fixed and/or variable energy prices for each class of customers that may be lower than the comparable price available from the local distribution company or other suppliers. Large commercial and industrial customers, due to the varying characteristics of their gas consumption, may receive individual prices from the selected Supplier(s).

As agent for its members, NOPEC does not buy and resell natural gas, but represents customer interests as a master purchasing agent to set the terms for natural gas supply and service from a competitive Supplier(s). Through a negotiation process, NOPEC develops a contract with a competitive Supplier for firm, all-requirements retail natural gas supply service. The contract is expected to be for a fixed term. NOPEC may contract with one or more Suppliers to meet the needs of participating customers in member communities.

2.3. Natural Gas Aggregation Program Funding

NOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing; implementing and providing oversight for the Natural Gas Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate per mcf (or ccf) NOPEC administrative fee, depending on the unit that is used by the gas distribution company that serves the customer, to cover costs of the Natural Gas Aggregation Program. Such funds will be collected by the Supplier(s) and paid to NOPEC. In the event additional funding for NOPEC is required, each NOPEC member may be assessed an annual fee pursuant to the agreement establishing NOPEC. The funding will be utilized for all Natural Gas Aggregation Program operations.

2.4. Consumer Participation in the Opt-Out Program

An “eligible customer” shall be a customer that is eligible to participate in a governmental aggregation in accordance with R.C. 4929.26 and R.C. 4929.27 and Rule 4901:1-28-01 of the Ohio Administrative Code. Persons ineligible for opt-out governmental aggregation include:

- A person that is both a distribution service customer and a mercantile customer at the start of the service to the governmental aggregation;
- A mercantile customer that becomes a distribution service customer after the start of service to the governmental aggregation;
- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance or resolution authorizing opt-out aggregation; and

- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

For the Opt-Out Program, eligible customers shall be notified of the Natural Gas Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21 day period specified in the terms and conditions of the Supply Contract(s). During this 21 day opt-out period, customers may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity every two years after the initiation of service to opt-out. Participating customers who choose to opt-out of the Natural Gas Aggregation Program after the initial 21 day period, but prior to the next two-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a NOPEC member community (including those who move from another NOPEC member community), and are considered by the local distribution company to be new eligible gas customers, may participate in the Natural Gas Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. For the Opt-Out Program, such new gas customer can also choose to opt-out of the Natural Gas Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods every two years.

New member communities may also join the NOPEC Natural Gas Aggregation Program under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.4.1. Notification of Consumers

For the Opt-Out Program, prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) a separate mailing;
- (2) newspaper notices;
- (3) public service announcements; and
- (4) posting of prominent notice in the local government office building in each member community.

For the Opt-Out Program, prior to enrollment, the notification shall be mailed in a timely manner for receipt by customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice’s postmarked date (or, if none, the mailing date). The notification shall include:

- 1) A summary of the actions that NOPEC took to authorize the Natural Gas Aggregation Plan.

- 2) A description of the services that NOPEC will provide under the Natural Gas Aggregation Plan.
- 3) Disclosure of the price that NOPEC will charge customers for competitive retail natural gas service.
- 4) An itemized list and explanation of all fees and charges that are not incorporated into the rates and that the governmental aggregator will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties.
- 5) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.
- 6) Disclosure of credit and/or deposit requirements, if any.
- 7) Disclosure of limitations or conditions on customer acceptance into the aggregation, if any.
- 8) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice;
- 9) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours;
- 10) Language on the front cover of the envelope or postcard stating: "Important natural gas aggregation information;" and
- 11) A consumer-friendly form to check of sign, and return within 21 days to indicate a decision to opt-out of the Aggregation Program.

Consumers who do not return the opt-out form shall be automatically included in the Opt-Out Program.

2.4.2. Activation of Customer Service in a Member Community

For the Opt-Out Program, the process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the natural gas distribution utility will identify all eligible customers in the member community; 2) Data verification: To the extent needed, if not inherent in data preparation, the natural gas distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list; and 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the natural gas distribution utility for customer transfer to the selected Supplier(s).

For the Opt-Out Program, eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

2.4.3. New Individual Customers

For the Opt-Out Program, eligible customers who relocate to a NOPEC member community shall be included in the Natural Gas Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opt-out opportunity by the natural gas distribution utility when they sign-up for new service. The natural gas distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer.

2.4.3.1. Eligible customers who relocate within NOPEC and are not assigned a new account number by the incumbent natural gas company shall maintain the rate that the customer was charged at the previous location or, if the rate at the new location is higher than the customer's previous location, the customer shall have the right to opt-out of the aggregation without penalty.

2.4.3.2. An eligible customer who had previously opted out of the aggregation may subsequently be permitted to join the National Gas Aggregation under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those customers who have joined at the outset of the contract.

2.4.4. Customer Switching Fee

For the Opt-Out Program, the selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

2.4.5. Individual Customer Termination of Participation

For the Opt-Out Program, in addition to the opportunity to opt-out of the Natural Gas Aggregation Program prior to start up of service, an individual customer will be given an opportunity to opt-out at no charge every two years after start up of service. Consumers who move from a member community will have no penalties or exit fees. However, an individual customer who chooses to opt-out during the period between start-up and the two year opportunity to opt-out may be required to pay an exit fee.

2.5. Consumer Participation in the Opt-In Program

An “eligible customer” shall be a customer that is eligible to participate in the Opt-In Program in accordance with R.C. 4929.27 of the Ohio Administrative Code. Persons ineligible for opt-in governmental aggregation include:

- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance or resolution authorizing opt-in aggregation; and
- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

In obtaining customers’ prior consent to join the Opt-In Program, NOPEC will follow the PUCO’s then-applicable rules for marketing, soliciting, and enrolling individual customers to service contracts that comply with the rules for contract disclosure.

2.5.1 Customer Switching Fee

For the Opt-In Program, the selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

2.5.2 Individual Customer Termination of Participation

For the Opt-In Program, consumers who move from a member community will have no penalties or exit fees. However, an individual customer who chooses to leave the Opt-In Program prior to its expiration date may be required to pay an exit fee.

2.6. New Member Communities

New member communities may also join the NOPEC Natural Gas Aggregation Program under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.7. Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose natural gas supply is terminated by a selected Supplier will receive natural gas supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Natural Gas Aggregation Program once they have met the requirements of law and are current on bill payment.

2.8. Termination of the NOPEC Member Natural Gas Aggregation Program

The NOPEC Natural Gas Aggregation Program may be terminated for participating customers in two ways:

- 1) Upon the termination or expiration of the natural gas supply contract for all member communities without any extension, renewal, or subsequent supply contract being negotiated; or
- 2) At the decision of an individual member community to withdraw from its membership in NOPEC.

In any event of termination, each individual customer receiving natural gas supply services under the Natural Gas Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Natural Gas Aggregation Program shall receive natural gas supply from the local distribution company unless they choose an alternative supplier.

NOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Natural Gas Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with law and according to the express provisions of any negotiated agreements.

2.9. Customer Care

2.9.1. Universal Access

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purpose of the NOPEC Natural Gas Aggregation Program, this will mean that all eligible customers within the borders of a member community, and all new eligible customers in a member community, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

2.9.2. Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, and other applicable charges. Although NOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the NOPEC Natural Gas Aggregation Program, as noted above, will be acquisition of competitive prices and terms for natural gas supply. The prices will be set through a contract negotiation process, and will be indicated on the customer bill as the “natural gas supply charge”. The natural gas supply charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be competitive with the local gas utility’s and other suppliers’ natural gas commodity rate(s). All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

2.9.3. Costs To Consumers

Consumer bills will reflect all charges for the administrative costs of the Natural Gas Aggregation Program, if applicable. As noted in section 2.3, the program is expected to be funded by a per mcf (or ccf) administrative fee, depending on the unit that is used by the gas distribution company that serves the customer. The fee will be provided by the Supplier(s) to NOPEC. This charge will cover program costs for any necessary technical or legal assistance for the Natural Gas Aggregation Program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, and PUCO-approved local distribution tariffs.

2.9.4. Consumer Protections

Regarding all issues of customer protection (including provisions relating to slamming and blocking), NOPEC will ensure that the selected Supplier(s) complies with all statutes, rules and regulations currently in place and as may be amended from time to time. NOPEC will provide ongoing customer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue. NOPEC will also assist member communities with all required notifications, information, and public hearings.

2.9.4.1. Contract Disclosure

NOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any switching fees, opt-out opportunities, including the conditions under which a customer may rescind a contract without penalty.

2.9.4.2. Billing and Service Assistance

The selected Supplier(s) shall utilize the billing services of the local distribution company to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested for large commercial and industrial customers, but such separate bills may incur an additional charge from the selected Supplier(s).

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) identification of the supplier of each service; (4) statement of where and how payment may be made and (5) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO, and the Office of the Consumers' Counsel, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall NOPEC have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Consumer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the natural gas distribution utility and/or the Supplier(s). Billing may take place through the distribution company at the Supplier's option. In the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

2.9.4.3. Standard Terms and Conditions Pertaining to Individual Account Service

The following customer protection provisions are anticipated to be contained in a Supply Contract.

A. Title: Title to and risk of loss with respect to the natural gas will transfer from Supplier(s) to participating customers at the point-of-sale which is the customer side of the meter.

B. Initiation of Supply Service: Natural Gas deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. Standard Limitation of Liability: Recognizing that natural gas provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, discontinuance of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and natural gas.

D. Service Reliability and Related Supplier Obligations: Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating customers in NOPEC member communities receive natural gas supply with reliability equal to that of firm customers of the distribution company. The Supplier is providing metered natural gas commodity services, and participating customers must rely upon the distribution company for

ultimate delivery of gas. However, within the scope of natural gas supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary service interruptions, curtailments of natural gas supply, and any other interference or disruption of natural gas supply to the Point-of-Delivery. In addition to language to be included in the Supply Contract, NOPEC will help to assure reliability through participation in proceedings related to the natural gas distribution utility's regulated and distribution services and through direct discussions with the natural gas distribution utility concerning specific or general problems related to quality and reliability of distribution service.

E: Marketing and Solicitation Limitations: Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the customer's name/address/or other identifying information to third parties without NOPEC's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via U S mail or other printed means) or an opportunity to request removal from a telephone solicitation list.

2.9.4.4. Protection of Consumers and Risk Associated with Competitive Market

In a competitive market, it is possible that the failure of a natural gas supplier to deliver service may result in the need for customers to acquire alternative natural gas supply, or for customers to receive gas at market prices. NOPEC will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. NOPEC also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with natural gas supply service.

2.9.4.5. Resolution of Consumer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to NOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org. Customers may also visit NOPEC's web site at www.nopecinfo.org. As noted below, NOPEC will continue to monitor the selected Supplier(s) for compliance with customer protection provisions in the Supply Contract and timely resolution of customer problems.

2.9.4.6. Periodic Reports on Consumer Complaints

NOPEC shall act to monitor and enforce customer protection provisions included in the Supply Contract. At the request of NOPEC, the selected Supplier(s) shall provide a periodic

summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, NOPEC will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

2.9.4.7. Modifications to NOPEC's Plan

All material modifications to this Plan shall be approved by majority vote of the NOPEC Board of Directors and ratified by a majority vote of the NOPEC Assembly. By adopting this Plan, NOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made by NOPEC without further action by the Assembly or Board of Directors.

2.10. Rights and Responsibilities of Program Participants

2.10.1. Rights

All Natural Gas Aggregation Program participants shall enjoy the protections of customer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

2.10.2. Responsibilities

All Natural Gas Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

2.10.2.1. Taxes

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of natural gas. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

3. Organizational Structure and Governance of the Natural Gas Aggregation Program

3.1. Description of Organization and Management of Natural Gas Aggregation Program

Each NOPEC member community has one representative on the NOPEC Assembly, which serves as the legislative body for the organization. Assembly members from each county represented in the membership of NOPEC elect a member to the Board of Directors.

NOPEC acts as agent for member communities to establish the Natural Gas Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility. NOPEC has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms to undertake service acquisition.

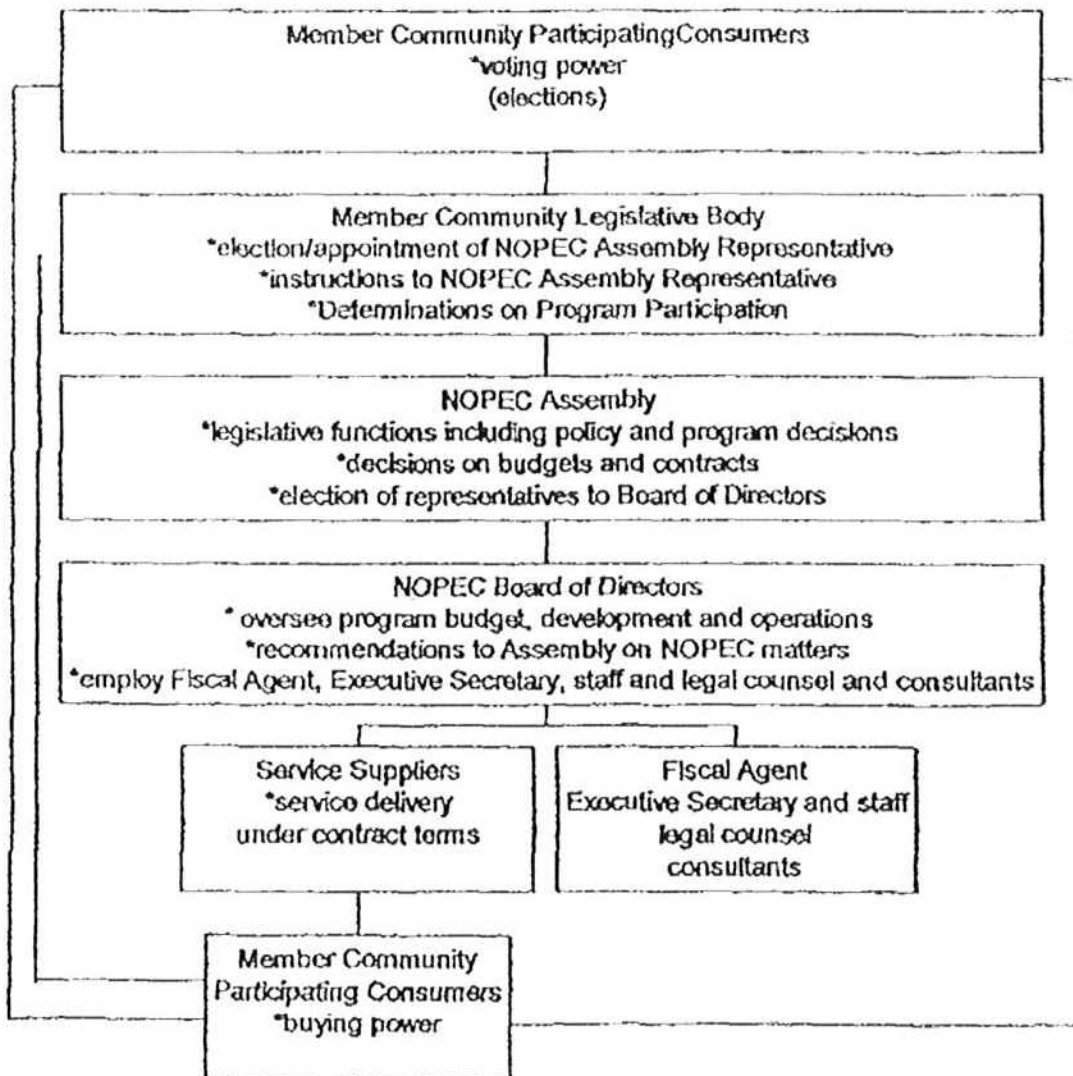
NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy customers in both the public and the private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators..

The Board of Directors of NOPEC oversees the implementation and operation of the Natural Gas Aggregation Program consistent with the provisions of the Ohio Revised Code and the Bylaws of the NOPEC organization. The Board of Directors, with the approval of the Assembly, may also develop additional programs for members. The organization may employ a Fiscal Agent and Executive Director and staff, if such are determined to be necessary by the Board, and sufficient budget has been provided.

3.2. Outline of Structure

The following chart represents the organizational structure for the NOPEC Natural Gas Aggregation Program as indicated in the organizational chart. The function of each level is described below.

NOPEC Member Natural Gas Aggregation Program Organizational Structure



3.3. Description of Program Organizational Structure

3.4. Member Community Participating Customers

Consumers can influence their respective community and its functions. They can elect candidates to local legislative boards who may take positions regarding the government Natural Gas Aggregation Program. They can express their views to their local elected officials. They can participate in local and state meetings and hearings regarding issues related to the member community's Natural Gas Aggregation Program.

3.5. Member Community Legislative Body

Local officials may act on program and policy issues. They may individually choose to participate in additional programs of NOPEC, or terminate the community's participation in NOPEC. In addition, they may provide instructions to their representative on the NOPEC Assembly regarding specific policy or program decisions. They may also raise issues directed to them by customers for the NOPEC Assembly and Board to address.

3.6. NOPEC Assembly

The NOPEC Assembly acts as the legislative body of NOPEC including decisions on policy, budget, and other matters directed to it by the Board of Directors.

3.7. NOPEC Board of Directors

The NOPEC Board of Directors oversees the implementation and operation of all aspects of the Natural Gas Aggregation Program. The Board of Directors provides recommendations regarding contracts, the budget and other matters to the Assembly. It approves purchases of equipment, facilities, or services within the approved budget and employs and provides instruction to the Fiscal Agent, Executive Secretary, staff, legal counsel and consultants.

3.8. Fiscal Agent, Executive Director and Staff, Legal Counsel and Consultants

The Fiscal Agent, Executive Director and staff, legal counsel and consultants act upon the instructions of the Board of Directors to carry out development and implementation of programs, contract monitoring, and reporting on program status.

3.9. Service Supplier(s)

Service suppliers contract with NOPEC to provide retail natural gas supply to participating customers in member communities, or other specified services. Contractors report to NOPEC and carry out services in adherence to contract provisions.

3.10. Member Community Participating Consumers

Participating customers in member communities will benefit from the market leverage of the group, and the professional representation and customer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.

ORDINANCE NO. 2024 - 83

AN ORDINANCE AMENDING AND ENACTING CHAPTER 743 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “FROZEN DESSERT PEDDLERS” TO PROVIDE FOR A REVISED CHAPTER OF THE BUSINESS REGULATION CODE

WHEREAS, the Council Safety Committee is recommending that Chapter 743 of the Parma Heights Codified Ordinances be revised, enacting a Chapter regulating frozen dessert peddlers; and

WHEREAS, it is the desire of this Council to adopt the recommendation of its Safety Committee.

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

Section 1: That this Council does hereby revise and enact Chapter 743 of the Parma Heights Codified Ordinances, entitled, “Frozen Dessert Peddlers” of the Business Regulation 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 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 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

CHAPTER 743

Frozen Dessert Peddlers Ice Cream Vendors

743.01 Definitions.

743.02 Enforcement.

743.03 Requirements and regulations of peddlers.

743.04 Vehicle requirements.

743.05 Prohibited places of sale.

743.06 Restrictions.

743.07 Nuisance conditions.

743.08 Noise-producing devices.

743.99 Penalty.

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CROSS REFERENCES

Definitions - see Ohio R.C. 3717.51

State license required - see Ohio R.C. 3717.52

Labeling and misrepresentation - see Ohio R.C. 3717.54

Peddlers, solicitors and canvassers - see BUS. REG. Ch. 767

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743.01 DEFINITIONS.

As used in this chapter:

(a) "Frozen desserts" includes ice cream, frozen custard, water ices, sherbet, imitation ice cream and any and all other similar frozen desserts.

(b) "Mobile frozen dessert truck" means every motor vehicle in which ice cream, popsicles, ice sherbets, or frozen desserts of any kind are carried for the purposes of retail sale on the City's streets.

(c) "Operator" means every person, firm, or corporation who or which owns, leases, contracts, or in another other fashion permits a person to operate upon the City's streets any ice cream truck for the purpose of selling frozen desserts.

(d) "Peddler" and "to peddle" mean the sale by a person moving from place to place while making, or attempting to make, the sale of frozen desserts from a vehicle or container. Each such movement, after having made a sale, shall be in a forward direction a distance of not less than twenty-five feet, and such moves shall be made at intervals of not more than five minutes, unless the peddler is actively and continuously engaged in the making of sales for a longer period of time.

743.02 ENFORCEMENT.

The enforcement of any of the provisions of this chapter shall be the responsibility of the Director of Public Safety and/or the Police Division or any duly authorized agent or employee of either.

743.03 REQUIREMENTS AND REGULATIONS OF PEDDLERS.

- (a) Any person desiring to operate a mobile frozen dessert truck shall make an application to the Department of Public Safety for and obtain an annual Mobile Frozen Dessert Vendor License prior to operating in the City. Such person shall submit a complete application on the form provided by the Safety Department, which shall include all of the following:
- (1) Name, present residential address and business address, and telephone number of the operator of the frozen dessert truck;
 - (2) The name, address, and telephone number of the business entity that owns or furnishes the frozen dessert truck or franchise to operate such truck under the business' name; if the applicant is self-employed, the applicant shall so state;
 - (3) The make, model, year, and current registration number of the vehicle(s) used by the operator;
 - (4) A copy of the operator's valid driver's license;
 - (5) Two (2) photographs of the applicant operator of appropriate size (2" x 2"), one of which shall be attached at all times to the license, and the other for the City's records;
 - (6) A copy of the operator's Mobile Food License issued by the Cuyahoga County Board of Health or another authorized Health Department;
 - (7) Proof of insurance as required in this Section;

- (8) Submission to fingerprinting by the Department of Public Safety for the City's files and of the purpose of determining the criminal record, if any, of the applicant **or any employee**, or other background check acceptable to the City;
- (9) Such other information as may be reasonably required by the Department of Public Safety and Department of Public Service.
- (b) The applicant shall submit a fee for the License of forty dollars (\$40.00) per year.
- (c) A license shall be promptly issued after submission of a complete application, the fee, and the required background check, unless it is determined by the Department of Public Safety that the applicant has willfully misrepresented their identity or intention, or has violated any provision of this Chapter, or has been convicted of any felony or misdemeanor involving force, violence, moral turpitude, any sex crime law, or driving while under the influence of drugs or alcohol or operating a vehicle while intoxicated.
- (d) The Mobile Frozen Dessert Truck License shall be valid for the calendar year in which it was issued. The License may be revoked or suspended at any time by the Chief of Police or the Director of Public Safety, or an authorized representative, should the person to whom it is issued be found to have willfully misrepresented their identity or intention, or has violated any provision of this Chapter, or has been found to have been guilty of two or more offenses under Section 743.99, or has been convicted of any felony or misdemeanor involving force, violence, moral turpitude, any sex crime law, or driving while under the influence of drugs or alcohol or operating a vehicle while intoxicated.
- (e) The operator of a Mobile Frozen Dessert Truck shall maintain a valid Mobile Food License issued by the Cuyahoga County Board of Health or another authorized Health Department while operating within the City. The license shall at all times be clearly displayed on the vehicle during times of operation.
- (f) The operator of a Mobile Frozen Dessert Truck shall maintain general liability insurance and automobile insurance covering the vehicle, business operation, and any property or bodily injury that may result from their operation within the City at an amount of \$1,000,000. The operator shall provide the City with a Certificate of Insurance at the time of application for a license. Licensed operators shall maintain and carry proof of insurance at all times while operating within the City. Failure to carry or maintain the required insurance shall result in a denial of the application for or revocation of the license.
- (g) There shall be two (2) operators in the mobile frozen dessert truck at all times during operation. One shall be the seller and one shall be the driver.
- (h) All persons employed as peddlers shall:
- (1) Be at least eighteen years of age;
 - (2) Be regular employees of the person selling the frozen desserts;

(3) Wear clean, washable outer garments or uniforms disclosing the name of their employer thereon;

(4) Maintain themselves in a clean and personable condition and free from contagious disease;

(5) Carry all personal credentials on their persons at all times, including a valid Ohio driver's license and proof of insurance;

(6) Display an approved City permit in each vehicle;

(7) Make payment of two hundred and fifty dollars (\$250.00) per vehicle on an annual basis from January 1 through December 31, effective January 1, 2025;

743.04 VEHICLE REQUIREMENTS.

A Mobile Frozen Dessert Truck operating in the City shall maintain the following equipment in good working order:

- (a) A sign saying "SLOW" or similar as approved by the Department of Public Safety that is attached to the left side of the truck which shall be extended out from the side of the truck while it is parked for sales;
- (b) A convex mirror mounted on the front so that the driver in the driver's normal seating position can see the area in front of the truck obscured by the hood;
- (c) A device capable of emitting a sound audible under normal conditions from a distance of not less than two hundred (200) feet when the vehicle is backing up;
- (d) Two six-inch or larger flashing amber lights in front and on top of the vehicle(s);
- (e) Two six-inch or larger flashing amber lights in the rear and on top of the vehicle(s);
- (f) A stop signal arm that can be extended horizontally from the left side of the vehicle(s) duplicating the design and size of a standard thirty-inch octagonal stop sign, as set forth in the State Manual of Uniform Traffic Control Devices. This arm shall be red and white in color and shall contain two alternately flashing lights three to five inches in diameter at the top and bottom thereof, visible at three hundred feet to the front and rear in normal sunlight upon a straight level street. The lights shall be red. The bottom of the signal arm shall be forty-two inches above the roadway.
- (g) A display on at least two sides thereof, in letters not less than two inches high, the name of the product or products, the manufacturer thereof and the name of the employer;
- (h) The vehicle(s) shall have an operable security camera both inside and outside the vehicle(s) in working order at all times, and have the ability to retain the camera footage for a thirty-day period at minimum; and

- (i) The vehicle(s) shall be of commercial metal construction, properly insulated and at all times kept and maintained in good repair and well painted, and in a clean and sanitary condition within and out.

743.05 PROHIBITED PLACES OF SALE.

No peddler of frozen desserts shall sell, attempt to sell or offer for sale any of their wares or ring chimes or bells:

- (a) Within 100 feet of any street intersection;
- (b) Within 1,000 feet of any schoolyard, play school ground or public playground during the hours when a regular or summer or play school is in session or for a period of one-half hour after the closing hour of such regular, summer or play school;
- (c) Within 1,000 feet of any church or place of worship during the period when any service is being held therein; or
- (d) Before 11:00 a.m. or after 8:00 p.m. daily.

743.06 RESTRICTIONS.

- (a) A person shall sell only when the vehicle is lawfully stopped.
- (b) A person shall sell only from the side of the vehicle away from moving traffic and as near as possible to the curb or side of the street.
- (c) A person shall not sell to another person standing in the roadway.

743.07 NUISANCE CONDITIONS.

The following actions by a vendor of frozen desserts in the City are hereby declared to be nuisances and are prohibited, but this enumeration shall not be deemed to be exclusive:

- (a) Frequent and repeated canvassing or soliciting for the sale of frozen desserts in any area or upon any street by representatives of the same organization;
- (b) Failure to keep and maintain the vehicles and the containers used for the sale of frozen desserts in this City in a clean and sanitary condition at all times;
- (c) The sale of frozen desserts by a peddler who has a communicable disease;
- (d) The sale of frozen desserts to any person under the age of twelve years who has crossed the street to the peddler's vehicle unless under the supervision of a police officer, a parent or an adult in charge of such minor;

(e) The failure to maintain a lookout for children under twelve years on the opposite side of the street from the place where the vendor's vehicle stops, and to instruct them against crossing without supervision in order to purchase a frozen dessert;

(f) The failure to supervise any person under twelve years of age who has crossed the street to purchase a frozen dessert when such person thereafter attempts to recross the street; and

(g) The departure of the vendor's vehicle from the place where a sale is made before any person under twelve years of age who has made a purchase or who has attempted to make a purchase has reached a place of safety.

743.08 NOISE-PRODUCING DEVICES.

No peddler of frozen desserts shall use any noise-producing device other than a soft chime, the limit of audibility of which shall be 100 feet from the source of such sounds, nor shall any peddler commit any breach of the peace soliciting the sale of their products.

743.99 PENALTY.

Whoever violates or fails to comply with any provision of this Chapter is guilty of a misdemeanor of the third degree. Whoever is convicted of two or more violations or fails to comply with any provision of this Chapter is guilty of a misdemeanor of the second degree. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

ORDINANCE 2024 – 86

AN ORDINANCE TO ESTABLISH APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO DURING THE PERIOD OF JANUARY 1, 2025 TO AND INCLUDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY

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

Section 1. That to provide for the current expenses and other expenditures of the City of Parma Heights, Ohio, during the period of January 1, 2025 to and including December 31, 2025, the following sums set forth in the form identified as Exhibit “A”, attached hereto and made a part hereof by reference as if fully rewritten, are set aside and appropriated.

Section 2. That the Director of Finance is authorized to draw warrants from any of the foregoing appropriations upon receiving the proper requisition, certificate, and voucher therefore; approved by the officers authorized by law to approve same, or an Ordinance or Resolution to make the expenditure, provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law and Ordinance.

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

Section 4. This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality and for the further reason that said Ordinance must be enacted as soon as possible to authorize payment, and to maintain the full faith and credit of the Municipality; wherefore, it shall be in full force and effect immediately after its passage by Council and approved by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

Exhibit A

City of Parma Heights

Original 2025 Appropriations

General Fund

Police

Personal Services & Benefits	\$5,156,758
Other Operations & Maintenance	\$975,000
	<hr/>
	\$6,131,758

Fire

Personal Services & Benefits	\$4,447,897
Other Operations & Maintenance	\$510,000
	<hr/>
	\$4,957,897

Safety

Personal Services & Benefits	\$597,978
Other Operations & Maintenance	\$472,500
	<hr/>
	\$1,070,478

Health

Other Operations & Maintenance	\$170,000
	<hr/>
	\$170,000

Recreation

Personal Services & Benefits	\$141,214
Other Operations & Maintenance	\$17,500
	<hr/>
	\$158,714

Building

Personal Services & Benefits	\$595,820
Other Operations & Maintenance	\$105,000
	<hr/>
	\$700,820

Economic Development

Personal Services & Benefits	\$108,891
Other Operations & Maintenance	\$3,000
	<hr/>
	\$111,891

Basic Utility Services

Personal Services & Benefits	\$0
Other Operations & Maintenance	\$1,754,260
	<hr/>
	\$1,754,260

Mayor

Personal Services & Benefits	\$260,471
Other Operations & Maintenance	\$17,500
	<hr/>
	\$277,971

Exhibit A

City of Parma Heights	Original 2025 Appropriations
Council	
Personal Services & Benefits	\$186,243
Other Operations & Maintenance	\$21,500
	<u>\$207,743</u>
Planning/Zoning	
Other Operations & Maintenance	\$4,000
	<u>\$4,000</u>
Finance	
Personal Services & Benefits	\$454,267
Other Operations & Maintenance	\$427,000
	<u>\$881,267</u>
Mayor's Court	
Personal Services & Benefits	\$142,357
Other Operations & Maintenance	\$31,000
	<u>\$173,357</u>
Custodial	
Personal Services & Benefits	\$14,260
Other Operations & Maintenance	\$15,000
	<u>\$29,260</u>
Law	
Personal Services & Benefits	\$199,576
Other Operations & Maintenance	\$47,400
	<u>\$246,976</u>
General Government	
Personal Services & Benefits	\$0
Other Operations & Maintenance	\$707,000
Transfers - Out	\$3,095,000
	<u>\$3,802,000</u>
Total General Fund Disbursements	<u><u>\$20,678,392</u></u>
SCMR Fund	
Personal Services & Benefits	\$1,958,008
Other Operations & Maintenance	\$840,000
	<u>\$2,798,008</u>
State Highway	
Other Operations & Maintenance	\$80,000
	<u>\$80,000</u>

Exhibit A

City of Parma Heights	Original 2025 Appropriations
<i>Cemetery</i>	
Other Operations & Maintenance	\$0
	\$0
<i>Parks Maintenance Fund</i>	
Personal Services & Benefits	\$554,713
Other Operations & Maintenance	\$232,915
	\$787,628
<i>Senior Center Fund</i>	
Personal Services & Benefits	\$435,142
Other Operations & Maintenance	\$95,000
	\$530,142
<i>CDBG</i>	
Other Operations & Maintenance	\$200,000
	\$200,000
<i>FEMA Grant Fund</i>	
Other Operations & Maintenance	\$0
	\$0
<i>Drug Enforcement Trust</i>	
Personal Services & Benefits	\$0
Other Operations & Maintenance	\$0
Capital Outlay	\$0
	\$0
<i>Law Enforcement Trust Fund</i>	
Other Operations & Maintenance	\$50,000
	\$50,000
<i>Dare Fund</i>	
Personal Services & Benefits	\$0
Other Operations & Maintenance	\$0
	\$0
<i>Law Enforce Training</i>	
Personal Services & Benefits	\$0
Other Operations & Maintenance	\$400
	\$400
<i>Police Donations (PACT)</i>	
Police - Other Expense	\$3,000
	\$3,000

Exhibit A

City of Parma Heights Original 2025 Appropriations

Permissive Fund

Other Operations & Maintenance	\$125,000
Transfers - Out	\$0
	<hr/> \$125,000 <hr/>

Police Pension Fund

Employers Share	\$760,000
	<hr/> \$760,000 <hr/>

Fire Pension Fund

Employers Share	\$795,000
	<hr/> \$795,000 <hr/>

Coronavirus Relief Fund

Other Operations & Maintenance	\$0
	<hr/> \$0 <hr/>

Mayor's Court Computer Fund

Other Operations & Maintenance	\$4,500
Capital Outlay	\$0
	<hr/> \$4,500 <hr/>

Indigent Driver Fund

Other Operations & Maintenance	\$5,000
Capital Outlay	\$0
	<hr/> \$5,000 <hr/>

Ambulance Billing Fund

Other Operations & Maintenance	\$60,000
Transfers - Out	\$1,000,000
	<hr/> \$1,060,000 <hr/>

School Zone Safety

Other Operations & Maintenance	\$250,000
Capital Outlay	\$0
	<hr/> \$250,000 <hr/>

Opioid Settlement

Other Operations & Maintenance	\$25,000
Capital Outlay	\$0
	<hr/> \$25,000 <hr/>

Grant Special Revenue

Other Operations & Maintenance	\$50,000
Capital Outlay	\$0
	<hr/> \$50,000 <hr/>

Exhibit A

City of Parma Heights Original 2025 Appropriations

Special Bond Retirement Fund

Debt Principal & Interest	\$4,049,020
Other	\$0
	\$4,049,020

Capital Improvement Fund

Capital Outlay	\$967,762
	\$967,762

Capital Projects Fund

Other Operations & Maintenance	\$0
Capital Outlay	\$1,397,000
	\$1,397,000

Medical Self Insurance Fund

Medical Payments	\$3,029,000
	\$3,029,000

Fleet Maintenance Fund

Employee Expense	\$425,314
Other Expense	\$585,000
	\$1,010,314

Worker's Compensation Fund

2023 Full Payment	\$257,500
	\$257,500

Total Appropriations 2025	\$38,329,266
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Schedule of Transfers

	<u>Fund</u>		<u>Amount</u>
<u>From</u>		<u>To</u>	
General Fund		SCMR	\$1,300,000
General Fund		Senior	\$250,000
General Fund		Police	\$625,000
General Fund		Fire	\$670,000
General Fund		Recreation	\$250,000
EMS		GF	\$1,000,000
			\$4,095,000

ORDINANCE NO. 2024 - 92

AN ORDINANCE AMENDING VARIOUS CHAPTERS OF THE ADMINISTRATIVE CODE WITHIN THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

WHEREAS, the Administration conducted a review of the Administrative Code within the Parma Heights Codified Ordinances. Upon review, the Administration is recommending amendments to various chapters of the Administrative Code; and

WHEREAS, it is the desire of this Council to adopt the recommendations 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 this Council does hereby amend various chapters of the Administrative Code within the Parma Heights Codified Ordinances, which read in their entirety as set forth in Exhibit “A”, attached hereto and incorporated by reference as if 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 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 necessary for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary for the Administrative Code to reflect modern policies regarding personnel, finances, and other matters on an immediate basis; wherefore, it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 101 Codified Ordinances

- 101.01 Designation; citation; headings.
- 101.02 General definitions.
- 101.03 Rules of construction.
- 101.04 Revivor; effect of re-enactment, amendment or repeal.
- 101.05 Construction of section references.
- 101.06 Conflicting provisions.
- 101.07 Separability.
- 101.99 General penalty.

CROSS REFERENCES

See section histories for similar State law

Codification in book form - see Ohio R.C. 731.23

Imprisonment until fine paid - see Ohio R.C. 1905.30, 2947.14

Ordinances and resolutions - see ADM. Ch. 123

Statute of limitations on prosecutions - see GEN. OFF. 606.06

101.01 DESIGNATION; CITATION; HEADINGS.

This volume consists of all ordinances and resolutions of a permanent and general nature of the Municipality, revised, codified, arranged, numbered and consolidated into component codes, titles, chapters and sections, and as such shall be known and may be designated as the Codified Ordinances of Parma Heights, Ohio, 1972, for which designation "Codified Ordinances" may be substituted. Code, title, chapter and section headings do not constitute any part of the law as contained in the Codified Ordinances. (ORC 1.01)

101.02 GENERAL DEFINITIONS.

As used in the Codified Ordinances, unless otherwise expressly provided or the context otherwise requires:

- (a) "And" may be read "or", and "or" may be read "and", if the sense requires it.

- (b) "Another," when used to designate the owner of property which is the subject of an offense, includes not only natural persons but also every other owner of property.
- (c) "Bond" includes an undertaking.
- (d) "Child" includes child by adoption.
- (e) "Council" means the legislative authority of the Municipality.
- (f) "County" means Cuyahoga County, Ohio.
- (g) "Fire Chief" shall mean the Chief of the Fire Department.
- (h) "Imprisoned" shall have the same meaning as in Ohio R.C. 1.05.
- (i) "Internet" means the international computer network of both federal and non- federal interoperable packet switched data networks, including the graphical subnetwork known as the world wide web.
- (j) "Keeper" or "proprietor" includes all persons, whether acting by themselves or as a servant, agent, or employee.
- (k) "Land" or "real estate" includes rights and easements of incorporeal nature.
- (l) "Legislative authority" means the legislative authority of the Municipality.
- (m) "May" is permissive.
- (n) "Municipality" or "City," means the City of Parma Heights, Ohio.
- (o) "OAC" refers to the Ohio Administrative Code.
- (p) "Oath" includes affirmation; and "swear" includes affirm.
- (q) "Of unsound mind." The person lacks the relevant mental capacity.
- (r) "Ohio R.C.," "ORC" or "Revised Code" refers to the Ohio Revised Code.
- (s) "Owner," when applied to property, includes any part owner, joint owner, or tenant in common of the whole or part of such property.
- (t) "Person" includes an individual, corporation, business trust, estate, trust, partnership, and association.
- (u) "Personal property" includes all property except real property.
- (v) "Plan of sewerage," "system of sewerage," "sewer," and "sewers" includes sewers, sewage disposal works and treatment plants, and sewage pumping stations, together with facilities and appurtenances necessary and proper therefor.
- (w) "Premises," as applied to property, includes land and buildings.
- (x) "Property" includes real, personal, mixed estates, and interests.

(y) "Public authority" includes boards of education; the Municipal, County, State, or Federal government, its officers, or an agency thereof; or any duly authorized public official.

(z) "Public place" includes any street, sidewalk, park, cemetery, school yard, body of water or watercourse, public conveyance, or any other place for the sale of merchandise, public accommodation, or amusement.

(aa) "Real property" includes lands, tenements, and hereditaments.

(bb) "Registered mail" includes certified mail; and "certified mail" includes registered mail.

(cc) "Shall" is mandatory.

(dd) "Sidewalk" means that portion of the street between the curb line and the adjacent property line intended for the use of pedestrians.

(ee) "State" means the State of Ohio.

(ff) "Street" includes alleys, avenues, boulevards, lanes, roads, highways, viaducts, and all other public thoroughfares within the Municipality.

(gg) "Tenant" or "occupant," as applied to premises, includes any person holding a written or oral lease, or who actually occupies the whole or any part of such premises, alone or with others.

(hh) "Undertaking" includes a bond.

(ii) "Week" means seven consecutive days.

(jj) "Whoever" includes all persons, natural and artificial; partners; principals, agents, and employees; and all officials, public or private.

(kk) "Writing" includes printing.

(ll) "Written" or "in writing" include any representation of words, letters, symbols, or figures; this provision does not affect any law relating to signatures.

(mm) "Year" means twelve consecutive months.

(ORC 1.02, 1.05, 1.44, 1.59, 701.01)

101.03 RULES OF CONSTRUCTION.

(a) Common and Technical Use. Words and phrases shall be read in context and construed according to the rules of grammar and common usage. Words and phrases that have acquired a technical or particular meaning, whether by legislative definition or otherwise, shall be construed accordingly.

(ORC 1.42)

(b) Singular and Plural; Gender; Tense. As used in these Codified Ordinances, unless the context otherwise requires:

- (1) The singular includes the plural, and the plural includes the singular.
- (2) Words of one gender include the other genders.
- (3) Words in the present tense include the future tense.

(c) Council, in consultation with the Director of Law, may, by Ordinance, do any of the following:

(1) Delete any language that has become obsolete as a result of either the passage of time, an amendment to the Parma Heights Codified Ordinances, or the preemption of State or Federal law; and

(2) Prior to reprinting the Codified Ordinances upon any adoption or amendment hereto, make such changes to the numbers, titles, and arrangement of chapters and section as may be necessary to maintain the logical and consistent ordering of the Parma Heights Codified Ordinances; and

(3) Correct typographical errors appearing in the Codified Ordinances.

No such deletion of obsolete language, or rearrangement and correction of typographical errors may be made which affects the substance or meaning of these Codified Ordinances or any part thereof or amendment thereto.

(ORC 1.43)

~~(e)~~ (d) Computation of Time.

(1) The time within which an act is required by law to be done shall be computed by excluding the first and including the last day; except that when the last day falls on Sunday or a legal holiday, then the act may be done on the next succeeding day that is not a Sunday or a legal holiday.

(2) When a public office, in which an act required by law is to be performed, is closed to the public for the entire day that constitutes the last day for doing the act or before its usual closing time on that day, the act may be performed on the next succeeding day that is not a Sunday or a legal holiday.

(3) "Legal holiday," as used in divisions ~~(e)~~(d)(1) and ~~(e)~~(d)(2) of this section, means the following days:

- A. The first day of January, known as New Year's ~~d~~Day;
- B. The third Monday in January, known as Martin Luther King ~~d~~Day;
- C. The third Monday in February, known as ~~Washington-Lincoln~~ Presidents' ~~d~~Day;

D. ~~The day designated in the “Act of June 28, 1968,” 82 Stat. 250, 5 U.S.C. 6103, as amended, for the commemoration of The last Monday of May, known as Memorial dDay;~~

E. The nineteenth day of June, known as Juneteenth dDay;

F. The fourth day of July, known as Independence dDay;

G. The first Monday in September, known as Labor dDay;

H. The second Monday in October, known as Columbus/Indigenous Peoples’ dDay;

I. The eleventh day of November, known as Veteran’s dDay;

J. The fourth Thursday in November, known as Thanksgiving dDay;

K. The twenty-fifth day of December, known as Christmas dDay;

L. Any day appointed and recommended by the Governor of this State or the President of the United States as a holiday.

(4) If any day designated in this section as a legal holiday falls on a Sunday, the next succeeding day is a legal holiday.

(ORC 1.14)

(5) When an act is to take effect or become operative from and after a day named, no part of that day shall be included. If priority of legal rights depends upon the order of events on the same day, such priority shall be determined by the times in the day at which they respectively occurred.

(ORC 1.15)

(6) If a number of months is to be computed by counting the months from a particular day, the period ends on the same numerical day in the concluding month as the day of the month from which the computation is begun, unless there are not that many days in the concluding month, in which case the period ends on the last day of that month.

(ORC 1.45)

101.04 REVIVOR; EFFECT OF RE-ENACTMENT, AMENDMENT OR REPEAL.

(a) The repeal of a repealing provision of these Codified Ordinances does not revive the provision originally repealed nor impair the effect of any saving clause therein.

(ORC 1.57)

(b) The re-enactment, amendment, or repeal of these Codified Ordinances does not, except as provided in division (c) of this section:

(1) Affect the prior operation of the provision or any prior action taken thereunder.

(2) Affect any validation, cure, right, privilege, obligation, or liability previously acquired, accrued, accorded, or incurred thereunder.

(3) Affect any violation thereof or penalty, forfeiture, or punishment incurred in respect thereto, prior to the amendment or repeal.

(4) Affect any investigation, proceeding, or remedy in respect of any privilege, obligation, liability, penalty, forfeiture, or punishment; and the investigation, proceeding, or remedy may be instituted, continued, or enforced, and the penalty, forfeiture, or punishment imposed, as if the provision had not been repealed or amended.

(c) If the penalty, forfeiture, or punishment for any offense is reduced by a re-enactment or amendment of these Codified Ordinances, the penalty, forfeiture, or punishment, if not already imposed, shall be imposed according to these Codified Ordinances as amended.

(ORC 1.58)

101.05 CONSTRUCTION OF SECTION REFERENCES.

(a) Wherever in a penalty section reference is made to a violation of a section or an inclusive group of sections, or of divisions or subdivisions of a section, such reference shall be construed to mean a violation of any provision of the section, sections, divisions or subdivisions included in the reference.

(b) References in these Codified Ordinances to action taken or authorized under designated sections of these Codified Ordinances include, in every case, action taken or authorized under the applicable legislative provision which is superseded by these Codified Ordinances.

(ORC 1.23)

(c) A reference to any portion of a provision of these Codified Ordinances applies to all re-enactments or amendments thereof.

(ORC 1.55)

(d) Whenever in one section reference is made to another section hereof, the reference shall extend and apply to the section referred to as subsequently amended, revised, recodified, or renumbered, unless the subject matter be changed or materially altered by the amendment or revision.

101.06 CONFLICTING PROVISIONS.

If the provisions of different codes, chapters or sections of the Codified Ordinances conflict with or contravene each other, the provisions bearing the latest passage date shall prevail. If the conflicting provisions bear the same passage date, the conflict shall be

construed so as to be consistent with the meaning or legal effect of the questions of the subject matter taken as a whole.

101.07 SEPARABILITY.

If any provisions of a section of these Codified Ordinances or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the section or related sections which can be given effect without the invalid provision or application, and to this end the provisions are severable.

(ORC 1.50)

101.99 GENERAL PENALTY.

Whenever, in the Codified Ordinances or in any ordinance of the Municipality, any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is otherwise provided, whoever violates or fails to comply with any such provision shall be guilty of a misdemeanor of the fourth degree and shall be fined not more than two hundred fifty dollars (\$250.00) or imprisoned not more than thirty days, or both. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

CHAPTER 105

Payments to Contractors

105.01 Schedules of payments to supersede Ohio Revised Code.

~~105.02 Procedure for payment.~~

~~105.03~~ 105.02 Estimates not binding on City; no waiver of City rights.

~~105.04~~ 105.03 Provisions for attested accounts.

~~105.05~~ 105.04 Prior estimates subject to correction.

~~105.06~~ 105.05 Final estimate; regulations.

~~105.07~~ 105.06 Noncompliance of contractor.

~~105.08~~ 105.07 Bid evaluation factors.

CROSS REFERENCES

Contracts and purchasing generally - see CHTR. Art. V, § 6

Public contracts - see Ohio R.C. 735.071 et seq.

Purchases outside of contracts with the State; exemption from competitive bidding requirements - see ADM. 145.09

105.01 SCHEDULES OF PAYMENTS TO SUPERSEDE OHIO REVISED CODE.

The scheduled time, rate, amount and manner of payments on all construction or improvement contracts or contracts contemplating performance in installments entered into by the City shall be in accordance with the provisions of this chapter, notwithstanding the provisions of Ohio R.C. 735.071 to 735.074, inclusive. It is the intention of Council that the provisions of this chapter shall supersede and shall be in lieu of and exclusive of the provisions of such sections of the Ohio Revised Code. (Ord. 1960-53. Passed 6-13-60.)

~~105.02 PROCEDURE FOR PAYMENT.~~

~~—The payment by the Municipality under its contracts shall be made in accordance with the procedure established in this section for the several improvements herein included and, as to any improvements not included in this section, shall be made in the manner agreed upon between the City and the contractor in the contract for the improvement or construction to be made. The method and schedule of payment are hereinafter set forth according to the type of improvement or construction to which they relate:~~

~~—(a) Sewers: Storm, Sanitary or Combination. On or before the first week of each month, the contractor shall furnish the Municipal Engineer with a statement of the approximate~~

estimate of the work which has been done in conformity with the contract. When the Engineer has checked this estimate and determined the total amount of work performed, the sum payable for such amount of work under the contract, less ten percent, shall be due to the contractor after deducting all previous estimates. Such material or partly completed work as the Engineer may find upon the site on the day set for estimating the work will be paid for at a price which, in the judgment of the Engineer, represents the cost to the contractor for such work or material. Ten days after the final measurements have been made, the Engineer shall submit the final estimate in full for all work performed, from which estimate, however, there shall be deducted five percent of the entire amount which shall be retained for a period of four months from the date of the final estimate.

~~—(b) Water Mains and Appurtenances. On or before the first week of each month, the contractor shall furnish the Municipal Engineer with a statement of the approximate estimate of the work which has been done in conformity with these specifications. When the Engineer has checked this estimate and determined the total amount of the work performed, the sum payable for such amount of work under the contract, less ten percent, shall be due to the contractor after deducting all previous estimates. Payment for partly completed work and for material delivered to the site and not installed in the work will be paid for at a price which, in the judgment of the Engineer, represents the cost to the contractor for such work or material.~~

~~—Ten days after the final measurements have been made and after acceptance by the Municipal Engineer and the City of Cleveland, Division of Water and Heat, the Engineer shall submit the final estimate in full for all work performed. From such estimate, however, there shall be deducted five percent of the entire amount which shall be retained for a period of four months following the date of submission of the final estimate. At the expiration of the four-month period, the contractor shall refill any depressions or remove any surplus from the street and clean and repair any part of the work under this contract. Upon the completion of such work to the satisfaction of the Engineer, three percent of the total contract amount shall be paid to the contractor. The remaining two percent due to the contractor shall be retained for an additional period of twenty months following the payment of such three percent as a guarantee upon the part of the contractor that the work will remain in good, sound condition.~~

~~—If any of the work done under the contract, in the opinion of the Engineer, requires repairs, replacements or backfillings, the contractor shall agree to furnish all materials and do all such work at his own expense. Should the contractor fail to do so within a reasonable time after notification, the contract shall provide that the Engineer shall have such work done, and the cost shall be paid out of the above mentioned two percent guarantee fund. Should the cost exceed this percent, the contract shall provide that the contractor agrees to pay the amount of the excess.~~

~~—(c) Sidewalks. On or before the first week of each month, the contractor shall furnish the Municipal Engineer with a statement of the approximate estimate of the work which has been done in conformity with these specifications. When the Engineer has checked this estimate and determined the total amount of work performed, the sum payable for such amount of work under the contract, less ten percent, shall be due to the contractor after~~

deducting all previous estimates. Such partly completed work as the Engineer may find upon the day set for estimating work will be paid for at a price which, in the judgment of the Engineer, represents the cost of the contractor's services. Ten days after the final measurements have been made, the Engineer shall submit the final estimate in full for all work performed.

—(d) ~~Surface Treatment of Streets and Repairs.~~ The contractor will be paid monthly for the work which, in the opinion of the Municipal Engineer, has been completed. On or before the first week of each month, the contractor shall furnish the Engineer with a statement of the approximate estimate of the work which has been done in conformity with these specifications. ~~When the Engineer has checked this estimate and determined the total amount of work performed, the sum payable for such amount of work under the contract, less eight percent, shall be due to the contractor after deducting all previous estimates.~~

—~~Ten days after the contractor has completed all work under this contract, the Engineer shall prepare an estimate based on all work completed, less four percent and less all previous estimates. Such four percent shall be retained for a period of thirty days. At the expiration of this period, the contractor shall go over the work and shall refill any depression, remove the surplus from the street and clean and repair any part of work in this contract as may be ordered by the Engineer. Upon completion of this work, as required by the contract and to the satisfaction of the Engineer, the total sum for the amount of work done under this contract, less estimates previously paid, shall be due and payable,~~

—(e) ~~Pavement and Appurtenances.~~ On or before the first week of each month, the contractor shall furnish the Municipal Engineer with a statement of the approximate estimate of the work which has been done in conformity with these specifications. ~~When the Engineer has checked this estimate and determined the total amount of work performed, then this amount, less ten percent, shall be due to the contractor after deducting all previous estimates. Such material, or partly completed work, which conforms to specifications as the Engineer may find when checking the finished work, will be paid for at a price which, in the judgment of the Engineer, represents the cost to the contractor for such work.~~

—~~Ten days after the contractor has completed all the work stipulated in this contract, the Engineer shall prepare an estimate based on all the work completed, less five percent and less all previous estimates. Such five percent shall be retained for a period of four months or, if inclement weather, snow or ice interfere, until such time as a final inspection of the work can be made. At the expiration of this period, the contractor shall go over the work and shall refill any depression, remove the surplus from the street and clean and repair any part of the work to have been completed under this contract as may be ordered by the Engineer.~~

—~~There will be retained by the Municipality for a three-year period, from the amount due upon the final estimate, a sum of money equal in amount to fifteen cents (15¢) per square yard for all pavement. Should the contractor make all necessary repairs, as directed at the expiration of such guarantee, then such amount, less any expense that the Municipality may have incurred, shall be returned to the contractor as full payment for any balance due on~~

~~the contract and improvement as herein provided. Should snow, ice or mud prevent the contractor from making such repairs at the expiration of the time specified, then the guarantee sum shall remain in the custody of the Municipality until such time as it becomes possible to make such inspection and repair.~~

~~(Ord. 1960-53. Passed 6-13-60.)~~

~~105.03~~ 105.02 ESTIMATES NOT BINDING ON CITY; NO WAIVER OF CITY RIGHTS.

~~The making of or payment of moneys based on the estimates mentioned in Section 105.02 shall not be taken or construed as an acceptance by the City of any such work so estimated.~~ The acceptance of or payment for any work performed or materials furnished under any such contract, or any possession by the City, shall not in any way be construed as a waiver by the City of any rights under the contract or of any right or power therein reserved to the City, nor shall any waiver or any breach of any part, or of the whole, of any such contract be construed as a waiver of any part thereof or of a subsequent breach thereof.

~~(Ord. 1960-53. Passed 6-13-60.)~~

~~105.04~~ 105.03 PROVISIONS FOR ATTESTED ACCOUNTS.

Any and all payments due or to become due to the contractor and all rights of the contractor to demand and receive such payments shall be subject to all provisions of law relating to attested accounts of subcontractors, equipment men, material men, laborers or mechanics. The contractor shall pay or satisfy the just and equitable claims of all persons or corporations who have performed labor or furnished materials or equipment for the contractor in the execution of each such contract, the just and equitable claims of all persons or corporations who shall previously have filed an attested account of any such claims with the proper official of the City, and all bills, costs or claims of any kind which might become a liability, lien or charge against the City. In the event attested accounts are filed with the City, the City may retain out of the moneys due or to become due to the contractor a sum sufficient to pay all such attested account claimants. In case such accounts are not paid or adjusted to the satisfaction of the City, the City may retain all payments pursuant to this chapter and pursuant to the law of attested accounts provided for by Ohio R. C. 1311.26 to 1331.37, inclusive.

~~{'}Ord. 1960-53. Passed 6-13-60.)~~

~~105.05~~ 105.04 PRIOR ESTIMATES SUBJECT TO CORRECTION.

All estimates made prior to the final estimate shall be subject to correction at the time of the final estimate and the final payment.

(Ord. 1960-53. Passed 6-13-60.)

~~105.06~~ 105.05 FINAL ESTIMATE; REGULATIONS.

The final estimate shall include all work of every description completed and all materials furnished by the contractor stipulated in the contract. All questions as to estimates, measurements or the determination of the quantity or quality of work shall be left to the discretion of the Municipal Engineer. Labor or material furnished outside the provisions of the contract will not be paid for unless it has been ordered by the Engineer and approved by Council.

(Ord. 1960-53. Passed 6-13-60.)

~~105.07~~ 105.06 NONCOMPLIANCE OF CONTRACTOR.

In case the contractor fails to comply with the terms of the specifications or contract or fails to comply with such orders or directions of the Municipal Engineer as are provided for in or pursuant to the contract, the City reserves the right to withhold any estimates that may be due until the terms, specifications, orders or directions are complied with to the satisfaction of the Engineer.

(Ord. 1960-53. Passed 6-13-60.)

~~105.08~~ 105.07 BID EVALUATION FACTORS.

(a) The following factors are significant in determining whether a bid is the lowest and best bid and may be considered and applied by city officials, in their discretion, when determining the lowest and best bid for supplies, commodities, materials, equipment, furnishings or construction, renovation, maintenance, repair, businesses or general services.

- (1) The bidder's familiarity with the project.
- (2) Adequacy of the equipment for the project.
- (3) The bidder's record on similar projects.
- (4) The bidder's experience in the relevant field in the preceding twelve months, including the original contract price for each job undertaken and the cost of any change order and overruns.
- (5) The bidder's compliance with deadlines.
- (6) The bidder's prior performance on any project taken for the City of Parma Heights.
- (7) The bidder's financial solvency.

(8) Whether the bidder has ever sued or been sued by a public entity over a public project.

(9) The bidder's bonding record.

(10) The bidder's compliance record with, and maintenance of, unemployment and workers' compensation laws for all employees.

(11) The bidder's compliance record with, and maintenance of, federal and state wage laws for all employees.

(12) The bidder's compliance record with, and maintenance of, the Fair Labor Standards Act for all employees.

(13) The bidder's compliance record with, and maintenance of, Occupational Safety and Health Administration regulations for all employees.

(14) The experience, training, and skill of the bidder's workforce in writing.

(15) The number of years the bidder has been in the relevant businesses.

(16) The continuity of the bidder's workforce.

(17) The bidder's past compliance with employee drug testing.

(18) Past compliance with local and state income tax laws.

(19) The bidder's participation in a state accredited apprenticeship program when it is required by Ohio prevailing wage law.

(20) Any other factor determined to be relevant.

(b) Bid specifications may contain provisions conforming to subsection (a) of this section. Evidence of the factors a bidder wishes to be considered is the responsibility of the bidder.

(c) City Officials may reject any or all bids, or parts of bids, for any reason if acceptance is not in the best interest of the City.

(Ord. 2023-53. Passed 10-10-23.)

CHAPTER 107
Public Meetings

107.01 Purposes.

107.02 Definitions.

107.03 Notice of regular and organizational meetings.

107.04 Notice of special meetings.

107.05 Notice to news media of special meetings.

107.06 Notification of discussion of specific types of public business.

107.07 General.

CROSS REFERENCES

Public meetings - see Ohio R.C. 121. 22

Council meetings - see CHTR. Art. Ill, § 8; ADM. 121.01

107.01 PURPOSES.

Council has adopted this chapter for the purposes of:

(a) Establishing a reasonable method whereby a person may determine ~~the time and place of all regularly scheduled meetings and~~ the time, place and purpose of all special meetings;

(b) Making provision for giving advance notice of special meetings to the news media that have requested notification; and

(c) Making provision for persons to request and obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed.

This chapter applies to each Municipal body, as defined in Section 107. 02, and is in addition to any applicable legal requirements relative to notices to members of a Municipal body or to others in connection with specific meetings or specific subject matters.

(Ord. 1975-84. Passed 12-22-75.)

107.02 DEFINITIONS.

As used in this chapter:

(a) "Clerk" means the Clerk of Council.

(b) "Day" means a calendar day.

(c) "Meeting" means any prearranged discussion of the public business of a Municipal body by a majority of the members of such Municipal body.

(d) "Municipal body" means each of the following:

- (1) The Council;
- (2) The Planning Commission;
- (3) The Board of Zoning Appeals;
- (4) The Board of Tax Appeals;
- (5) ~~Assessment Equalization Boards~~ Charter Review Commission;
- (6) The Civil Service Commission;
- (7) ~~The Building Commission~~ Records Commission;
- (8) The Recreation Commission;
- (9) ~~The Public Properties Commission~~; and

(10) A committee of any of the above Municipal bodies comprised of members of such bodies if such committee is:

- A. Comprised of a majority of the members of the main Municipal body, or
- B. A decision-making committee.

(e) "Oral notification" means notification given orally, either in person or by telephone, directly to the person for whom such notification is intended, or by leaving an oral message for such person at the address, or if by telephone at the telephone number, of such person as shown on the records kept by the Clerk as provided in this chapter.

(f) "Post" means to post a notice in an area accessible to the public during the usual business hours at the office of the Clerk and at the following locations:

- (1) Parma Heights City Hall, 6281 Pearl Road; and
- (2) City of Parma Heights website.

A notice identifying the locations at which notifications will be posted pursuant to this chapter shall be published by the Clerk within ten calendar days after the adoption of this chapter.

(g) "Published" means published once in a newspaper having a general circulation in the City, as defined in Ohio R.C. 7.12, except that no portion of such newspaper need be printed in the City. If, at the time of any such publication, there is no such newspaper of general circulation, then such publication shall be in a newspaper then determined by the Clerk to have the largest circulation in the City.

(h) "Special meeting" means a meeting which is neither a regular meeting nor an adjournment of a regular or special meeting to another time or day to consider items specifically stated on the original agenda of such regular or special meeting.

(i) "Written notification" means notification in writing mailed, ~~telegraphed~~ emailed, or delivered to the address of the person for whom such notification is intended, as shown on the records kept by the Clerk under this chapter, or in any way delivered to such person. If mailed, such notification shall be mailed by first-class mail, deposited in a U.S. Postal Service mailbox not later than the second day preceding the day of the meeting to which such notification refers, provided that at least one regular mail delivery day falls between the day of mailing and the day of such meeting.

(Ord. 1975-84. Passed 12-22-75; Ord. 2014-22. Passed 8-11-14.)

107.03 NOTICE OF REGULAR AND ORGANIZATIONAL MEETINGS.

(a) The Clerk shall post a statement of the time(s) and place(s) of the regular meetings of each Municipal body for each calendar year not later than the second day preceding the day of the first regular meeting, other than the organizational meeting, of the calendar year of such Municipal body. The Clerk shall check at reasonable intervals to ensure that such statement remains so posted during such calendar year. If, at any time during the calendar year, the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, a statement of the time and place of such changed regular meetings shall be so posted by the Clerk at least twenty-four hours before the time of the first changed regular meeting.

(b) The Clerk shall post a statement of the time and place of any organizational meeting of a Municipal body at least twenty-four hours before the time of such organizational meeting.

(c) Upon the adjournment of a regular or special meeting to another day, the Clerk shall promptly post notice of the time and place of such adjourned meeting.

(Ord. 1975-84. Passed 12-22-75.)

107.04 NOTICE OF SPECIAL MEETINGS.

(a) Except in the case of a special meeting referred to in Section 107.05(d), the Clerk shall, not later than twelve hours before the time of a special meeting of a Municipal body, post a statement of the time, place and purposes of such special meeting.

(b) The statement provided for herein and the notifications provided for in Section 107.05 shall state such specific or general purpose or purposes then known to the Clerk to be intended to be considered at such special meeting and may state, as an additional general purpose, that any other business that may properly come before such Municipal body at such meeting may be considered and acted upon.

(Ord. 1975-84. Passed 12-22-75.)

107.05 NOTICE TO NEWS MEDIA OF SPECIAL MEETINGS.

(a) A news medium organization that desires to be given advance notification of special meetings of a Municipal body shall file with the Clerk a written request therefor.

Except in the event of an emergency requiring immediate official action, as referred to in subsection (d) hereof, a special meeting shall not be held unless at least ~~twenty-four~~ twelve hours advance notice of the time, place and purposes of such special meeting is given to the news media that have requested such advance notification in accordance with subsection (b) hereof.

(b) News media requests for such advance notification of special meetings shall specify the following:

(1) The Municipal body that is the subject of such request;

(2) The name of the medium;

(3) The name and address of the person to whom written notifications to the medium may be mailed, ~~telegraphed~~ emailed, or delivered;

(4) The names, addresses and telephone numbers, including addresses and telephone numbers at which notifications may be given either during or outside of business hours, of at least two persons to either one of whom oral notifications to the medium may be given; and

(5) At least one telephone number which the request identifies as being manned and that can be called at any hour for the purpose of giving oral notification to such medium.

Any such request shall be effective ~~for six months from the date of filing with the Clerk or~~ until the Clerk receives written notice from such medium canceling or modifying such request, whichever is earlier. Each requesting news medium shall be informed of such period of effectiveness at the time it files its request. Such requests may be modified or extended only by filing a completely new request with the Clerk. A request shall not be deemed to be made unless it is complete in all respects, and such request may be conclusively relied on by the City, the Municipal body that is the subject of such request, and the Clerk.

(c) The Clerk shall give such oral notification or written notification or both, as the Clerk determines, to the news media that have requested such advance notification in accordance with subsection (b) hereof, of the time, place and purposes of each special meeting, at least ~~twenty-four~~ twelve hours prior to the time of such special meeting.

(d) In the event of an emergency requiring immediate official action, a special meeting may be held without giving twenty-four hours advance notification thereof to the requesting news media. The persons calling such meeting, or any one or more of such

persons, or the Clerk on their behalf, shall immediately give oral notification or written notification, or both, as the person or persons giving such notification determine, of the time, place and purposes of such special meeting to such news media that have requested such advance notification in accordance with subsection (b) hereof. The minutes or the call, or both, of any such special meeting shall state the general nature of the emergency requiring immediate official action.

(Ord. 1975-84. Passed 12-22-75.)

107.06 NOTIFICATION OF DISCUSSION OF SPECIFIC TYPES OF PUBLIC BUSINESS,

(a) A person, upon written request and as provided herein, may obtain reasonable advance notification of all meetings at which any specific type of public business is scheduled to be discussed. Such person may file a written request with the Clerk specifying the following:

- (1) The person's name;
- (2) The address(es) and telephone number(s) at or through which the person can be reached during and outside of business hours;
- (3) The specific type of public business the discussion of which the person is requesting advance notification of; and
- (4) The Municipal body that is the subject of such request; ~~and~~
- (5) ~~The number of calendar months (not to exceed three) that the request covers.~~

Such requests may be canceled by a subsequent request therefor from such person to the Clerk.

~~Each such written request must be accompanied by cash, or a check or money order payable to the City, in the amount of three dollars (\$3.00) for each month covered by the request, which amount has been determined by Council to represent a reasonable fee to cover the costs of providing such advance notification.~~

~~Such requests may be modified or extended only by filing a complete new request with the Clerk. A request shall not be deemed to be made unless it is complete in all respects, and such request may be conclusively relied on by the City, the Municipal body that is the subject of such request, and the Clerk.~~

(b) The Clerk shall give such advance notification by written notification, oral notification, or both, as the Clerk determines. The contents of written notification may be a copy of the agenda of the meeting. Written notification may be accomplished by giving advance copies of the agendas of all meetings of the Municipal body that is the subject of such request.

(Ord. 1975-84. Passed 12-22-75.)

107.07 GENERAL.

(a) Any person may visit or telephone the office of the Clerk during that office's regular office hours to determine, based on information available at that office: the time and place of regular meetings; the time, place and purposes of any then known special meetings; and whether the available agenda of any such future meeting states that any specific type of public business, identified by such person, is to be discussed at such meeting.

(b) Any notification provided herein to be given by the Clerk may be given by any person acting on behalf of or under the authority of the Clerk.

(c) A reasonable attempt at notification shall constitute notification in compliance with this chapter.

(d) A certificate by the Clerk as to compliance with this chapter shall be conclusive upon the City and the Municipal body involved.

(Ord. 1975-84. Passed 12-22-75.)

CHAPTER 121

Council

121.01 Time of meetings.

121.02 Holidays.

~~121.03 Day before elections.~~

121.03 ~~121.04~~ Establishment of Clerk and Assistant Clerks.

121.04 ~~121.05~~ Duties of Clerk and Assistant Clerks of Council.

121.05 ~~121.06~~ Powers vested in Council.

121.06 ~~121.07~~ Rules of Order.

CROSS REFERENCES

Number, term, qualifications - see CHTR. Art. III, § 1, 2

Removal and vacancies - see CHTR. Art. III, § 4, 5

Meetings, quorum, rules - see CHTR. Art. III, § 8 et seq.

121.01 TIME OF MEETINGS.

The regular meetings of Council shall be held on the second and fourth Monday of each calendar month from September through June at 7:00 p.m. in the Parma Heights Municipal Building.

(Ord. 1956-5. Passed 1-16-56; Ord. 2019-38. Passed 12-9-19.)

121.02 HOLIDAYS.

When a regular meeting time of Council falls upon a holiday as defined herein, Council shall meet on the day following the holiday at the same hour and place at which regular meetings are ordinarily held.

A holiday for the purposes of this chapter shall be any of the following:

- (a) A national holiday;
- (b) A State holiday; or
- (c) A holiday celebrated by and within the City.

It shall be the duty of the Mayor to define a certain day as being a holiday and to declare it as such. Notice of the holidays shall be given by the Mayor at the regular meeting next preceding the meeting which would fall upon a holiday, or, in the event of a failure to so

notify Council, the Mayor shall cause notice to be sent to each member of Council in the same manner in which notice of special meetings is given.

In the event the Mayor is absent from the City or unable for any reason to perform this duty, the President of Council shall declare the holiday and give notice to Council in the same manner as is required of the Mayor herein.

(Ord. 1955-89. Passed 11-14-55.)

121.03 ~~DAY BEFORE ELECTIONS.~~

~~When a regular meeting time of Council falls upon the day before a primary, general or special election is to be held in the Municipality, Council shall meet on the following Monday at the same hour and place at which regular meetings are held.~~

(Ord. 1955-89. Passed 11-14-65.)

121.03 ~~121.04~~ ESTABLISHMENT OF CLERK AND ASSISTANT CLERKS.

(a) There is hereby established the position of Clerk of Council.

(b) There are hereby established the positions of two Assistant Clerks of Council. (Ord. 1973-65. Passed 9-10-73.)

121.04 ~~121.05~~ DUTIES OF CLERK AND ASSISTANT CLERKS OF COUNCIL.

(a) The Clerk of Council and Assistant Clerks of Council shall perform such duties as are provided for in the City Charter, as may be assigned from time to time by Council and as are outlined in subsection (b) hereof.

(b) The duties of the Clerk of Council and the Assistant Clerks of Council shall include, but are not limited to, the following:

(1) Attendance at all meetings of Council, recording the minutes, keeping a journal of Council's proceedings, recording in full all ordinances and resolutions of Council in books kept for that purpose and authenticating the same by ~~her~~ their signature;

(2) Attendance at all meetings of the Planning Commission, recording the minutes of the meetings, keeping a journal of the Commission's proceedings, recording in full all recommendations of the Commission in books kept for that purpose and authenticating the same by ~~her~~ their signature;

(3) Attendance at all public hearings of the Board of Zoning Appeals, reporting the proceedings, and maintaining an appropriate file for them; ~~and~~

(4) Attendance at meetings of any other boards and commissions as directed by the Mayor or President of Council, reporting the proceedings, and maintaining an appropriate file for them; and

(5) Such other duties as may be required by the ~~Director of Law~~ Mayor or the President of Council.

(Ord. 1973-65. Passed 9-10-73.)

121.05 ~~121.06~~ POWERS VESTED IN COUNCIL.

All powers which are now or may hereafter be vested in the City under Article I of the City Charter and which under State statutes are to be exercised by any board, commission or by the body provided by statute but not created by Charter or ordinance of the City, are to be vested in Council, except as otherwise provided by the City Charter.

(Ord. 1958-14. Passed 4-14-58.)

121.06 ~~121.07~~ RULES OF ORDER.

There is hereby adopted the Rules of Order attached to original Ordinance 1991-46, passed December 30, 1991, as Exhibit A and that have been amended from time-to-time by Ordinance 2002-24, passed June 10, 2002, and Ordinance 2011-1, passed January 10, 2011, Ordinance 2022-40, passed November 28, 2022, and Ordinance 2024-1, passed January 8, 2024. The Clerk of Council shall maintain the current Rules of Order as well as a record of all amendment dates and accompanying Ordinances. Such Rules are hereby made a part of this section by reference as if fully rewritten herein for the purpose of establishing Rules of Order governing Council.

(Ord. 1991-46. Passed 12-30-91; Ord. 2002-24. Passed 6-10-02; Ord. 2011-1. Passed 1-10-11; Ord. 2011-1. Passed 1-10-11.)

CHAPTER 141

Mayor

141.01 Compensation for use of private automobile.

141.02 Special Assistants to the Mayor. ~~Secretary.~~

141.03 Expenditures ~~Termination of employees who attain seventy years of age.~~
(Repealed)

CROSS REFERENCES

Term, qualifications, vacancy or absence - see CHTR. Art. II, § 1

Powers of Mayor - see CHTR. Art. II, § 2 et seq.

Run-off election for Mayor - see CHTR. Art. VI, § 4

141.01 COMPENSATION FOR USE OF PRIVATE AUTOMOBILE.

(a) Council authorizes and approves payment from the proper fund to the Mayor for the use of ~~his~~ their private automobile in the performance of official business of the Municipality.

(b) The compensation for the use of the private automobile in the performance of official business shall be at the rate of six hundred dollars (\$600.00) per year, payable monthly. Beginning January 1, 2026, compensation for the use of the private automobile in the performance of official business shall be at the rate of seven thousand two hundred dollars (\$7,200.00) per year, payable monthly.

(c) When the Municipality has provided an automobile for the use of the Mayor on official business, payment to the Mayor for the use of ~~his~~ their private automobile on the public business of the Municipality shall be terminated.

(Ord. 1954-18. Passed 1-25-54.)

141.02 SPECIAL ASSISTANTS TO THE MAYOR. ~~SECRETARY.~~

(a) There is hereby established the positions of Special Assistants ~~Secretary~~ to the Mayor.

(b) ~~The~~ Special Assistants ~~Secretary~~ to the Mayor shall be appointed by the Mayor, ~~shall serve at his pleasure and shall perform such duties on behalf of the Municipality as may be assigned to them her~~ by the Mayor from time to time, subject to the budget approved by Council.

(Ord. 1959-12. Passed 3-23-59.)

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

The Mayor is authorized to expend budgeted funds to advance economic development, civic, charitable, and other interests of the City so long as they are reasonable in nature and scope. These expenditures may include, but are not limited to, meals, transportation, media, and expenses for the attendance at meetings, conferences, and the like.

~~—(EDITOR'S NOTE: Section 141.03 was repealed by Ordinance 2023-17, passed April 10, 2023.)~~

CHAPTER 142

Director of Administration, Personnel and Intergovernmental Relations (REPEALED)

~~142.01 Establishment.~~

~~142.02 Duties.~~

~~142.03 Compensation.~~

~~142.04 Appointment and term.~~

~~—CROSS REFERENCES~~

~~—Executive powers of Mayor—see CHTR. Art. II, § 2~~

~~—Administrative departments, boards and commissions generally—see CHTR. Art. IV, § 1~~

~~—Civil Service Commission—see ADM. Ch. 165~~

~~—Employees generally—see ADM. Ch. 179~~

~~142.01 ESTABLISHMENT.~~

~~—The position of Director of Administration, Personnel and Intergovernmental Relations is hereby established.~~

~~(Ord. 1974-62. Passed 7-29-74.)~~

~~142.02 DUTIES.~~

~~—The Director of Administration, Personnel and Intergovernmental Relations shall manage, supervise and be responsible for the administrative procedures in all departments of the City and shall serve as Administrative Assistant to the Mayor. He shall also manage and supervise all labor relations with City employees and shall set the standards of employment. They He shall manage and supervise intergovernmental relations with the United States, the State and all political subdivisions thereof, including, but not limited to, the County, regional authorities and other municipalities. (Ord. 1974-62. Passed 7-29-74.)~~

~~142.03 COMPENSATION.~~

~~—The compensation of the Director of Administration, Personnel and Intergovernmental Relations shall be determined from time to time by Council.~~

~~142.04 APPOINTMENT AND TERM.~~

~~—The Director of Administration, Personnel and Intergovernmental Relations shall be appointed by the Mayor and serve at the pleasure of the Mayor.~~

~~{Ord. 1974-62. Passed 7-29-74.}~~

CHAPTER 143

Department of Law

143.01 Director of Law; appointment.

143.02 Special counsel.

143.03 Residency requirement.

143.04 Paralegal/Law Clerk.

~~143.05 Assistant to Director of Law.~~

~~143.06~~ 143.05 Director of Law; duties; compensation.

~~143.07~~ 143.06 Assistant Director of Law/Prosecutor.

CROSS REFERENCES

Director of Law - see CHTR. Art. IV, § 3

Solicitors - see Ohio R.C. 733.49 et seq.

143.01 DIRECTOR OF LAW; APPOINTMENT.

The advice and consent of Council required by Article IV, Section 3 of the City Charter in the appointment of the Director of Law shall be evidenced by motion duly adopted approving the Mayor's appointment.

(Ord. 1961-5. Passed 1-9-61.)

143.02 SPECIAL COUNSEL.

In order to assist the Director of Law in the performance of the duties provided for in the City Charter or in order to provide legal services for the City when the position of Director of Law is vacant or when the Director is absent from the City, inaccessible or has declined to perform such services, the Mayor is authorized to employ for and on behalf of the City ~~the firm of Squire, Sanders and Dempsey, Cleveland, Ohio, or~~ other special counsel, ~~under the title of special counsel~~ and to agree on behalf of the City to pay such reasonable compensation for services ~~as may be approved by Council.~~

143.03 RESIDENCY REQUIREMENT.

Neither the Director of Law, any assistants herein provided for nor any other attorney or firm of attorneys designated or employed hereunder shall ever be required to be residents or electors of the City. (Ord. 1961-5. Passed 1-9-61.)

143.04 PARALEGAL/LAW CLERK.

There is hereby created the position of Paralegal/Law Clerk who shall be appointed by the Mayor, ~~shall serve at his pleasure~~ and shall perform such clerical duties on behalf of the Municipality as may be assigned ~~by the Mayor~~ from time to time.

(Ord. 1956-80. Passed 11-12-56.)

~~143.05 ASSISTANT TO DIRECTOR OF LAW.~~

~~—(a) Effective June 3, 1974, the position of Assistant to the Director of Law is created.~~

~~(Ord. 1974-45. Passed 6-4-74.)~~

~~—(b) The compensation of the Assistant to the Director of Law shall be determined from time to time by Council. (Adopting Ordinance)~~

~~—(c) The Assistant to the Director of Law shall be appointed by the Mayor with the advice and consent of Council.~~

(Ord. 1974-45. Passed 6-4-74.)

~~143.06~~ 143.05 DIRECTOR OF LAW; DUTIES; COMPENSATION.

(a) The salary of the Director of Law shall compensate the Director for all ordinary services. Ordinary services include the preparation of contracts, bonds and other instruments in writing concerning the City; acting as legal adviser and attorney for the City, the Mayor, Council and administrative officials in matters relating to their official duties; acting as Prosecutor in the Mayor's Court or Municipal Court in any case to which the City is a party; drafting of ordinances and resolutions; attendance at Council meetings and Cabinet meetings; and administering and supervising the Department of Law.

(b) The Director of Law is hereby authorized ~~and directed~~ to act as chief trial counsel and attorney and/or chief prosecuting attorney in all civil and/or criminal litigation brought by or against the City in the courts of record, or before any arbitration board, or, with the approval of the Mayor, to arrange for special counsel, as provided in Section 143.02, to represent the City in such matters. The Director of Law is authorized and directed to represent the City as trial counsel and attorney in the Mayor's Court, Municipal Court, Court of Common Pleas, Court of Appeals, and the Supreme Court of Ohio in all criminal prosecutions to which the City is a party, and, with the approval of the Mayor, to arrange for special counsel, as provided in Section 143.02, to represent the City in such matters.

(c) The Director of Law, when representing the City in matters referred to in sub-section (b) hereof, shall receive additional compensation at a reasonable rate for such services as

shall be approved by Council. In no event shall such additional compensation to the Director exceed those fees charged by special counsel for like services.

(Ord. 1976-65. Passed 9-13-76.)

~~143.07~~ 143.06 ASSISTANT DIRECTOR OF LAW/PROSECUTOR.

(a) The position of Assistant Director of Law/Prosecutor is hereby established.

(b) The Assistant Director of Law/Prosecutor shall represent the City in all criminal matters and court proceedings, as authorized by the Mayor. He or she shall perform all other duties now or hereafter imposed upon municipal prosecutors by the laws of the State of Ohio. He or she shall perform such other duties consistent with the office of Assistant Law Director.

(c) The compensation of the Assistant Director of Law/Prosecutor shall be that sum as provided for the Assistant Director of Law in payroll ordinances.

(d) The Assistant Director of Law/Prosecutor shall be appointed by the Mayor and serve at the pleasure of the Mayor.

(Ord. 2004-34. Passed 12-13-04.)

CHAPTER 145

Department of Finance

145.01 Duties of Director.

145.02 Finance Clerk; duties.

145.03 ~~Income Tax Clerks.~~ Utilization charges for emergency medical services.

145.04 Fees and charges for Municipal documents and services.

145.05 Petty cash accounts.

145.06 Change funds.

145.07 Assistant Director of Finance ~~Tax Administrator.~~

145.08 Cooperative purchasing.

145.09 Purchases outside of contracts with the State; exemption from competitive bidding requirements.

145.10 Collection of Municipal Income Tax.

145.11 Blanket purchase orders.

CROSS REFERENCES

Director of Finance - see CHTR. Art. IV, § 4

Contracts and purchasing generally - see CHTR. Art. V, § 6

Admissions tax, Director's duties - see ADM. Ch. 191

Earned income tax, Director's duties - see ADM. Ch. 193

Drug Law Enforcement Fund - see GEN. OFF. 606.251

Law Enforcement Trust Fund - see GEN. OFF. 606.251

145.01 DUTIES OF DIRECTOR.

The Director of Finance shall perform such duties as the City Charter ~~commands~~ provides and such other duties as the Mayor or Council may from time-to-time request.

(Ord. 1955-93. Passed 12-28-55.)

145.02 FINANCE CLERK; DUTIES.

(a) There is hereby created the position of Finance Clerk. They He shall be appointed by the Mayor, shall serve at Ms pleasure and shall perform such clerical duties on behalf of the Municipality as may be assigned by the Mayor from time to time.

(b) Additional positions may be created and filled if deemed necessary by the Director of Finance and approved by the Mayor.

(Ord. 1956-40. Passed 5-21-56.)

145.03 INCOME TAX CLERKS. UTILIZATION CHARGES FOR EMERGENCY MEDICAL SERVICES.

~~There are hereby created the positions of Income Tax Clerk I and Income Tax Clerk II. They shall be appointed by the Mayor, shall serve at his pleasure and shall perform such clerical duties on behalf of the Municipality as may be assigned by the Mayor and Director of Finance from time to time.~~

~~(Ord. 1968-6. Passed 1-22-68.)~~

(a) The Council hereby adopts as utilization charges the following rates:

(1) Basic Life Support ~~\$550.00~~ \$650.00

(2) Advanced Life Support 1 ~~\$750.00~~

(3) Advanced Life Support 2 ~~\$950.00~~ \$1,050.00

(4) With a mileage fee of ~~\$15.00~~ \$16.00 per mile when transporting.

(b) The Mayor and the Director of Finance are hereby authorized and directed to establish a billing procedure consistent with the rates identified in division (a) of this section for the services provided, and to perform collection of such billings or to engage an agency to perform such collection services for a reasonable fee which shall be negotiated from time to time by the Mayor.

(c) It is the policy of this Council that the procedures for billing shall include the waiver of such billings where it is determined that the person receiving the emergency services is indigent or is otherwise unable to pay for such services, and there is no other source for the payment thereof.

(d) The funds collected pursuant to the provisions hereof shall be deposited into one or more funds established by Council for the purposes of the acquisition of medical services vehicles, equipment, Fire Department equipment, the upgrading and/or replacement of the current Fire and Police Department building and facilities, the payment of the cost of financing thereof, and any cost incurred in the collection of such fees. All interest earned on the monies to the credit of such funds shall be credited to the same fund.

(Ord. 2002-14. Passed 4-22-02; Ord. 2022-3. Passed 3-14-22.)

145.04 FEES AND CHARGES FOR MUNICIPAL DOCUMENTS AND SERVICES.

(a) The following fees or charges shall be made by the City for the following documents or services:

Document	Fee
----------	-----

Document	
----------	--

Fee	
-----	--

(1) Codified Ordinances	
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per copy	
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\$130.00	
----------	--

(2) Charter	
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per copy	
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5.00	
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(3) Planning and Zoning Code	
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per copy	
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\$5.00	
--------	--

(4) Building Code	
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per copy	
----------	--

5.00	
------	--

(5) Fire Prevention Code	
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per copy	
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3.00	
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(6) Income Tax Code	
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per copy	
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5.00	
------	--

(7) Maps of the City	
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A. 13 inches by 17 inches

per copy

2.00

B. 34 inches by 44 inches

per copy

6.00

(8) Copies of Police Accident Reports

per page

0.05

(9) Photographs -

Black/white 8 X 10 inches

per print

10.00

each additional print of same negative

5.00

(10) Photographs -

per print

15.00

Color 8 X 10 inches

each additional print of same negative

7.50

(11) Copies of Ordinances or Resolutions

per page

0.05

both sides

0.10

(12) Minutes of Council, Boards, or Commissions

per page

0.05

both sides

0.10

(13) Copies of any plans or documents

per page

1.00

both sides

2.00

oversized paper

3.00

(14) Copies of any item furnished by applicant

per page

1.00

both sides

2.00

(15) All documents mailed will be subject to the postage rate

(16) Municipal Income Tax Forms:

0-50 forms (any combination of forms)

3.50

For orders in excess of 50 forms, a per form charge will be assessed based on printing costs in effect at the time the order is placed. Orders in excess of 50 forms must be picked up in person at City Hall.

(17) Special assessment requests (title agencies)

\$20.00 ~~10.00~~ per parcel

(b) All proceeds received from the sale of any of these items shall be paid into the General Fund of the City.

(Ord. 1997-17. Passed 5-27-97; Ord. 2000-27. Passed 6-12-00; Ord. 2019-36. Passed 12-9-19.)

145.05 PETTY CASH ACCOUNTS.

There is hereby established a petty cash account for the following offices and departments of the City in the following amounts:

Finance Department	\$ 50.00
Police Department	\$ 500.00
Senior Center	\$ 500.00
Fire Department	\$ 25.00
Concession Stand	\$ 100.00

(Ord. 2002-36. Passed 9-23-02; Ord. 2019-36. Passed 12-9-19.)

145.06 CHANGE FUNDS.

There is hereby established a Change Fund account for the following offices and departments of the City in the following amounts:

Building and Service \$ 150.00 ~~100.00~~

Concession Stand	\$ 100.00
Court Clerk	\$ 50.00
Pool	\$ 50.00
Recreation	\$ 50.00

(Ord. 1997-3. Passed 2-10-97; Ord. 2019-36. Passed 12-9-19.)

145.07 ASSISTANT DIRECTORS OF FINANCE-TAX ADMINISTRATOR.

(a) The positions of Assistant Directors of Finance-Tax Administrator ~~is~~ are hereby established.

(b) ~~The Tax Administrator shall manage, supervise and be responsible for the administrative procedures in the Income Tax Department and shall serve as Assistant to the Director of Finance. The~~ Assistant Directors of Finance Tax Administrator shall also manage and supervise all income tax collections and be appointed by the Mayor, and shall perform any and all other such duties delegated by the Director of Finance, subject to the budget approved by Council.

~~(c) The compensation of the Assistant Directors of Finance-Tax Administrator shall be as established from time to time by Council, per annum, payable in twenty six substantially equal installments.~~

(Ord. 1984-15. Passed 4-23-84.)

145.08 COOPERATIVE PURCHASING.

(a) The Director of ~~Finance~~ Public Service (known as the Purchasing Agent) hereby requests authority, in the name of the City, to participate in State contracts which the Department of Administrative Services, Office of State Purchasing, has entered into for the purchase of supplies, services, equipment and certain materials pursuant to Ohio R.C. 125.04.

(b) The Mayor is hereby authorized to agree, in the name of the City, to be bound by all contract terms and conditions as the Department of Administrative Services, Office of State Purchasing, prescribes. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Department of Administrative Services incurs as a result of the City's participation in a contract. Further, the Mayor does hereby agree to be bound by all such terms and conditions.

(c) The Mayor is hereby authorized to agree, in the name of the City, to directly pay the vendor, under each such State contract in which it participates, for items it receives pursuant to the contract, and the Mayor does hereby agree to directly pay the vendor.

(Res. 1988-10. Passed 4-11-88).

145.09 PURCHASES OUTSIDE OF CONTRACTS WITH THE STATE; EXEMPTION FROM COMPETITIVE BIDDING REQUIREMENTS.

(a) The Director of ~~Finance~~ ~~Public Service~~ may, if authorized and directed by ordinance of Council, purchase equipment, supplies or services from another party, including another political subdivision, instead of by participating in contracts into which the Department of Administrative Services, Office of State Purchasing, has entered for the purchase of equipment, supplies or services, as provided in Section 145.08, if the Director of Public Service can purchase such supplies, equipment or services from such other party upon equivalent terms, conditions and specifications, but at a lower price than through such State contracts. Purchases that the Director of Public Service makes under this section are exempt from any competitive selection procedures otherwise required by law.

(b) If the Director of ~~Finance~~ ~~Public Service~~ makes any purchase under this section, he or she shall maintain sufficient information regarding the purchase to verify that the conditions for making a purchase under this section have been satisfied.

(Ord. 1998-4. Passed 3-9-98.)

145.10 COLLECTION OF MUNICIPAL INCOME TAX.

The collection of municipal income taxes may be outsourced to a separate public or private entity with the approval of the Mayor and City Council.

145.11 BLANKET PURCHASE ORDERS.

The Director of Finance is hereby authorized to certify blanket purchase orders for expenditures, orders for payment, and contracts or obligations calling for or requiring payment, not to exceed fifty thousand dollars (\$50,000.00) per cost code. The term of any blanket purchase order shall not exceed the end of the fiscal year in which the blanket purchase order was certified. An itemized statement of obligations incurred and expenditures made under a blanket purchase order shall be rendered to the Finance Director before another such blanket purchase order may be issued. Not more than one blanket purchase order per cost code shall be outstanding at a time.

CHAPTER 147

Department of Public Service

EDITOR'S NOTE: The City enters into collective bargaining agreements with Local ~~1099~~ 860, Municipal, County and State Employee's Union, with respect to terms and conditions of employment of certain employees in the Department of Public Service. Copies of the latest agreement may be obtained, at cost, from the Clerk of Council.

147.01 Duties of Director.

147.02 Public Works Coordinator. ~~Assistants.~~

147.03 ~~Commissioner of Licenses.~~

147.04 147.03 Building and Service Department Clerks.

147.05 147.04 Department employees.

147.06 147.05 Emergency personnel and equipment.

147.07 ~~Insurance, vacations, holidays, longevity and jury duty.~~

147.08 ~~Sick leave.~~

147.09 ~~Secretary to the Director.~~

147.10 147.06 Inspection of bridges.

147.11 ~~Minimum call-in pay. (Repealed)~~

147.12 ~~Overtime.~~

147.13 147.07 Approval of contracting and purchasing, purchase orders.

147.14 ~~Compensation for volunteer firemen.~~

147.15 ~~Uniform allowances. (Repealed)~~

147.16 ~~Tool allowances.~~

147.17 ~~Arborist/Tree Consultant.~~

147.18 ~~Commercial Driver's License pay.~~

147.19 147.08 Building inspection services.

CROSS REFERENCES

Director of Public Service - see CHTR. Art. IV, § 5

Assisting Recreation Department -see ADM. 155.03

Enforcement of Ohio Building Code - see BLDG. 1303.04

Director as property maintenance officer - see BLDG. 1363.01

Director as Purchasing Agent - see ADM. 145.08, 145.09

147.01 DUTIES OF DIRECTOR.

The Director of Public Service shall perform such duties as the City Charter commands and such other duties as the Mayor and Council may from time-to-time request.

(Ord. 1956-8. Passed 2-13-56.)

147.02 PUBLIC WORKS COORDINATOR. ASSISTANTS.

Within the Department of Public Service, there ~~is~~ ^{are} hereby established the positions of Public Works Coordinator ~~assistants to the Director of Public Service~~. They shall perform such duties as shall be provided by ordinance and as shall be commanded by the Mayor or the Director.

~~—(a) One of the assistants to the Director shall be the Supervisor of the Service Department. He shall be responsible for the assignment of all personnel within the Department performing garbage and rubbish collection duties, street maintenance and repair, and park maintenance. He shall perform such other duties as may be commanded by the Mayor or the Director.~~

~~—(b) One of the assistants to the Director shall be the Supervisor of Buildings and Equipment. He shall be responsible for the maintenance of all public buildings and equipment and shall perform such other duties as may be commanded by the Mayor or the Director.~~

~~—(c) Other assistants to the Director shall be established as are required to aid and assist the Director in carrying on the functions of inspection and reinspection of buildings and in performing such other duties as may be commanded by the Mayor or the Director. The assistants serving in this capacity shall be known as Inspectors of Buildings.~~

~~{Ord. 1962-55. Passed 7-30-62.}~~

~~—(d) One of the assistants shall be a construction consultant. He shall assist the Director, the Building Commission and the Inspectors of Buildings by furnishing technical advice with respect to multi-family and commercial construction.~~

~~{Ord. 1962-99. Passed 12-27-62.}~~

~~—(e) One of the assistants shall be a general assistant. He shall assist the Director in performing all of the duties and obligations imposed upon the Director. He shall perform such other duties as may be commanded by the Mayor or the Director.~~

~~{Ord. 1963-52. Passed 7-8-63.}~~

~~—(f) One of the assistants shall have the position of Assistant to the Director of Public Service—Property Maintenance Officer.~~

(Ord. 1978-12. Passed 4-17-78.)

~~147.03 COMMISSIONER OF LICENSES.~~

~~—There is hereby created the position of Commissioner of Licenses. He shall be appointed by the Mayor upon recommendation of the Director of Public Service and shall serve at the pleasure of the Mayor. He shall perform such duties as shall be commanded by the Mayor or the Director.~~

(Ord. 1962-6. Passed 1-29-62.)

~~147.04~~ 147.03 BUILDING AND SERVICE DEPARTMENT CLERKS.

There ~~are is~~ hereby created the positions of Building and Service Department Clerks who. He shall be appointed by the Mayor, ~~shall serve at his pleasure~~ and shall perform such clerical duties on behalf of the City as may be assigned ~~by the Mayor~~ from time to time.

(Ord. 1956-40. Passed 5-21-56.)

~~147.05~~ 147.04 DEPARTMENT EMPLOYEES.

In the Department of Public Service, there shall be the following members, who will receive compensation on an hourly rate basis:

Classification of Members by Job Description.

(a) Supervisors. The supervisors shall be responsible for the assignment of all personnel within the Department performing garbage and rubbish collection duties, street maintenance and repair, park maintenance, public building maintenance, equipment and vehicle maintenance and such other duties as may be directed by the Mayor or the Director of Public Service.

(b) Foreman. The foreman shall assign the labor personnel of the Department and direct their activities. They shall keep accurate records of the hours worked by such employees and of the motor vehicle fuels and lubricants consumed. They shall perform such other duties as may be required of them from time to time by their superior.

(c) Additional classifications may be contained in the Laborers' International Union of North America, Local 860 collective bargaining agreement.

~~—(c) Mechanics Supervisor. The mechanics supervisor shall be responsible for the assignment of all personnel within the Mechanical Garage performing service, overhaul and maintenance on vehicles and equipment owned by the City and such other duties as may be~~

directed by the Mayor or the Director of Public Service, including, but not limited to, service, overhaul and maintenance on vehicles and equipment owned by the City.

~~—(d) Mechanic I. Employees in this classification are normally required to diagnose and perform all major and minor repairs on all types of vehicles, including automotive, light truck, heavy truck, heavy equipment and fire equipment. Must be knowledgeable of and able to repair gasoline and diesel engines, drivetrains, brake systems, steering systems, heating and air conditioning systems, cooling systems, electrical systems, hydraulic systems and on-board computers of all types of vehicles. Must be able to install needed special equipment required on City owned vehicles and equipment. Employee must be experienced in all types of welding, including oxygen-acetylene (cutting and brazing), arc (vertical and overhead), mig, aluminum and stainless steel. Will be required from time to time to fabricate certain needed parts for various assignments and operate a sandblaster in a safe manner. Employee must be skilled in vehicle refinishing, including panel repair, body work and vehicle painting. Employee may be required to perform other work of a similar nature as directed by supervision. Employee in this classification may be assigned to perform work normally performed by employees in other classifications in the Public Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff. The City shall not be required to have any number of employees in this classification at any time.~~

~~—(e) Mechanic II. Employees in this classification are normally required to diagnose and perform all major and minor repairs on all automobiles, light trucks and heavy trucks owned by the City. Employee must also be able to assist the Mechanic I on all major and minor repairs on heavy equipment and fire equipment. Employee must be knowledgeable of and able to repair gasoline and basic diesel engines, drivetrains, brake systems, steering systems, heating and air conditioning systems, cooling systems, electrical systems and on-board computers of all types of vehicles. Employee must be experienced in basic types of welding, including oxygen-acetylene (cutting and brazing), arc and mig. Employee may be required to perform other work of a similar nature as directed by supervision. Employee in this classification may be assigned to perform work normally performed by employees in other classifications in the Public Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff. The City shall not be required to have any number of employees in this classification at any time.~~

~~—(f) Mechanic's Helper. Employees in this classification are normally required to assist a Mechanic I and/or Mechanic II in the service, overhaul and maintenance of all equipment owned by the City. Employee will perform routine inspections, service and preventive maintenance on all vehicles and equipment. Employee will be knowledgeable in all aspects of basic automotive system functions and must be experienced in small engine repairs, including two-cycle engines. Employee will be skilled in mounting, balancing and repairs of all sizes of tires. Employee will also pick-up needed parts from various suppliers. Employee must assist in vehicle refinishing, including, but not limited to, sanding, preparation, panel repair, body work and vehicle painting. Employee may be required to perform other work of a similar nature as directed by supervision. Employee in this classification may be assigned to perform work normally performed by employees in other classifications in the~~

Public Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff. Whenever an employee in this classification of Mechanic's Helper is assigned by supervision to work involving vehicle refinishing, such employee shall be paid the rate established for the classification of Mechanic II for the hours engaged in such assignment. The City shall not be required to have any number of employees in this classification at any time.

~~—(g) Mechanic's Helper (Probationary). Employees in this classification are at entry level in the Mechanical Garage of the Public Service Department, perform the same duties as employees in the classification of Mechanic's Helper, are not members of the bargaining unit, are paid at a rate that is one dollar (\$1.00) per hour below that paid employees in the classification of Mechanic's Helper and, upon satisfactorily completing six months of probationary service, are transferred to the classification of Mechanic's Helper.~~

~~—(h) Serviceman Grade I. Employees in this classification are assigned to perform the duties of Serviceman Grade II and Serviceman Grade III and, in addition, operate multiple types of heavy equipment used by the City, such as vac alls, back hoes, asphalt rollers, graders, street sweepers, front-end loaders, salt spreader trucks and bombardier sidewalk plows, and perform skilled maintenance work such as masonry repairs and maintenance, cement refinishing and repairs, plumbing maintenance, carpentry maintenance, electrical maintenance and sign-making work as required by supervision. Employees in this classification are assigned to perform work also performed by employees in other classifications in the Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff.~~

~~—(i) Serviceman Grade II. Employees in this classification are assigned to perform the duties of a Serviceman Grade III and, in addition, may be assigned to operate a refuse collection truck. An employee assigned to operate a refuse collection truck leads the activities of the employees assigned to the truck and is responsible for their activities. Employees in this classification are assigned to perform work also performed by employees in other classifications in the Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff.~~

~~—(j) Serviceman Grade III. Employees in this classification perform manual labor such as refuse collection, ditch and sewer construction and maintenance, road repair work and other types of physical labor if required, under the supervision of a Foreman or other supervisor or of an employee of higher classification, and may operate one or more types of light equipment under five tons capacity.~~

~~—(k) Serviceman Grade III (Probationary). Employees in this classification are at entry level in the Department of Public Service, perform the same duties as employees in the classification of Serviceman Grade III, are not members of the bargaining unit, are paid at a rate that is one dollar (\$1.00) below that paid employees in the classification of Serviceman Grade III and, upon satisfactorily completing six months of probationary service, are transferred to the classification of Serviceman Grade III.~~

~~—(l) Serviceman Grade IV. Employees in this classification shall be those employees who work on a part-time, seasonal or temporary basis in the Service Department of the City.~~

(Ord. 1983-40. Passed 10-17-83; Ord. 1991-28. Passed 8-12-91; Ord. 2015-5. Passed 2-9-15.)

~~147.06~~ 147.05 EMERGENCY PERSONNEL AND EQUIPMENT.

In addition to the provisions of Section ~~147.05~~ 147.04, the following rules shall govern the Director of Public Service in the event of emergency. When the Director deems an emergency situation to have occurred with respect to the clearing of streets and ways of snow, ice, rain or other debris, or when ~~he~~ they deems an emergency situation to have accrued with respect to the collection and disposal of rubbish or garbage, ~~he is~~ they are authorized, subject to the approval of the Mayor, to hire emergency personnel and rent emergency equipment to cope with the situation. The rate of compensation shall be the usual rate then and there existing under the same or similar circumstances for communities of the same or similar size as that of the Municipality.

(Ord. 1956-8. Passed 2-13-56.)

~~147.07~~ INSURANCE, VACATIONS, HOLIDAYS, LONGEVITY AND JURY DUTY.

~~—(a) Medical Insurance. Each non-aligned regular full-time employee of the Department of Public Service shall, after one month of such full-time service, be entitled to health insurance provided by the City. The plan design, coverage options, and employee cost of participation of such health insurance will be determined annually; and such health plan information are to be described in a health benefit summary document to be provided to employees at the inception of each health benefit year.~~

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

~~—(c) Vacation. Each non-aligned regular full-time member of the Department of Public Service shall be entitled to the following annual benefits, based on the length of continuous employment: two weeks of vacation with pay at the end of one year of full-time active duty; three weeks of vacation with pay at the end of five years of full-time active duty; four weeks of vacation with pay at the end of ten years of full-time active duty; five weeks of vacation with pay at the end of seventeen years of full-time active duty and six weeks of vacation with pay after twenty-four years full-time active duty. Vacation shall be earned as of January 1 of each year and shall be taken by the employee in the calendar year in which it is earned, provided, however, that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve-month period measured from the anniversary.~~

~~—Vacation shall not be accrued from year to year or payment made in lieu thereof, except by special arrangement with the Director of Public Service, provided, however, that any full-time member of the Department of Public Service who has concluded twenty-one continuous years of service, may, at his or her option, bank not more than three weeks per year, up to a maximum of nine weeks. Such employee 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. In lieu of banking vacation time, an employee may turn-in for annual payment not more than three weeks per year, up to a maximum amount of nine weeks. The Finance Department must be notified of this intent not later than November 1 of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.~~

~~—Vacation or payment in lieu of accrued vacation shall be granted to an employee after his or her retirement or termination of employment, unless such termination of employment is made for cause, in which event no such vacation or payment in lieu thereof shall be allowed.~~

~~—Payment in lieu of vacation shall be calculated at the employee's normal rate of pay.~~

~~—(d) Holidays. Each nonaligned regular full-time employee of the Department of Public Service who has served at least thirty days of service with the City prior to any holiday hereinafter set forth, and who has also worked or been on vacation during his regularly scheduled workdays immediately preceding and succeeding such holiday, shall be entitled to the following twelve paid holidays with pay at eight times 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 fourth day of July, known as Independence Day;~~

~~—(6) The first Monday in September, known as Labor Day;~~

~~—(7) The second Monday in October, known as Columbus Day;~~

~~—(8) The eleventh day of November, known as Veterans' Day;~~

~~—(9) The fourth Thursday in November, known as Thanksgiving Day;~~

~~—(10) The twenty-fifth day of December, known as Christmas Day;~~

~~—(11) A floating holiday to be taken on a day of the employee's choice, subject to the approval of the departmental supervision; and~~

~~—(12) The employee's birthday.~~

~~—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:~~

~~—(1) The fourth Friday of November, known as the day after Thanksgiving.~~

~~—(2) The twenty-fourth day of December, known as Christmas Eve Day.~~

~~—(3) Effective January 1, 2001, a floating holiday to be taken on a day of the employee's choice, subject to approval of departmental supervision.~~

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

~~—In cases where an employee is required to work on a day which he or she would otherwise be entitled under this section to observe as a holiday, he or she will be paid for the holiday at the rate of eight times his or her normal hourly rate of pay and will be paid, in addition, at the rate of time and one-half for the hours he or she works on such holiday.~~

~~—(c) 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 calendar 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.

~~—(f) Jury Duty Compensation. Each nonaligned regular full-time employee of the Department of Public Service shall, if called for jury duty, receive their regular compensation during the time spent in the capacity as jurors less the amount paid to them by the Court for such duty as jurors.~~

~~(Ord. 1994-20. Passed 4-25-94; Ord. 2000-16. Passed 4-10-00; Ord. 2000-53. Passed 11-27-00; Ord. 2001-28. Passed 9-10-01; Ord. 2006-10. Passed 3-30-06; Ord. 2013-4. Passed 2-25-13.)~~

~~147.08 SICK LEAVE.~~

~~—Each regular full-time non-aligned employee in the Department of Public Service shall be entitled to 4.6 hours of sick leave for every eighty hours of regularly scheduled employment. Unused sick leave shall be cumulative up to a total of 1,750 hours for employees working an eight-hour day, and up to 1,531 hours for employees working seven-hour days. Sick leave accrued under prior ordinances of the City shall remain in effect. Payment of sick leave shall be made only when approved by the Director of Public Service, 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, shall require certification of the nature of the illness or injury from the employee's physician or the Police Surgeon. Absences due to 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 the Police Surgeon's prognosis as to the employee's ability to return to employment. Once an employee has returned to assume normal duties, following an absence due to a service-connected injury, subsequent absences, alleged as being due to a service-connected injury, will be charged against an employee's accumulated sick leave, unless excused by the employee's attending physician's and/or the Police Surgeon's certificate. In the case of disagreement between physicians, the certification of a third physician will be required.~~

~~—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, brother-in-law, grandchildren, step-parent, step-sister, step-brother, aunt, uncle, cousin, niece and nephew. Funeral leave so utilized shall not be so charged as to reduce an employee's sick leave incentive.~~

~~—Department of Public Service employees shall be paid an incentive for conservation of annual sick leave allowances as follows:~~

Unused Sick Leave Hours	Incentive Payment Hours
120	30
112	28

104	26
96	24
88	22
80	20
72	18
64	16
56	14
48	12
10	10
Less than 40	-0-

-

~~In the case of employees working seven-hour days:~~

Unused Sick Leave Hours	Incentive Payment Hours
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-

-

~~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 is to be made concurrent 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.~~

~~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:~~

~~—annual rate x (accumulated hours x.60)~~

~~—2,080~~

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

~~—annual rate x (accumulated hours x.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.~~

~~(Ord. 1997-20. Passed 6-23-97; Ord. 2000-16. Passed 4-10-00; Ord. 2000-53. Passed 11-27-00; Ord. 2006-10. Passed 3-30-06; Ord. 2013-4. Passed 2-25-13.)~~

~~147.09 SECRETARY TO THE DIRECTOR.~~

~~—There is hereby created the position of Secretary to the Director of Public Service. He shall be appointed by the Mayor, shall serve at his pleasure and shall perform such clerical duties on behalf of the Municipality as may be assigned by the Mayor and the Director from time to time.~~

~~(Ord. 1967-35. Passed 6-12-67.)~~

~~147.10~~ 147.06 INSPECTION OF BRIDGES.

The Director of Public Service is hereby designated as the municipal official of the City having responsibility for the inspection of all bridges or portions thereof within the City except for bridges on State and/or County highways.

(Ord. 1968-73. Passed 11-25-68.)

~~147.11 MINIMUM CALL IN PAY. (REPEALED)~~

~~—(EDITOR'S NOTE: Section 147.11 was repealed by Ordinance 2015-6, passed February 9, 2015.)~~

~~147.12 OVERTIME.~~

~~—Full time non-exempt employees in the Department of Public Service shall be paid in addition to their regular compensation, for the performance of overtime duties, as provided for in Section 147.12.~~

~~(Ord. 1983-40. Passed 10-17-83; Ord. 2013-4. Passed 2-25-13; Ord. 2015-7. Passed 2-9-15.)~~

~~147.13~~ 147.07 APPROVAL OF CONTRACTING AND PURCHASING, PURCHASE ORDERS.

(a) The Director of Public Service shall recommend a purchase of all materials, supplies, tools, machinery and equipment and shall supervise all construction, alterations and repairs in each of the various departments of the Municipality subject to the approval of City Council. Such purchases, construction, alterations or repairs shall be administered and controlled by means of a numbered purchase order system.

(b) The issuance of a purchase order authorizing such purchases, construction, alterations or repairs shall be made by the Finance Director only upon the prior issuance of a purchase requisition by such Director or by the officer at the head of the department for which it is to be made or done, or upon order of Council.

(c) An open purchase order for frequent purchases from the same vendor, supported by a requisition for each individual purchase, approved by the Director of Finance, may be issued ~~by the Director of Public Service~~ for a period not to exceed one year or to expire by December 31, whichever occurs sooner. Each such open purchase order shall be assigned to only one vendor.

(Ord. 1985-4. Passed 2-11-85.)

~~147.14 COMPENSATION FOR VOLUNTEER FIREMEN.~~

~~—The compensation of any member of the Department of Public Service who is also a Volunteer Fireman shall be, when called from his or her regular Department work to serve as a Volunteer Fireman, the compensation of a Volunteer Fireman as provided by Council or his or her regular compensation as an employee of the Department, whichever is greater.~~

(Ord. 1997-20. Passed 6-23-97; Ord. 2000-53. Passed 11-27-00.)

~~147.15 UNIFORM ALLOWANCES. (REPEALED)~~

~~(EDITOR'S NOTE: Section 147.15 was repealed by Ordinance 2015-8, passed February 9, 2015.)~~

~~147.16 TOOL ALLOWANCES.~~

~~—The City agrees to provide a mechanic's tool allowance, not to exceed three hundred dollars (\$300.00) per employee, per year, for those employees classified as Mechanic's Supervisor in the City's Service Garage. Tools included in this allowance are those normal hand tools (nonpowered) utilized by mechanical personnel in the performance of their mechanical duties. Replacement of such tools when worn out or broken will be at City expense. Replacement of such tools in other circumstances will be at the employee's expense. Tools that are worn out or broken are to be given to the City upon replacement.~~

~~(Ord. 1991-28. Passed 8-12-91; Ord. 2013-4. Passed 2-25-13.)~~

~~147.17 ARBORIST/TREE CONSULTANT.~~

~~—The position of part-time Arborist/Tree Consultant is hereby established. Compensation shall be as provided from time to time by Council.~~

~~(Ord. 1996-3. Passed 2-12-96.)~~

~~147.18 COMMERCIAL DRIVER'S LICENSE PAY.~~

~~—Each full-time member of the Department of Public Service in the classification of Supervisor, Foreman and Mechanic Supervisor who are is required to keep and maintain a commercial driver's license shall be entitled to an additional allowance for the maintenance of such commercial driver's license; which shall equal fifty cents (\$0.50) per hour for all hours worked, effective December 1, 2003. This allowance shall be paid with each bi-weekly pay, in an amount to be derived by multiplying all hours worked in a current pay period by thirty cents (\$0.30) per hour.~~

~~(Ord. 2000-16, passed 4-10-00; Ord. 2000-53. Passed 11-27-00; Ord. 2006-10. Passed 3-30-06; Ord. 2013-4. Passed 2-25-13.)~~

~~147.19~~ 147.08 BUILDING INSPECTION SERVICES.

The Mayor and Director of Public Services are empowered to order that building inspection services be provided to the City of Middleburg Heights Ohio and to any other political subdivision without a mutual aid agreement.

(Ord. 2015-24. Passed 6-22-15.)

CHAPTER 149

Department of Public Safety

149.01 Duties of Director.

~~149.02 Assistant Director.~~

~~149.03~~ 149.02 School guard employment.

~~149.04 Collective negotiating procedure. (Repealed)~~

CROSS REFERENCES

Appointment of Director of Public Safety - see CHTR. Art. IV, § 7

Duties of Director - see Ohio R.C. 737.02 et seq.

149.01 DUTIES OF DIRECTOR.

The Director of Public Safety shall have all of the powers and perform all of the duties connected with and incident to the authority of such Director set forth and provided in Ohio R. C. Chapter 737 or any other general law pertaining to such position now or hereafter in effect.

(Ord. 1957-33. Passed 6-24-57.)

~~149.02 ASSISTANT DIRECTOR.~~

~~—There is hereby created the position of Assistant Director of Public Safety. He shall perform such duties and functions as may be assigned to him by the Director of Public Safety or the Mayor. Such duties and functions shall consist of assisting the Director in performing those functions assigned to him by Section 149.01. The Assistant Director shall be appointed by the Mayor pursuant to Article II, Section 2, of the City Charter. The Assistant Director may be removed by the Mayor at his pleasure unless he is removed as otherwise provided by the City Charter.~~

~~(Ord. 1958-17. Passed 4-28-58.)~~

~~149.03~~ 149.02 SCHOOL GUARD EMPLOYMENT.

The Mayor is hereby authorized to employ school guards for the purpose of guarding, watching and supervising the crossing of streets in the vicinity of schools located in the Municipality or of schools located across the street from Municipal boundary lines when such schools are attended by the children of residents of the Municipality. The Mayor is further authorized to determine the locations at which such guards are to be employed and also to determine the hours during which such guards shall be employed.

(Ord. 1957-9. Passed 4-15-57.)

~~149.04 COLLECTIVE NEGOTIATING PROCEDURE. (REPEALED)~~

~~—(EDITOR'S NOTE: Section 149.04 was repealed by Ordinance 1984-1, passed January 9, 1984.)~~

CHAPTER 151
Department of Police

EDITOR'S NOTE: The City enters into collective bargaining agreements with the ~~Northern~~ Ohio Patrolman's Benevolent Association and the Fraternal Order of Police with respect to terms and conditions of employment of certain employees in the Department of Police. Copies of the latest agreement may be obtained, at cost, from the Clerk of Council.

151.01 Personnel.

151.02 Detective Bureau.

~~151.03 Juvenile Bureau.~~

~~151.04~~ 151.03 Chief of Police; Assistant Chief/Captain.

~~151.05~~ 151.04 Power of officers.

~~151.06 Uniform allowances.~~

~~151.07 Overtime.~~

~~151.08 Insurance, vacations, holidays, longevity and jury duty.~~

~~151.09 Sick leave.~~

~~151.10~~ 151.05 Rules and regulations.

~~151.11~~ 151.06 Appointment, promotion and dismissal.

~~151.12 Police civilian clerical employees; appointment; duties.~~

~~151.13~~ 151.07 Police civilian clerical employees; appointment; duties; overtime.

~~151.14 Additional Police Clerks.~~

~~151.15 Police Surgeon.~~

~~151.16 Fee for use of BAC Verifier.~~

~~151.17 Residency requirements.~~

~~151.18 Fee for investigative hypnosis.~~

~~151.19 Fee for use of City Jail. (Amended and recodified)~~

~~151.20~~ 151.08 Police Department Investigation Fund.

~~151.21~~ 151.09 Auxiliary Police Unit.

~~151.22~~ 151.10 Safety Forces Chaplain.

~~151.23 Emergency responder allowance.~~

~~151.24 Police Chief Secretary/Matron.~~

~~151.25~~ 151.11 Law Enforcement Training Grant Fund.

~~151.26~~ 151.12 Administrative tow fee.

CROSS REFERENCES

Mayor to appoint Chief - see CHTR. Art. IV, § 1

Civil Service application - see CHTR. Art. IV, § 8

Suspension of Chief - see Ohio R.C. 124.34, 124.40

General duties - see Ohio R.C. 737.11

Collective negotiating procedure - see ADM. 149.04

Failure to aid a law enforcement officer - see GEN. OFF. 606.13

Disposition of property held by police - see GEN. OFF. 606.25

Law Enforcement Trust Fund - see GEN. OFF. 606.251

Drug Law Enforcement Fund - see GEN. OFF. 606.253

Assaulting a law enforcement officer - see GEN. OFF. 606.29

Impersonating police officer - see GEN. OFF. 606.30, 642.20

Police dogs - see GEN. OFF. 618.26, 618.27

151.01 PERSONNEL.

(a) The Department of Police shall be composed of a one Chief of Police, and a command structure that may include Captains, Assistant Chiefs, Sergeants, and so many Patrolmen as are deemed necessary by the Chief of Police and approved by the Mayor, any such special police officers as the Mayor shall from time to time designate, and any interim or temporary appointments acting in the positions described above.

(b) In case of an emergency, the Mayor may appoint additional police officers for temporary service in the Department who need not be in the classified list of such Department. Such additional persons shall be employed for the time during which the emergency exists, but not in excess of 120 days.

(c) When a circumstance of unavailability or vacancy occurs in the office of Chief, Captain or Sergeant, the Mayor may appoint, from the regular members, an Acting Chief, Acting Captain or Acting Sergeant, pending promotional exams, and may also appoint a police officer in accordance with the provisions of the City Charter, and the rules and regulations of the Civil Service Commission.

(Ord. 2019-5. Passed 2-11-19; Ord. 2019-26. Passed 6-24-19; Ord. 2023-60. Passed 9-25-23.)

151.02 DETECTIVE BUREAU.

There shall be a Detective Bureau within the Department of Police, to be administered and controlled by the Chief of Police, subject to the laws of the State, these Codified Ordinances and the direction of the Director of Public Safety. The Detective Bureau shall comprise the plainclothes force of the City and shall consist of such number of plainclothes officers as shall be assigned by the Chief of Police. Such members of the Detective Bureau shall be subject to call for regular police work whenever the Chief of Police determines that their services are necessary in that capacity.

(Ord. 2019-5. Passed 2-11-19.)

~~151.03 JUVENILE BUREAU.~~

~~—(a) There shall be a Juvenile Bureau within the Department of Police, to be administered and controlled by the Chief of Police, subject to the laws of the State, these Codified Ordinances and the direction of the Director of Public Safety. The Chief may assign other members of the Department or employees to assist the Juvenile Bureau whenever he or she deems it necessary.~~

~~—(b) Any police officer assigned to duty in the Juvenile Bureau shall be a high school graduate and shall have at least two years of general police experience. Any police officer serving in the Juvenile Bureau shall be paid the prevailing rate for a similar rank and comparable position in the Department.~~

~~—(c) The Juvenile Bureau shall maintain activity and statistical records. All juvenile records shall be kept separate from those of adults. All records shall be available to the Ohio Youth Commission and to other authorized personnel.~~

~~—(d) The Juvenile Bureau is established and shall be administered to attain at least, but not limited to, the following objectives:~~

~~—(1) The apprehension of offenders;~~

~~—(2) The interview of juveniles taken into custody and of the parents or guardians of these juveniles;~~

~~—(3) The investigation of offenses or alleged offenses involving juveniles;~~

~~—(4) The police disposition through clearance and/or referral of juveniles to agencies or to the Juvenile Court;~~

~~—(5) The preventive surveillance of juvenile gathering places;~~

~~—(6) The development of working relationships and programs with schools and community agencies; and~~

~~—(7) Department of Police representation in community planning and public relations in regard to children and youth.~~

~~{Ord. 2019-5. Passed 2-11-19.}~~

~~151.04~~ 151.03 CHIEF OF POLICE; ASSISTANT CHIEF/CAPTAIN.

(a) The Chief of Police shall, under the direction of the Mayor, be the executive head of the Department of Police. In ~~his~~ their absence from duty or incapacity the Chief, or in ~~his~~ their absence the Mayor, shall have the authority to designate any full-time officer from the rank of Sergeant and above in the Police Department to serve as the acting Chief.

~~{Ord. 1955-67. Passed 8-1-55; Ord. 2012-36. Passed 8-6-12.}~~

~~(b) (1) The Chief of Police shall be entitled to the following employee benefits: uniform allowances, medical and life insurance coverage, vacations, holidays, longevity compensation, sick leave, emergency responder pay and college education pay, as described in the employment contract entered into by the City with the Ohio Patrolmen's Benevolent Association for the Police Sergeants and Captains.~~

~~—(2) The Assistant Chief of Police shall receive the same fringe benefits, effective upon the same dates and in the same amounts, as provided to the rank of Captain by the employment contract entered into by the City with the Ohio Patrolman's Benevolent Association for Police Sergeants and Captains.~~

~~(b) (c)~~ Effective January 1, 1985, when any vacancy in the office of Chief of Police occurs due to retirement, death, termination, or any other circumstances provided in the Civil Service Rules, and a member of the Department is assigned the duty of "Acting Chief" on a temporary or interim basis, such member may be paid at the Chiefs normal rate of pay for such duty during the interim time period until a new Chief is appointed.

~~(d) Each nonaligned regular, full-time member of the Police Department holding the position of Chief of Police or Assistant Chief of Police shall be entitled to emergency responder allowance in addition to his or her regular compensation. Such allowance shall be paid as follows: six percent of the base annual salary, payable in two equal installments, on the pay days closest to May 1 and November 1 of each calendar year. When an employee leaves the Department through retirement, resignation or termination, the emergency responder allowance shall be pro-rated and the amount paid but unearned shall be deducted from the employee's final paycheck.~~

~~{Ord. 2019-5. Passed 2-11-19; Ord. 2023-61. Passed 9-25-23.}~~

~~151.05~~ 151.04 POWER OF OFFICERS.

Members of the Department of Police shall have all the powers conferred by law upon police officers under the Ohio Revised Code and such other powers, not inconsistent with the nature of their offices, as are conferred by City ordinances from time to time.

(Ord. 2019-5. Passed 2-11-19.)

~~151.06 UNIFORM ALLOWANCES.~~

~~—(a) Each non-aligned, regular full-time sworn officer of the Police Department shall be entitled to a uniform allowance of seven hundred and fifty dollars (\$750.00) yearly; and in addition, shall be entitled to a safety equipment/leather gear maintenance allowance of seven hundred and fifty dollars (\$750.00) yearly. Said uniform and safety equipment/leather gear maintenance allowances, shall for payment purposes, be combined into one payment totaling one thousand five hundred dollars (\$1,500) per year; payable in equal amounts of seven hundred and fifty dollars (\$750.00) on the closest pay to February 1 and August 1 of each year.~~

~~—(b) Each person employed as a non-aligned full-time Chiefs Secretary/Matron shall receive an annual uniform allowance of nine hundred and seventy-five dollars (\$975.00) per year; payable in equal amounts of four hundred and eighty-seven dollars and fifty cents (\$487.50) on the pay closest to February 1 and August 1 of each year.~~

~~—(c) Every school guard shall be entitled to a uniform allowance of one hundred twenty dollars (\$120.00) yearly, payable in equal amounts of sixty dollars (\$60.00) on April 1 and on October 1 of each calendar year.~~

(Ord. 2019-5. Passed 2-11-19.)

~~151.07 OVERTIME.~~

~~—All non-aligned regular full-time members of the Police Department, excluding the Police Chief, shall be paid, in addition to their regular compensation, for the performance of overtime duties as provided for in Section 179.07.~~

(Ord. 2019-5. Passed 2-11-19.)

~~151.08 INSURANCE, VACATIONS, HOLIDAYS, LONGEVITY AND JURY DUTY.~~

~~—(a) Medical Insurance. Each non-aligned regular full-time employee of the Police Department shall, after one month of such full-time service, 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.~~

~~—(b) Insurance Group Life. Effective January 1, 2013, each non-aligned full-time employee of the Police Department 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).~~

~~—(c) Vacations:~~

~~—(1) Each nonaligned regular and civilian full-time member of the Police Department shall be entitled to the following annual vacation benefits, based on the length of continuous employment: two weeks of vacation with pay at the end of one year of full-time active duty; three weeks of vacation with pay at the end of five years of full-time active duty; four weeks of vacation with pay at the end of ten years of full-time active duty; five weeks of vacation with pay at the end of seventeen years of full-time active duty and six weeks of vacation with pay after twenty-four years full-time active duty.~~

~~—(2) Vacation shall be earned as of January 1 of each year and shall be taken by the employee in the calendar year in which it is earned, provided, however, that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve-month period measured from the anniversary. Vacation shall not be accrued from year to year or payment made in lieu thereof, except by special arrangement with the Director of Public Service, provided, however, that any full-time member of the Department of Public Service who has concluded twenty-one continuous years of service, may, at his or her option, bank not more than three weeks per year, up to a maximum of nine weeks. Such employee 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. In lieu of banking vacation time, an employee may turn in for annual payment not more than three weeks per year, up to a maximum amount of nine weeks. The Finance Department must be notified of this intent not later than November 1 of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.~~

~~—(3) Vacation or payment in lieu of accrued vacation shall be granted to an employee after his or her retirement or termination of employment, unless such termination of employment is made for cause, in which event no such vacation or payment in lieu thereof shall be allowed. Payment in lieu of vacation shall be calculated at the employee's normal rate of pay.~~

~~—(d) Holidays:~~

~~—(1) Each nonaligned regular and civilian full-time employee of the Police Department shall be entitled to the following twelve paid holidays:~~

~~—A. The first day in January, known as New Year's Day;~~

~~—B. The third Monday in January, known as Martin Luther King Day;~~

~~—C. The third Monday in February, known as Washington-Lincoln or Presidents' Day;~~

- ~~— D. Decoration or Memorial Day (date of observance as established by State Legislature);~~
- ~~— E. The fourth day in July, known as Independence Day;~~
- ~~— F. The first Monday in September, known as Labor Day;~~
- ~~— G. The second Monday in October, known as Columbus Day;~~
- ~~— H. The eleventh day in November, known as Veterans' Day;~~
- ~~— I. The fourth Thursday in November, known as Thanksgiving Day;~~
- ~~— J. The twenty-fifth day of December, known as Christmas Day;~~
- ~~— K. A floating holiday to be taken on a day of the employee's choice, subject to approval of departmental supervision; and~~
- ~~— L. The employee's birthday.~~

~~(2) 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.~~

- ~~— A. The fourth Friday of November, known as the day after Thanksgiving.~~
- ~~— B. The twenty-fourth day of December, known as Christmas Eve Day.~~
- ~~— C. Effective January 1, 2001, a floating holiday to be taken on a day of the employee's choice, subject to approval of departmental supervision.~~

~~—(e) Longevity Pay.~~

~~(1) Additional compensation for continuous, full-time employment, which shall be entitled "longevity pay", shall be paid for each calendar year at the first pay period in December of that calendar 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
30

104.16
125.00

~~—(2) 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 such 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 full years of continuous, full-time employment completed in that year as determined in accordance with the above schedule.~~

~~—(3) In each calendar year, the anniversary date of employment shall be the first day of the month in which the employee commenced his or her 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.~~

~~—(f) Jury Duty Compensation. Each non-aligned regular and civilian full-time employee of the Police Department shall, if called for jury duty, receive their regular compensation during the time spent in the capacity as jurors, less the amount paid them by the Court for such duty as jurors.~~

~~(Ord. 2019-5. Passed 2-11-19.)~~

~~151.09 SICK LEAVE.~~

~~—(a) Each non-aligned full-time employee of the Police Department shall be entitled to 4.6 hours of sick leave for every eighty hours of regularly scheduled employment. Unused sick leave shall be cumulative up to a total of not more than 1,750 hours for employees working forty hours per week.~~

~~—(b) 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 at the rate of eight hours per each day accrued. Payment for sick leave, at the rate of one hour for every hour of sick leave absence, shall be made only when approved by the Director of Public Safety, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave and, in the case of a sick leave absence in excess of two days, shall require certification as to the nature of the illness or injury from the employee's physician or the Police Surgeon.~~

~~—(c) Absences due to 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 the Police Surgeon's prognosis as to the employee's ability to return to employment. Once an employee has returned to assume normal duties, following an absence due to a service-connected injury, subsequent absences will be charged against an~~

~~employee's accumulated sick leave unless excused by an employee's attending physician's and/or the Police Surgeon's certificate. In case of a disagreement between physicians, the certification of a third physician will be required.~~

~~—(d) (1) 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, brother-in-law, grandchildren, step-parent, step-sister, step-brother, aunt, uncle, cousin, niece and nephew. Funeral leave so utilized shall not be charged so as to reduce an employee's sick leave incentive.~~

~~—(2) Police Department employees shall be paid an incentive for conservation of annual sick leave allowances as follows:~~

~~—A. In the case of employees working forty hours per week:~~

Unused Sick Leave Days	Incentive Payment Hours
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 37.5 hours per week:~~

Unused Sick Leave Days	Incentive Payment Hours
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-

-

~~— (3) The 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 is to be made concurrent 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. The incentive for conservation of annual sick leave shall be prorated and paid for the portion of the year in which separation, by death or retirement, of an employee of the Police Department shall occur.~~

~~— (e) (1) Police Department employees shall be paid an incentive for conservation of annual sick leave allowances as follows:~~

Unused Sick Leave Days	Incentive Payment Hours
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-

~~(2) 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. Retirement shall be as defined in Police and Fireman's Pension Fund or Ohio Public Employees Retirement Fund Regulations. 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 which may be paid shall be sixty percent of 1,200 hours, the formula for computation shall be:~~

~~A. In the case of employees working forty hours per week:~~

~~annual rate x (accumulated hours x.60)~~

~~2,080~~

~~B. 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.~~

~~(f) Jury Duty Compensation. Each non-aligned regular and civilian full-time employee of the Police Department shall, if called for jury duty, receive their regular compensation during the time spent in the capacity as jurors, less the amount paid them by the Court for such duty as jurors.~~

~~(Ord. 2019-5. Passed 2-11-19.)~~

~~151.10~~ 151.05 RULES AND REGULATIONS.

The Mayor shall promulgate such rules and regulations from time to time as are necessary to maintain a high degree of efficiency and discipline within the Department of Police. Existing rules and regulations in force at the present time shall remain in existence until amended or revoked by the Mayor.

(Ord. 1955-67. Passed 8-1-55; Ord. 2019-5. Passed 2-11-19.)

~~151.11~~ 151.06 APPOINTMENT, PROMOTION AND DISMISSAL.

The appointment, promotion, suspension or dismissal of members to or from the Department of Police shall be in accordance with the provisions of the City Charter, the rules and regulations of the Parma Heights Civil Service Commission, and other applicable laws the Ohio Revised Code.

(Ord. 2019-5. Passed 2-11-19.)

~~151.12 POLICE CIVILIAN CLERICAL EMPLOYEES; APPOINTMENT; DUTIES.~~

~~—There are hereby created the non-aligned positions of Police Chief's Secretary, Civilian Clerk/Case Manager, and Civilian Clerk/Receptionist. They shall be appointed by the Mayor, shall serve at his pleasure and shall perform such clerical duties on behalf of the Municipality as may be assigned by the Mayor and the Chief of Police from time to time.~~

~~(Ord. 2019-5. Passed 2-11-19.)~~

~~151.13~~ 151.07 POLICE CIVILIAN CLERICAL EMPLOYEES; APPOINTMENT; DUTIES;
OVERTIME.

(a) Police Civilian Clerks shall serve on a regular duty as directed by the Mayor for an average of forty hours per week, provided, however, that they shall not be required to remain on regular duty for more than twelve consecutive hours, unless and except they are called upon by the Mayor to respond to an emergency.

(b) The Mayor shall have the power to appoint Police Civilian Clerks from time to time as they deem necessary for the proper functioning of the Municipality. These Police Clerks shall serve at the pleasure of the Mayor, and shall perform such clerical duties on behalf of the Municipality as may be assigned by the Mayor and the Chief of Police. ~~When any Police Civilian Clerk is called upon by the Mayor to serve for more than forty hours per week, such additional time in excess of forty hours is to be compensated for in the manner provided for in Section 151.07(b).~~

~~(c) The normal hourly rate of pay of a Police Civilian Clerk shall be calculated by dividing the annual salary of the Police Civilian Clerk by 2080.~~

~~(Ord. 2019-5. Passed 2-11-19.)~~

~~151.14 ADDITIONAL POLICE CLERKS.~~

~~—The Mayor shall have the power to appoint such additional part-time Police Clerks from time to time as he deems necessary for the proper functioning of the Municipality. These part-time Police Clerks shall serve at the pleasure of the Mayor.~~

~~(Ord. 2019-5. Passed 2-11-19.)~~

~~151.15 POLICE SURGEON.~~

~~—(a) The office of Police Surgeon is hereby established. It shall be the duty of such Surgeon to answer calls from the Department of Police regarding the physical condition of persons arrested and being held by the Department. It shall also be the duty of the Surgeon to~~

conduct physical examinations of such persons and to advise the Chief of Police, the Mayor or the senior officer on duty as to what actions should be taken in the matter of the health of any such persons.

~~—(b) The office of Police Surgeon shall be filled by a medical doctor admitted to the practice of medicine and surgery in the State. Such medical doctor shall serve at the pleasure of the Mayor.~~

(Ord. 2019-5. Passed 2-11-19.)

~~151.16 FEE FOR USE OF BAC VERIFIER.~~

~~—(a) A charge of fifteen dollars (\$15.00) shall be made to each municipality, firm, person or corporation on whose behalf a test is made on the BAC Verifier machine owned by the City. The charge shall accrue once the test is ordered and the machine prepared, whether or not the person being tested permits the test to be completed.~~

~~—(b) In addition, such municipality, firm, person or corporation shall reimburse the City for the compensation paid to an employee while testifying, advising or conferring in regard to a given test.~~

(Ord. 2019-5. Passed 2-11-19.)

~~151.17 RESIDENCY REQUIREMENTS.~~

~~—(a) Each person appointed as a full-time member of the Department of Police shall, within eighteen months of appointment, reside within twenty miles from the closest boundary of the City. He or she shall be required to maintain his or her residence within such twenty-mile area at all times while serving as a member of the Department.~~

~~—(b) Each person who is serving as a full-time member of the Department on the effective date of this section shall be required to reside within twenty miles from the closest boundary of the City limits and shall maintain his or her residence within such area at all times when serving in such capacity.~~

~~—(c) The failure of any person to comply with divisions (a) or (b) of this section shall constitute good cause for dismissal.~~

~~—(d) If at any time the State Legislature or a court of appropriate jurisdiction either eliminates residency as a requirement of employment, or if the limitation is extended beyond the current twenty-mile limitations, this City shall abide by the expansion or elimination of such residency requirement.~~

(Ord. 2019-5. Passed 2-11-19.)

~~151.18 FEE FOR INVESTIGATIVE HYPNOSIS.~~

~~—(a) A charge of twenty-five dollars (\$25.00) per hour shall be made to each municipality or person on whose behalf the service of investigative hypnosis is conducted by the City.~~

~~—(b) In addition, such municipality or person shall reimburse the City at the rate of twenty-five dollars (\$25.00) per hour for services rendered while testifying, advising or conferring in regard to the investigative hypnosis.~~

(Ord. 1983-9. Passed 2-28-83; Ord. 2019-5. Passed 2-11-19.)

~~151.19 FEE FOR USE OF CITY JAIL. (AMENDED AND RECODIFIED)~~

~~—(EDITOR'S NOTE: Section 151.19 was amended by Ordinance 1991-17, passed May 27, 1991, and recodified as part of the 1992 updating and revision of these Codified Ordinances. See Section 971.01 of the Streets, Utilities and Public Services Code.)~~

151.20 151.08 POLICE DEPARTMENT INVESTIGATION FUND.

(a) There is hereby established a Police Department Investigation Fund, as approved by the Auditor of State, Bureau of Inspection and Supervision of Public Offices, in accordance with R.C. § 5705.12.

(b) Such Fund shall be established in the amount of three thousand dollars (\$3,000) by transfer from the General Fund and may be reimbursed by the Director of Finance upon receipt of proof of expenditures charged to the Fund.

(c) All expenses incurred in the undercover investigation of violations shall be charged to such Fund.

(Ord. 2019-5. Passed 2-11-19.)

151.21 151.09 COMPENSATION OF AUXILIARY POLICE.

(a) There is created in the Division of Police a body to be known as the Auxiliary Police Unit, which shall have as its head the Chief of Police. The Chief shall prescribe rules and regulations for the organization, training, administration, control and conduct of the Auxiliary Police Unit. Auxiliary Police, when performing services for the City, ~~the Kids in the Commons, the Memorial Day Parade, Movie Nights and such other events as may deemed necessary by the Mayor or Police Chief shall may be compensated on an hourly basis at a rate of fifteen dollars (\$15.00) per hour, said at a rate to be determined from time to time by Council the Mayor.~~

(b) Members of the Auxiliary Police Unit are not eligible for membership in the police relief and pension fund under R.C. Chapter 742, nor shall they be in the classified service of the Municipality.

(c) Uniforms shall be prescribed and replaced as deemed necessary by the Chief of Police.

(Ord. 2019-5. Passed 2-11-19.)

~~151.22~~ 151.10 SAFETY FORCES CHAPLAIN.

(a) The Office of Safety Forces Chaplain is hereby established and it shall be the requirement of such person to perform the duties of Law Enforcement Chaplains generally. Said duties shall include but are not limited to the following:

(1) Assist in making notification to families of Department members who have been injured or killed;

(2) After family notification, will respond to the hospital when an officer has been injured or killed;

(3) Visit sick and injured personnel;

(4) Attend and participate, when requested, in the funerals of active or retired members of the Department;

(5) Be on call and, if at all possible, be on the streets during any major demonstration or any public function requiring the presence of a large number of Department personnel;

(6) Counsel with officers and other personnel having personal problems, at their request;

(7) Participate with in-service training classes for personnel;

(8) Be willing to enter into training courses to enhance his/her effectiveness;

(9) Attend Department graduation, promotion activities, award ceremonies, dinners, social events, etc. and offer invocations and benedictions;

(10) Represent the Department before official bodies and at public functions upon the request of the Chief;

(11) Be responsible for the organization and development of the spiritual organization in the Department;

(12) Respond to all major disasters such as bombings, collapse of buildings, explosions, multiple fire alarms, unusual industrial accidents, and similar situations;

(13) Be involved in public relations efforts;

(14) Provide liaison with other religious leaders in the community;

(15) When responding to the scene of death or injury, whether Departmental person or private citizens, the chaplain will notify the person's personal clergyperson as soon as possible;

(16) Will make referrals in cases where specialized attention is needed, or in those cases beyond the chaplain's ability to assist.

(b) The Office of Safety Forces Chaplain shall be filled by a licensed member of the clergy and such chaplain shall serve at the pleasure of the Mayor.

(Ord. 2019-5. Passed 2-11-19.)

~~151.23 EMERGENCY RESPONDER ALLOWANCE.~~

~~—Each non-aligned regular full-time member of the Police Department holding the position of Chief of Police and Assistant Chief of Police shall be entitled to emergency responder allowance in addition to their regular compensation. This compensation shall be paid as follows: six percent of the base annual salary; payable in two equal installments on the pay days closest to May 1 and November 1 of each calendar year. When an employee leaves the Department through retirement, resignation or termination, the emergency responder allowance shall be prorated and the amount paid but unearned shall be deducted from the employee's final paycheck.~~

(Ord. 2019-5. Passed 2-11-19.)

~~151.24 POLICE CHIEF SECRETARY/MATRON.~~

~~—Full-time position of Police Chief Secretary/Matron with prior part-time service as a dispatcher with the City shall be credited with one additional year of service for each three years of continuous service as a part-time dispatcher (continuous part-time service shall be prorated for partial years of service) for purposes of calculating longevity and vacation benefits.~~

(Ord. 2019-5. Passed 2-11-19.)

~~151.25~~ 151.11 LAW ENFORCEMENT TRAINING GRANT FUND.

(a) The Law Enforcement Training Grant Fund is hereby created to account for the Law Enforcement Training Grant funding received during 2015, and for any such funding received in subsequent years.

(b) The proceeds received from the Law Enforcement Training Grants program are designated by Ohio Administrative Code 109:2-18-04 to be used only to defray the cost of continuing professional training programs for law enforcement officers.

(c) The creation of the fund is mandated by Ohio Administrative Code 109:2-18-04, which requires that funds received through the Law Enforcement Training Grant program be accounted for separate and apart from other City funds.

(Ord. 2019-5. Passed 2-11-19.)

~~151.26~~ 151.12 ADMINISTRATIVE TOW FEE.

An administrative towing fee is established and the Department of Police is authorized to charge an administrative towing fee in the amount of twenty-five dollars (\$25.00) to the owner of any vehicle seeking release of the vehicle from impound. The administrative towing fee shall not be applicable in the event that the vehicle is not returned to or claimed by the owner and shall be in addition to any fee that is charged by any agency for a police ordered tow of a vehicle. The fee may be increased from time to time by the Director of Public Safety to reflect the actual increase in costs associated with processing the police ordered tow of a vehicle. The Director of Public Safety shall notify Council of such increases not less than thirty days prior to the effective date of the increase.

(Ord. 2019-15. Passed 4-22-19.)

CHAPTER 153
Department of Fire

EDITOR'S NOTE: The City enters into collective bargaining agreements with Local 1690, International Association of Firefighters, with respect to terms and conditions of employment of certain employees in the Department of Fire. Copies of the latest agreement may be obtained, at cost, from the Clerk of Council.

153.01 Personnel.

153.02 Fire Chief; Assistant Chief.

~~153.03 Overtime.~~

~~153.04 Volunteer firefighters.~~

~~153.05 Uniform allowances.~~

~~153.06 Hours required.~~

~~153.07 Insurance, vacations, holidays, longevity and jury duty.~~

~~153.08 Sick leave.~~

~~153.09~~ 153.03 Rules and regulations.

~~153.10~~ 153.04 Appointment, promotion and dismissal.

~~153.11~~ 153.05 Additional Clerks. ~~Firefighter residency requirements.~~

~~153.12 Utilization charges for emergency medical services.~~

~~153.13 Emergency responder allowance.~~

CROSS REFERENCES

Appointment of Chief - see CHTR. Art. IV, § 1

Civil service application - see CHTR. Art. IV, § 8

Suspension of Chief - see Ohio R.C. 124.34, 124.40

Department of Public Service employees as volunteer firemen - see ADM. 147.14

Collective negotiating procedure - see ADM. 149.04

Obstructing firemen - see GEN. OFF. 606.14

Assaulting a firefighter - see GEN. OFF. 606.29

Clean indoor air; enforcement by Fire Department - see GEN. OFF. 619.09

Personating an officer - see GEN. OFF. 642.20

False fire alarm - see GEN. OFF. 648.09

153.01 PERSONNEL.

(a) The Fire Department shall be composed of ~~the following regular members: one a Fire Chief, and a command structure that may include an one Assistant Chief, up to seven Lieutenants, and so many twenty-one~~ Firefighters as are deemed necessary by the Fire Chief and approved by the Mayor, and any interim or temporary appointments acting in the positions described above. There may also be volunteer firefighters ~~in a number not to exceed twenty-five as may be~~ from time to time duly designated and appointed by the Mayor.

(b) When a circumstance of unavailability or vacancy occurs in the office of Chief, Assistant Chief or Lieutenant, the Mayor may appoint from the regular members an Acting Chief, Assistant Chief or Lieutenant, pending promotional exams, and may also appoint a Firefighter in accordance with the provisions of the City Charter, and the rules and regulations of the Civil Service Commission.

(Ord. 1999-6. Passed 2-22-99; Ord. 2001-17. Passed 6-11-01; Ord. 2005-35. Passed 11-28-05; Ord. 2013-7. Passed 2-25-13; Ord. 2023-62. Passed 10-23-23.)

153.02 FIRE CHIEF; ASSISTANT CHIEF.

(a) The Fire Chief shall, under the direction of the Mayor, be the executive head of the Department of Fire. In ~~his~~ their absence from duty or incapacity the chief, or in ~~his~~ their absence the Mayor, shall have the authority to designate any full-time officer from the rank of Lieutenant or above in the Fire Department to serve as the acting Chief.

(Ord. 2012-35. Passed 8-6-12.)

(b) The Fire Chief shall be responsible for the prevention and control of the hazards of fire and the care and maintenance of all fire equipment and the buildings in which such equipment is housed. ~~He~~ They shall also supervise and direct the hours of work and the duties of all firemen. Members of the Department of Fire shall have all the powers and duties conferred by law upon firemen in a city under the Ohio Revised Code and such other powers, not inconsistent with the nature of their offices, as are conferred by ordinance of this Municipality from time to time.

(Ord. 1956-70. Passed 9-24-56.)

~~(c) The Fire Chief shall be entitled to the following employee benefits: uniform allowances, medical and life insurance coverage, vacations, holidays, longevity compensation, sick leave, emergency responder pay and college education pay as described in the employment contract entered into by the City and Local 1690 of the International Firefighters Association.~~

~~The Assistant Fire Chief shall receive the same fringe benefits, effective upon the same dates and in the same amounts, as provided to the position of Assistant Chief of Police (See Section 151.04(b)).~~

(Ord. 1994-48. Passed 10-11-94; Ord. 2000-16. Passed 4-10-00.)

~~(c)(d)~~ Effective January 1, 1985, when any vacancy in the office of Fire Chief occurs due to retirement, death termination, or any other circumstances provided in the Civil Service Rules, and a member of the Department is assigned the duty of "Acting Chief" on a temporary or interim basis, such member may be paid at the Chief's normal rate of pay for such duty during the interim time period until a new Chief is appointed.

(Ord. 1985-12. Passed 5-13-85; Ord. 2023-63. Passed 10-23-23.)

~~(e) Each non-aligned regular member of the Fire Department holding the position of Fire Chief or Assistant Fire Chief shall be entitled to emergency responder allowance in addition to his or her regular compensation. Such allowance shall be paid as follows: 6% of the base annual salary, payable in two equal installments, on the pay days closest to May 1 and November 1 of each calendar year. When an employee leaves the Department through retirement, resignation or termination, the emergency responder allowance shall be prorated and the amount paid but unearned shall be deducted from the employee's final paycheck.~~

(Ord. 2000-16. Passed 4-10-00; Ord. 2000-53. Passed 11-27-00; Ord. 2006-10. Passed 3-30-06.)

~~153.03 OVERTIME.~~

~~All non-aligned regular members of the Fire Department, excluding the Fire Chief, shall be paid, in addition to their regular compensation, for the performance of overtime duties, as provided for in Section 179.07.~~

~~(a) When any member is assigned to the Fire Prevention Bureau and working 40 hours per week, compensation for overtime shall be calculated by multiplying his or her normal hourly rate of pay by 1.5 for the number of hours worked in the performance of such duties in excess of 40 hours for each calendar week.~~

~~(b) When a non-aligned regular fireman not on duty is called in for duty at a fire, he or she shall be compensated at his or her overtime rate for all hours worked on such call, but he or she shall not receive overtime pay for fewer than two hours for the call in.~~

(Ord. 1997-20. Passed 6-23-97; Ord. 2000-16. Passed 4-10-00; Ord. 2000-53. Passed 11-27-00; Ord. 2006-10. Passed 3-30-06.)

~~153.04 VOLUNTEER FIREFIGHTERS.~~

~~—(a) Volunteer firemen shall be obligated to respond to all emergency alarms whenever physically possible and perform such duties as directed by their superior officers not inconsistent with the responsibilities of the Department of Fire. Volunteer firemen shall attend such scheduled drills and meetings as established by the Fire Chief. Failure to attend eighty percent of such drills during any fiscal year shall be grounds for removal and dismissal from the rolls of volunteer firemen.~~

~~(Ord. 1956-70. Passed 9-24-56.)~~

~~—(b) (EDITOR'S NOTE: Division (b) of this section was repealed by Ordinance 1994-20, passed April 25, 1994.)~~

~~153.05 UNIFORM ALLOWANCES.~~

~~—(a) Each non-aligned regular full-time member of the Fire Department shall be entitled to a uniform allowance of one thousand five hundred dollars (\$1,500) yearly, payable in equal amounts of seven hundred and fifty dollars (\$750.00) on the pay closest to February 1 and August 1 of each year.~~

~~(Ord. 1997-20. Passed 6-23-97; Ord. 2000-16. Passed 4-10-00; Ord. 2000-53. Passed 11-27-00; Ord. 2006-10. Passed 3-30-06; Ord. 2013-7. Passed 2-25-13.)~~

~~—(b) (EDITOR'S NOTE: Division (b) of this section was repealed by Ordinance 1994-20, passed April 25, 1994.)~~

~~153.06~~ 153.03 HOURS REQUIRED.

The Fire Chief and Assistant Fire Chief and members assigned to the Fire Prevention Bureau shall serve forty hours per week as directed by the Mayor. The other regular members of the Fire Department shall serve on regular duty as directed by the Mayor for an average of forty-eight hours per week.

(Ord. 1991-28. Passed 8-12-91; Ord. 2013-7. Passed 2-25-13.)

~~153.07 INSURANCE, VACATIONS, HOLIDAYS, LONGEVITY AND JURY DUTY.~~

~~—(a) Insurance-Medical. Each non-aligned regular and civilian employee of the Fire Department shall, after one month of such full-time service, 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.~~

~~—(b) Insurance Group Life. Each non-aligned full-time regular and civilian 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).~~

~~—(c) Vacations. Each nonaligned regular and civilian full-time member of the Fire Department shall be entitled to the following annual vacation benefits, based on the length of continuous employment: two weeks of vacation with pay at the end of one year of full-time active duty; three weeks of vacation with pay at the end of five years of full-time active duty; four weeks of vacation with pay at the end of ten years of full-time active duty; five weeks of vacation with pay at the end of seventeen years of full-time active and six weeks of vacation with pay after twenty-four years full-time active duty. Vacation shall be earned as of January 1 of each year and shall be taken by the employee in the calendar year in which it is earned, provided, however, that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve-month period measured from the anniversary. Vacation shall not be accrued from year to year or payment made in lieu thereof, except by special arrangement with the Director of Public Service, provided, however, that any full-time member of the Fire Department who has concluded twenty-one continuous years of service, may, at his or her option, bank not more than three weeks per year, up to a maximum of nine weeks. Such employee 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. In lieu of banking vacation time, an employee may turn-in for annual payment not more than three weeks per year, up to a maximum amount of nine weeks. The Finance Department must be notified of this intent not later than November 1 of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.~~

~~—Vacation or payment in lieu of accrued vacation shall be granted to an employee after his or her retirement or termination of employment, unless such termination of employment is made for cause, in which event no such vacation or payment in lieu thereof shall be allowed.~~

~~—Payment in lieu of vacation shall be calculated at the employee's normal rate of pay.~~

~~—(d) Holidays. Each nonaligned regular and civilian full-time employee of the Fire Department shall be entitled to twelve paid holidays. The City, in response to certain reductions in the workweek hours for the City firefighters, does hereby agree to grant each non-aligned regular and civilian employee of the Fire Department one additional holiday for the year 2000. Commencing January 1, 2001, each non-aligned regular and civilian full-time employee of the Fire Department shall be entitled to fifteen paid holidays.~~

~~—(e) Longevity Pay. Additional compensation for continuous, full-time employment, which shall be entitled "longevity pay", shall be paid for each calendar year at the first pay period in December of that calendar 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 such 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 full 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 or her 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.~~

~~(f) Jury Duty Compensation. Each non-aligned regular and civilian full-time employee of the Fire Department shall, if called for jury duty, receive their regular compensation during the time spent in the capacity as jurors less the amount paid them by the court for such duty as jurors.~~

~~(Ord. 1997-20. Passed 6-23-97; Ord. 2000-16. Passed 4-10-00; Ord. 2000-53. Passed 11-27-00; Ord. 2001-28. Passed 9-10-01; Ord. 2006-10. Passed 3-30-06; Ord. 2013-7. Passed 2-25-13.)~~

~~153.08 SICK LEAVE.~~

~~(a) Each non-aligned regular and civilian full-time employee of the Fire Department shall be entitled to 4.6 hours of sick leave for every eighty hours of regularly scheduled employment. Fire Department personnel normally employed on a forty-hour per week schedule shall be entitled to accrue sick leave not to exceed 1,750 hours. Employees working thirty-five hours per week shall be entitled to accrue sick leave not to exceed 1,531 hours.~~

~~—(b) Absences due to 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 the Police Surgeon's prognosis as to the employee's ability to return to employment. Once an employee has returned to assume normal duties, following an absence due to a service connected injury, subsequent absences, alleged as being due to a service connected injury, will be charged against the employee's accumulated sick leave, unless excused by the certification of the employee's attending physician's and/or the Police Surgeon. In the case of disagreement between physicians, the certification of a third physician will be required.~~

~~—(c) 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, brother-in-law, grandchildren, step-parent, step-sister, step-brother, aunt, uncle, cousin, niece and nephew. Funeral leave so utilized shall not be charged so as to reduce the employee's sick leave incentive.~~

~~—(d) 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. Retirement shall be as defined in Police and Fire Pension Fund or Ohio Public Employee Retirement System regulations. 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 a forty hour per work week employee and sixty percent of 1,050 hours for a thirty-five hour work week employee. The formula for computation shall be:~~

~~—(1) In the case of employees working 40 hours per week:~~

~~— annual rate x (accumulated hours x 60%)~~

~~— 2,080~~

~~—(2) In the case of employees working 35 hours per week:~~

~~— annual rate x (accumulated hours x 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.~~

~~—(e) For Fire Department personnel, the following sick leave conservation incentive table shall prevail:~~

~~—(1) In the case of employees working forty hours per week:~~

~~Unused Sick Leave Days Incentive Payment Hours~~

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-

-

~~— (2) In the case of employees working 35 hours per week:~~

Unused Sick Leave Days	Incentive Payment Hours
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-

-

~~— (f) For payment purposes, the equivalent hourly rate to be paid will be that hourly rate in effect as of December 31, in the year in which the sick leave days are accumulated. Payment is to be concurrent with the second payroll in 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.~~

~~—(g) The incentive for conservation of annual sick leave shall be prorated and paid for the year in which separation, by death or retirement, of an employee of the Fire Department shall occur.~~

~~(Ord. 1997-20. Passed 6-23-97; Ord. 2000-16. Passed 4-10-00; Ord. 2000-53. Passed 11-27-00; Ord. 2006-10. Passed 3-30-06; Ord. 2013-7. Passed 2-25-13.)~~

~~153.09~~ 153.04 RULES AND REGULATIONS.

The Mayor shall promulgate such rules and regulations from time to time as are necessary to maintain a high degree of efficiency and discipline within the Department of Fire. Existing rules and regulations in force at the present time shall remain in existence until amended or revoked by the Mayor.

~~(Ord. 1955-83. Passed 10-17-55.)~~

~~153.10~~ 153.05 APPOINTMENT, PROMOTION AND DISMISSAL.

The appointment, promotion, suspension or dismissal of members to or from the Department of Fire shall be in accordance with the provisions of the City Charter, the rules and regulations of the Parma Heights Civil Service Commission and other applicable laws ~~the Ohio Revised Code.~~

~~(Ord. 1962-52. Passed 7-30-62.)~~

~~153.11~~ 153.06 ADDITIONAL CLERKS. FIREFIGHTER RESIDENCY REQUIREMENTS.

The Mayor shall have the power to appoint civilian clerical employees from time to time as they deem necessary for the proper functioning of the Municipality. These civilian clerical employees shall serve at the pleasure of the Mayor.

~~—(a) Each person appointed as a full-time member of the Department of Fire shall, within eighteen months of appointment, reside within twenty miles from the closest boundary of the City. He or she shall be required to maintain his or her residence within such twenty-mile area at all times while serving as a member of the Department.~~

~~—(b) If at any time the State Legislature or a court of appropriate jurisdiction either eliminates residency as a requirement of employment, or if the limitation is extended beyond the current twenty-mile limitations, this City shall abide by the expansion or elimination of such residency requirement.~~

~~—(c) The failure of any person to comply with divisions (a) or (b) of this section shall constitute good cause for dismissal.~~

~~(Ord. 1988-39. Passed 11-28-88; Ord. 2000-29. Passed 6-12-01; Ord. 2001-30. Passed 9-10-01; Ord. 2013-7. Passed 2-25-13.)~~

~~153.12 UTILIZATION CHARGES FOR EMERGENCY MEDICAL SERVICES.~~

~~—(a) The Council hereby adopts as utilization charges the following rates:~~

~~—(1) Basic Life Support \$550.00 \$650.00~~

~~—(2) Advanced Life Support 1 \$750.00~~

~~—(3) Advanced Life Support 2 \$950.00 \$1,050.00~~

~~—(4) With a mileage fee of \$15.00 \$16.00 per mile when transporting.~~

~~—(b) The Mayor and the Director of Finance are hereby authorized and directed to establish a billing procedure consistent with the rates identified in division (a) of this section for the services provided, and to perform collection of such billings or to engage an agency to perform such collection services for a reasonable fee which shall be negotiated from time to time by the Mayor.~~

~~—(c) It is the policy of this Council that the procedures for billing shall include the waiver of such billings where it is determined that the person receiving the emergency services is indigent or is otherwise unable to pay for such services, and there is no other source for the payment thereof.~~

~~—(d) The funds collected pursuant to the provisions hereof shall be deposited into one or more funds established by Council for the purposes of the acquisition of medical services vehicles, equipment, Fire Department equipment, the upgrading and/or replacement of the current Fire and Police Department building and facilities, the payment of the cost of financing thereof, and any cost incurred in the collection of such fees. All interest earned on the monies to the credit of such funds shall be credited to the same fund.~~

~~(Ord. 2002-14. Passed 4-22-02; Ord. 2022-3. Passed 3-14-22.)~~

~~153.13 EMERGENCY RESPONDER ALLOWANCE.~~

~~—Each non-aligned regular member of the Fire Department holding the position of Fire Chief or Assistant Fire Chief shall be entitled to emergency responder allowance in addition to their regular compensation. This compensation shall be paid as follows: 6% of the base annual salary, payable in two equal installments on the pay days closest to May 1 and November 1 each calendar year. When an employee leaves the department through retirement, resignation, or termination, the emergency responder allowance shall be prorated and the amount paid but unearned shall be deducted from the employee's final paycheck.~~

~~(Ord. 2006-10. Passed 3-30-06.)~~

CHAPTER 155

Department of Recreation

155.01 Duties of Department.

155.02 Personnel.

155.03 Duties of Service Department.

155.04 Leaving public properties when so ordered.

155.05 Rules, regulations and charges.

155.06 Criminal background checks of coaches, assistants and supervisors; disqualification.

155.99 Penalty.

CROSS REFERENCES

Appointment of Director - see CHTR. Art. IV, § 6

Parks and playgrounds - see S. & P.S. Ch. 961

Municipal swimming pool - see S. & P.S. Ch. 969

155.01 DUTIES OF DEPARTMENT.

The Department of Recreation shall have the duty and obligation of operating the recreational activities, functions and programs which are now or may hereafter be performed or carried on by the Municipality. Council may, from time to time, designate additional activities, functions or programs for operation by the Department, but the Department shall immediately take charge of operating and carrying on all recreational activities, functions or programs in connection with the swimming pool, baseball, including both hardball and softball, tennis, ~~ice skating~~ soccer, pickleball, competitive swim, and any other activities, functions or programs which are scheduled within the parks or recreation areas owned or controlled by the Municipality.

(Ord. 1958-36. Passed 5-26-58.)

155.02 PERSONNEL.

The Department of Recreation shall be composed of the following employees:

(a) Director of Recreation. The Director shall be appointed by and serve at the pleasure of the Mayor. The Director shall have control, supervision and direction of the Department of Recreation and all of its employees. Any order issued by the Director shall be binding upon the employees of the Department.

(b) Pool Manager. Deputy Director of Recreation for Swimming and Ice Skating. The Pool Manager Deputy Director shall assist the Director of Recreation in the performance of their duties and shall, subject to the control and supervision of the Director, be in charge of and operate any swimming pools and ice skating rinks owned or controlled by the City. They He shall, in addition, have control and be in charge of all personnel employed at such facilities.

(c) ~~(1)~~ Assistant Director of Recreation. Manager. The Assistant Director of Recreation Manager shall assist the ~~Deputy~~ Director of Recreation for Swimming and Ice Skating in operating any recreational programming swimming pools and ice skating rinks owned or controlled by the City. Additionally, the Assistant Director of Recreation shall perform such duties as are assigned by the Director of Recreation. He shall, in addition, have control and be in charge of guards employed at such facilities.

(d) ~~(2)~~ Athletics Coordinator. The Athletics Coordinator shall assist the Director of Recreation in the performance of their duties and shall be in charge of all upkeep and maintenance of all recreation facilities. The Athletics Coordinator shall also organize and run all athletic programs, subject to the supervision of the Director of Recreation. ~~Cashier.~~ The cashier shall be employed at the swimming pools or ice skating rinks of the City and shall perform the duties and functions designated by the Deputy Director of Recreation for Swimming and Ice Skating.

(e) ~~(3)~~ Part-Time Employees. In addition to those positions listed in this section, the Director of Recreation may hire part-time or seasonal employees when deemed necessary for the efficient and effective operation of the Recreation Department. ~~Guard.~~ The guard shall be employed at the swimming pools or ice skating rinks of the City and shall perform the duties and functions designated by the Deputy Director of Recreation for Swimming and Ice Skating.

~~(4)~~ Checker. The checker shall be employed at the swimming pools or ice skating rinks of the City and shall perform the duties and functions designated by the Deputy Director of Recreation for Swimming and Ice Skating.

~~(5)~~ Professional ice skating instructor. The instructor shall perform the duties of ice skating instructor as designated by the Deputy Director of Recreation for Swimming and Ice Skating.

~~(c)~~ Deputy Director of Recreation for Hockey. The Deputy Director shall assist the Director of Recreation and shall, subject to the control and direction of the Director of Recreation, be in charge of all hockey programs operated by the City.

~~(f)(d)~~ Senior Center Administrator. Deputy Director of Recreation for Senior Citizens Activities. The Senior Center Administrator Deputy Director shall assist the Director of Recreation and shall, subject to the control and supervision of the Mayor Director of Recreation, have the duty and responsibility of developing, planning, coordinating, supervising, and operating recreational activities, functions, and programs for the senior citizens of the City and such other duties and responsibilities in relation to the senior citizens of the City as the Mayor or the Director of Recreation may from time to time direct.

~~(e) Deputy Director of Recreation for the Cultural Center. The Deputy Director shall assist the Director of Recreation in the performance of his duties and shall, subject to the control and supervision of the Director, be in charge of and operate the Cultural Center. He shall, in addition, have control and be in charge of all scheduling, productions and other activities to be held at the Cultural Center. The Deputy Director of Recreation for the Cultural Center shall also be in charge of all personnel employed at the Cultural Center.~~

~~—(1) Secretary. The secretary shall assist the Deputy Director of Recreation for the Cultural Center in the operation of all phases of the Cultural Center.~~

~~(2) Instructor. The instructor shall assist the Deputy Director of Recreation for the Cultural Center in the instruction of arts and crafts.~~

~~—(3) Technician. The technician shall assist the Deputy Director of Recreation for the Cultural Center in the operation of all stage equipment owned by the City.~~

~~—(4) Stage helper. The stage helper shall assist the Deputy Director for the Cultural Center in the operation of any equipment necessary for theater operation.~~

~~—(f) Recreation Maintenance Supervisor. The Recreation Maintenance Supervisor shall assist the Deputy Director of Recreation for Swimming and Ice Skating and the Deputy Director of Recreation for the Cultural Center in the performance of their duties and shall be in charge of all upkeep and maintenance of all recreation facilities.~~

~~(g) (1) Recreation Maintenance Foreman. The Recreation Maintenance Foreman shall assist the Recreation Maintenance Supervisor in carrying out his their duties, and any duties assigned by the Director of Recreation.~~

~~—(g) Deputy Director of Recreation for Baseball. The Deputy Director shall assist the Director of Recreation in the performance of their his duties and shall, subject to the control and direction of the Director, establish the schedule for the organized baseball diamonds which are established on property owned or controlled by the City.~~

~~—(1) Supervisor of Umpires. The Supervisor shall assist the Deputy Director of Recreation for Baseball in obtaining, training and assigning umpires for all baseball games scheduled by the Director of Recreation of the City.~~

~~—(2) Assistant Supervisor of Umpires. The Assistant Supervisor shall assist the Deputy Director of Recreation for Baseball in obtaining, training and assigning umpires for all baseball games scheduled by the Director of Recreation of the City.~~

~~—(3) League Supervisor. The League Supervisor shall assist the Deputy Director of Recreation for Baseball and shall, subject to the control and direction of the Director of Recreation, establish, control and direct the operations of the organized baseball league of the City.~~

~~—(4) Statistician. The statistician shall assist the Deputy Director of Recreation for Baseball in keeping accurate detailed records of all the games played, team records and any other records required in the baseball program and the publication of all information relating to the baseball program.~~

~~—(5) Umpire. The Umpire shall perform duties in umpiring and controlling scheduled baseball games subject to the control and direction of the Deputy Director of Recreation for Baseball.~~

~~(h) Deputy Director of Recreation for Tennis. The Deputy Director shall assist the Director of Recreation in the performance of his duties and shall, subject to the control and under the direction of the Director of Recreation, be in charge of and operate any tennis courts owned by and controlled by the City, and any programs of instruction, competition or tournaments conducted at, or in connection with, the tennis courts.~~

~~(1) Instructor. The instructor shall perform the duties as designated by the Deputy Director of Recreation for Tennis.~~

~~(2) Attendant. The attendant shall perform the duties as designated by the Deputy Director of Recreation for Tennis.~~

~~(i) Deputy Director of Recreation for Golf. The Deputy Director shall assist the Director of Recreation in the performance of his duties and shall, subject to the control and direction of the Director, establish the schedule, rules and regulations, and supervise the operation of golf courses owned and operated by the City.~~

~~—(1) Instructor. The instructor shall perform the duties as designated by the Deputy Director of Recreation for Golf.~~

~~—(2) Attendant. The attendant shall perform the duties as designated by the Deputy Director of Recreation for Golf.~~

~~—(j) Deputy Director of Recreation for Basketball. The Deputy Director shall assist the Director of Recreation in the performance of his duties and shall, subject to the control and direction of the Director, be in charge of and operate any and all basketball courts and basketball programs owned and controlled by the City.~~

~~—(1) Instructor. The instructor shall perform the duties as designated by the Deputy Director of Recreation for Basketball.~~

~~—(k) Deputy Director of Recreation for Flag Football. The Deputy Director shall assist the Director of Recreation in the performance of his duties and shall, subject to the control and direction of the Director, be in charge of and operate any and all football fields and football programs owned and controlled by the City.~~

~~—(l) Deputy Director of Recreation for Playgrounds. The Deputy Director shall assist the Director of Recreation in the performance of his duties and shall, subject to the control and direction of the Director, be in charge of and operate any and all playgrounds and playground activities owned and controlled by the City.~~

~~(1) Playground supervisor. The playground supervisor shall perform the duties as designated by the Deputy Director of Recreation for Playgrounds.~~

~~—(2) Instructor. The instructor shall perform the duties as designated by the Deputy Director of Recreation for Playgrounds.~~

(Ord. 1974-103. Passed 11-25-74.)

155.03 DUTIES OF SERVICE DEPARTMENT.

The Director of Public Service and the Department of Public Service shall be responsible for extraordinary maintenance, repair, construction or rebuilding of any facilities controlled or operated by the Department of Recreation. It shall be the duty of the Director of Recreation to advise the Director of Public Service, in writing, of any repairs, extraordinary maintenance, construction or rebuilding which the Director of Recreation desires the Department of Public Service to perform.

On receipt of such written advice, the Director of Public Service shall investigate to determine that such extraordinary maintenance, repair, construction or rebuilding is within the scope of the duties placed upon his Department by this chapter and that ~~their~~ ~~his~~ Department is capable of performing the requested service. If ~~their~~ ~~his~~ determination is affirmative, ~~they~~ ~~he~~ shall cause the requested extraordinary maintenance, repair, construction or rebuilding to be performed. If ~~their~~ ~~his~~ determination is negative, ~~they~~ ~~he~~ shall advise the Director of Recreation in writing of ~~their~~ ~~his~~ determination and the reasons therefor.

(Ord. 1958-36. Passed 5-26-58.)

155.04 LEAVING PUBLIC PROPERTIES WHEN SO ORDERED.

No person shall refuse to leave lands which are owned or controlled by the Municipality and designated for use for recreational purposes, parking areas, or driveways incident thereto, when ordered to leave such lands by an employee of the Department of Recreation, the Department of Police, or the Department of Fire.

(Ord. 1962-49. Passed 7-30-62.)

155.05 RULES, REGULATIONS AND CHARGES.

The Director of Recreation, with the approval of the Mayor, is hereby authorized to establish, amend, revise, and rescind rules, regulations and charges for the use of the recreational facilities of the City. Such rules and regulations shall be such as will promote the orderly and equitable use of the facilities, protect the health and safety of persons using the facilities and spectators thereat and provide for the protection, preservation and prevention of the misuse or damage of City property. The charges shall be such as will defray a reasonable part of the expense of operation and maintenance of the recreational facilities without imposing such a burden as would forestall the full and equitable use of the facilities, and they shall be restricted to the use of those facilities with respect to which it is feasible to collect charges.

Such rules, regulations and charges shall not conflict with the ordinances and laws relating thereto and shall be superseded in pertinent respect by any ordinance or resolution hereafter adopted by Council with which they may conflict. Such rules and regulations shall be posted in a sufficient number of locations to apprise the ordinarily observant person of their existence. When so posted, they shall have the effect of law.

(Ord. 1960-59. Passed 6-27-60.)

155.06 CRIMINAL BACKGROUND CHECKS OF COACHES, ASSISTANTS AND SUPERVISORS; DISQUALIFICATION.

(a) The Director of Recreation or Director of Human Resources is hereby directed to perform or cause to be performed criminal background checks as lawfully permitted upon all individuals who are to be ~~coaches, assistants, or other supervisors~~ volunteers or paid personnel for all recreational programs which involve minor children. ~~This requirement shall apply regardless of whether the individuals involved are volunteers or paid personnel.~~

(b) The Director of Recreation or Director of Human Resources shall ~~utilize~~ provide an the Application Form ~~as set forth in this section~~ in the selection of any coach, assistant, or other supervisor for any recreational programming which involves minor children, regardless of whether these individuals are volunteers or otherwise. Release of any information contained in the application form and information contained in any background check shall be governed by the provisions contained in Ohio R.C. 149.43, as the same may be amended from time to time.

(c) The Director of Recreation or Director of Human Resources shall utilize the following guidelines to determine whether an individual is qualified to participate as a coach, assistant, or supervisor for the activities described in this section:

Ohio R.C. Chapter 2903: Homicide and Assault:

Ohio R.C. 2903.01 Aggravated Murder

Ohio R.C. 2903.02 Murder

Ohio R.C. 2903.03 Voluntary Manslaughter

Ohio R.C. 2903.04 Involuntary Manslaughter

Ohio R.C. 2903.041 Reckless Homicide

Ohio R.C. 2903.05 Negligent Assault

Ohio R.C. 2903.06 Aggravated Vehicular Homicide

Ohio R.C. 2903.08 Aggravated Vehicular Assault

Ohio R.C. 2903.09 Unlawful Termination of Another's Pregnancy

- Ohio R.C. 2903.11 Felonious Assault
- Ohio R.C. 2903.12 Aggravated Assault
- Ohio R.C. 2903.13 Assault
- Ohio R.C. 2903.14 Negligent Assault
- Ohio R.C. 2903.15 Permitting Child Abuse
- Ohio R.C. 2903.16 Failing to Provide for functionally Impaired Person
- Ohio R.C. 2903.21 Aggravated Menacing
- Ohio R.C. 2903.211 Menacing by Stalking
- Ohio R.C. 2903.214 Protection Orders
- Ohio R.C. 2903.22 Menacing
- Ohio R.C. 2903.31 Hazing; Recklessly Participating or Permitting
- Ohio R.C. 2903.34 Patient Abuse Neglect; Spiritual Treatment
- Ohio R.C. 2903.35 False Statements
- Ohio R.C. 2903.36 Retaliation Against Person Reporting Patient Abuse or Neglect

Ohio R.C. Chapter 2905: Kidnapping and Extortion

- Ohio R.C. 2905.01 Kidnapping
- Ohio R.C. 2905.02 Abduction
- Ohio R.C. 2905.03 Unlawful Restraint
- Ohio R.C. 2905.05 Criminal child enticement

Ohio R.C. Chapter 2907: Sex Offenses:

- Ohio R.C. 2907.02 Rape
- Ohio R.C. 2907.03 Sexual Battery
- Ohio R.C. 2907.04 Unlawful Sexual Conduct with a Minor
- Ohio R.C. 2907.05 Gross Sexual Imposition
- Ohio R.C. 2907.06 Sexual Imposition
- Ohio R.C. 2907.07 Importuning
- Ohio R.C. 2907.08 Voyeurism
- Ohio R.C. 2907.09 Public Indecency

- Ohio R.C. 2907.21 Compelling Prostitution
- Ohio R.C. 2907.22 Promoting Prostitution
- Ohio R.C. 2907.23 Procuring Prostitution
- Ohio R.C. 2907.24 Soliciting; Solicitation After Positive HIV Test
- Ohio R.C. 2907.241 Loitering to Engage in Solicitation; Loitering to Engage in Solicitation After Positive HIV Test
- Ohio R.C. 2907.25 Prostitution; Prostitution after Positive HIV Test
- Ohio R.C. 2907.31 Disseminating Matter Harmful to Juveniles
- Ohio R.C. 2907.311 Displaying Matter Harmful to Juveniles
- Ohio R.C. 2907.32 Pandering Obscenity
- Ohio R.C. 2907.321 Pandering Obscenity Involving a Minor
- Ohio R.C. 2907.322 Pandering Sexual Oriented Matter Involving a Minor
- Ohio R.C. 2907.323 Illegal Use of a Minor in Nudity-Oriented Material or Performance
- Ohio R.C. 2907.33 Deception to Obtain Matter Harmful to Juveniles
- Ohio R.C. 2907.34 Compelling Acceptance of Objectionable Materials

(1) An individual is automatically disqualified from coaching, assisting, or supervising if he or she has been convicted of or found guilty of any felony level sex offense contained within Ohio R.C. Chapter 2907 if that conviction occurred within the past ten years.

(2) An individual is automatically disqualified from coaching, assisting, or supervising if he or she has been convicted of or found guilty of any felony contained within Ohio R.C. Chapter 2903 if that conviction occurred within the past ten years.

(3) An individual is automatically disqualified from coaching, assisting, or supervising if he or she has been convicted of or found guilty of domestic violence as defined in Ohio R.C. 2919.25(A) and (B) within the past ten years.

(d) Any crimes not listed above will be evaluated at the discretion of the Director of Recreation.

(e) The applicant will have the right to appeal the decision of the Director of Recreation ~~Director~~. All appeals will be decided upon by the Mayor. The Mayor's decision shall be final.

(Ord. 2005-36. Passed 11-28-05.)

155.99 PENALTY.

Whoever violates Section 155.04 or any of the rules and regulations established pursuant to Section 155.05 is guilty of a misdemeanor of the fourth degree and shall be fined not more than two hundred fifty dollars (\$250.00) or imprisoned not more than thirty days, or both. Each refusal to leave such lands in response to an order shall be deemed a separate violation.

CHAPTER 157

Department of Public Information and Public Relations (REPEALED)

~~157.01 Director; appointment.~~

~~157.02 Duties of Director.~~

~~157.03 Compensation of Director.~~

~~—CROSS REFERENCE~~

~~—Power to create— see CHTR. Art. IV, § 1~~

~~157.01 DIRECTOR; APPOINTMENT.~~

~~—There is hereby established the position of Director of Public Information and Public Relations, who shall be appointed by the Mayor with the concurrence of a majority of Council.~~

~~{Ord. 1971-19. Passed 3-22-71.}~~

~~157.02 DUTIES OF DIRECTOR.~~

~~—The Director of Public Information and Public Relations shall assist the Mayor, Council and department heads in keeping the citizens of the City informed on the operations of the City's government and on the issues and problems facing the City. It shall also be the function of the Director to design and coordinate efforts to promote the good reputation of the City and such other functions and responsibilities as the Mayor and the President of Council shall from time to time request.~~

~~{Ord. 1971-19. Passed 3-22-71.}~~

~~157.03 COMPENSATION OF DIRECTOR.~~

~~—The Director of Public Information and Public Relations shall serve without compensation.~~

~~{Ord. 1971-19. Passed 3-22-71.}~~

CHAPTER 158

Director of Human ~~Services~~ Resources

158.01 Position of Director of Human ~~Services~~ Resources established; powers and duties.

158.01 POSITION OF DIRECTOR OF HUMAN ~~SERVICES~~ RESOURCES ESTABLISHED;
POWERS AND DUTIES.

(a) The position of Director of Human ~~Services~~ Resources is hereby established, and shall be appointed by the Mayor. The compensation of the Director of Human Resources shall be determined from time to time by Council.

(b) The Director of Human ~~Services~~ Resources shall develop and implement Safety and Risk Management Programs. The Director of Human Resources shall manage, supervise, and be responsible for the policies and procedures throughout all departments of the City. They shall also manage and supervise all labor relations with City employees and shall set the standards of employment. He or she shall be the City's Mayor's Court Probation Officer. He or she shall secure and manage grants for the City and interact with various political subdivisions, including but not limited to the County of Cuyahoga and Regional and Federal authorities in order to effectuate a grant program.

~~—(c) The compensation of the Director of Human Services shall be determined from time to time by Council.~~

~~—(d) The Director of Human Resources shall be appointed by the Mayor and serve at the pleasure of the Mayor.~~

(Ord. 2001-3. Passed 2-12-01; Ord. 2001-16. Passed 6-11-01.)

CHAPTER 159
Municipal Engineer

159.01 Creation; duties; compensation.

CROSS REFERENCES

Civil engineer - see Ohio R. C. 733.80

General duties - see Ohio R.C. 735.32

159.01 CREATION; DUTIES; COMPENSATION.

There is hereby created within the Municipality the position of Municipal Engineer, who shall perform such duties and receive such compensation as are specified by ordinance of Council.

The City may utilize the services of another public or private entity to perform the duties of the Municipal Engineer at the direction of the Mayor.

(Ord. 1958-10. Passed 3-24-58.)

CHAPTER 163

Boards and Commissions Generally

163.01 Election of chairmen.

163.02 Annual elections.

163.03 Eligibility.

163.04 Presiding officer; ~~sergeant-at-arms~~.

CROSS REFERENCES

General provisions - see CHTR. Art. IV, § 1

Civil Service Commission - see CHTR. Art. IV, § 8

Planning Commission - see CHTR. Art. IV, § 9; P. & Z. 1101.01 et seq.

Board of Zoning Appeals - see CHTR. Art. IV, § 10; P. & Z. 1139.01 et seq.

Building Commission - see CHTR. Art. IV, § 11; BLDG. 1321.01 et seq.

Recreation Commission - see CHTR. Art. IV, § 12; ADM. 169.01

Board of Tax Appeals - see CHTR. Art. IV, § 13; ADM. 193.05 et seq.

163.01 ELECTION OF CHAIRMEN.

All boards and commissions created by the City Charter and acting within and for the Municipality by virtue of the City Charter shall elect a chairman. ~~He~~ They shall be directly responsible to the Mayor and Council during the period of ~~his~~ their chairmanship for the proper conduct of the committee, the prompt consideration and disposition of its business and for periodic reports of the same to the Mayor and Council if and when they request reports.

(Ord. 1955-13. Passed 3-21-55.)

163.02 ANNUAL ELECTIONS.

All of the boards and commissions shall conduct elections to choose a chairman annually at the first meeting of the board or commission which is held in every calendar year.

(Ord. 1955-13. Passed 3-21-55.)

163.03 ELIGIBILITY.

Any member of the board or commission is eligible to be elected chairman. Nothing in this chapter shall be construed as being prohibitive of a member being elected to succeed himself as chairman, and all chairmen shall remain chairmen until a successor is elected to succeed them.

(Ord. 1955-13. Passed 3-21-55.)

163.04 PRESIDING OFFICER; ~~SERGEANT-AT-ARMS.~~

(a) The President of Council, the chairman of any board or commission or the Mayor, at any regular meeting of the body which ~~he~~ they heads or at any special meeting called by any such persons concerning matters pertaining to the City and its duties and obligations, shall be the presiding officer of such meeting.

(b) The presiding officer shall call such meeting to order at the hour appointed and shall proceed with the order of business. ~~He~~ They shall preserve order and decorum, prevent personalities from entering into the discussions and confine the discussion to the questions and problems under consideration.

~~—(c) The presiding officer shall appoint a Sergeant-at-Arms who, under his their direction, shall preserve order and decorum and shall, at the request of the presiding officer, eject from such meeting any person interfering with the orderly conduct thereof. The Sergeant-at-Arms shall be a police officer assigned by the officer in charge of the shift during which such meeting is being conducted.~~

(Ord. 1963-31. Passed 4-15-63.)

CHAPTER 165
Civil Service Commission

~~165.01 Secretary.~~

CROSS REFERENCE

Civil Service Commission - see CHTR. Art. IV, § 8

~~165.01 SECRETARY.~~

~~—There is hereby established the position of Secretary to the Civil Service Commission, who shall be appointed by the Commission, serve at its pleasure and perform such duties on behalf of the Commission as may be assigned to him or her from time to time.~~

<Ord. 1967-10. Passed 3-27-67.)

CHAPTER 172

Public Properties Commission (~~REPEALED~~)

~~172.01 Creation; membership.~~

~~172.02 Duties.~~

~~CROSS REFERENCES~~

~~Power to create—see CHTR. Art. IV, § 1~~

~~Parks and playgrounds—see S. & P. S. Ch. 961~~

~~Municipal Cemetery—see S. & P.S. Ch. 963~~

~~Municipal Swimming Pool—see S. & P. S. Ch. 969~~

~~172.01 CREATION; MEMBERSHIP.~~

~~There is hereby created a Public Properties Commission composed of four members. They shall serve without compensation and be residents of the City. The Mayor, with the advice and consent of Council, shall appoint three residents of the City who shall serve for a term of six years or until their successors are appointed, except that of the three appointed for the term beginning January 1, 1975, one shall be appointed for a term of two years, one shall be appointed for a term of four years, and one shall be appointed for a term of six years. The fourth member shall be a Councilman appointed by the Mayor, with the advice and consent of Council, and shall serve until the date of the next organizational meeting of Council following his appointment or until his successor is appointed. A vacancy occurring during the term of any member of the Commission shall be filled for the unexpired term in the manner authorized for an original appointment.~~

~~{Ord. 1975-14. Passed 2-10-75.}~~

~~172.02 DUTIES.~~

~~The Public Properties Commission shall be solely an advisory body, submitting to Council its recommendations on the use, operation and maintenance of all public properties owned by the City.~~

~~{Ord. 1975-14. Passed 2-10-75.}~~

CHAPTER 179
Employees Generally

EDITOR'S NOTE: Ordinance 1996-19, passed July 8, 1996, adopted a Drug Testing Policy for all non-aligned, non-union, part-time and full-time personnel in the City. Ordinance 1996-22, passed September 9, 1996, adopted a Drug Testing Policy for all full-time City personnel who are, at the time of adoption of the ordinance, members of Service Workers Laborers' International Union of North America, Local ~~1099~~ 860. Copies of such ordinances and of such Policies may be obtained, at cost, from the Clerk of Council.

Because of the frequency of change, provisions relating to regular compensation are not codified. Copies of the latest relevant legislation may be obtained, at cost, from the Clerk of Council.

~~179.01 Bonds.~~

~~179.02 Assistant Clerks.~~

~~179.03~~ 179.01 Employee benefits.

~~179.04~~ 179.02 Equal opportunity employment; ~~Affirmative Action Plan.~~

~~179.05~~ 179.03 Additional sick leave.

~~179.06~~ 179.04 Travel allowances.

~~179.07~~ 179.05 Overtime for ~~FLSA non-exempt~~ employees.

~~179.08~~ 179.06 Payment of ~~OP-E-R-S~~ contributions.

~~179.09~~ 179.07 Payment of Police and Firemen's Disability and Pension Fund contributions.

~~179.10~~ 179.08 Military leave.

~~179.11~~ 179.09 Compensation of Acting Directors and Acting Assistant Directors.

~~179.12 Commercial driver's licenses required.~~

CROSS REFERENCES

Welfare of employees - see Ohio Const. Art. II, § 34

Sick leave - see Ohio R.C. 124.38 et seq.

Definitions - see Ohio R.C. 145.01

Oath of office - see Ohio R.C. 705.28

Department of Finance - see ADM. 145.01 et seq.

Department of Public Service - see ADM. 147.01 et seq.

Collective negotiating procedure for safety forces - see ADM. 149.04

~~179.01 BONDS.~~

~~—(a) The following officers and employees of the City shall furnish fidelity bonds in form approved by the Director of Law in the amounts given:~~

Officer or Employee	Amount of Bond
Mayor	\$5,000
Mayor's Secretary	5,000
Finance Director	25,000
Service Director	5,000
Assistant Service Director	5,000
Mayor's Court Clerk and substitutes	5,000
Secretary to Service Director – Building Clerk	5,000
Income Tax Clerk	5,000
License Commissioner	5,000
Assistant Income Tax Clerk	5,000
Clerk of Council	5,000
Clerk of Planning Commission	5,000

~~-~~

~~—(b) All other officers and employees of the City shall be covered by a Public Employees Blanket Bond in form approved by the Director of Law in the amount of two thousand, five hundred dollars (\$2,500).~~

~~—(c) The cost of the bond provided for in divisions (a) and (b) of this section shall be paid by the City.~~

~~{Ord. 1971-79. Passed 12-27-71.}~~

~~179.02 ASSISTANT CLERKS.~~

~~—There shall be the following Assistant Clerks who shall receive compensation on an hourly rate basis~~

~~—(a) Class A. This classification includes those employees who, through experience, natural aptitude and initiative, capably perform the operations required of them without supervision and who are able to supervise the work of other employees.~~

~~—(b) Class B. This classification includes those employees who, while qualified as skilled equipment operators or experienced office clerks, lack the aptitude or initiative to direct other employees.~~

~~—(c) Class C. This classification includes those employees who lack specialized skills and value to the Municipality but who, through initiative and willingness, are able to perform their duties without supervision.~~

~~—(d) Class D. This classification includes those employees who lack specialized skills of value to the Municipality and who are unable to perform their duties without constant supervision.~~

~~(Ord. 1961-59. Passed 8-14-61.)~~

179.03 179.01 EMPLOYEE BENEFITS.

(a) Medical Insurance. Each non-aligned full-time employee, after ~~one month~~ thirty days of such full-time service, and the Mayor, during the entirety of their term, 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 employees at the inception of each benefit year. The Mayor may permit part-time directors and non-aligned part-time employees of the City to participate in the City's medical and/or group life insurance programs, and the City will pay the cost of the respective premium as part of the Director's and/or non-aligned part-time employees' compensation package.

~~(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, and the Mayor, during the entirety of their term, shall 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.)~~

~~(c)(d)~~ Sick Leave.

(1) Each regular full-time employee, including civilian employees in the Departments of Police and Fire, shall be entitled to 10 hours of sick leave per month for 40 hour per week employees and 8.75 hours of sick leave per month for 35 hour per week employees ~~4.6 hours of sick leave for every pay period for 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 1,531.25 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~~ 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.(a)~~ In the case of employees working eight-hour days:

annual salary rate + annual longevity (if applicable) divided by annual regular hours x
.60 (up to 1,200 hours) (accumulated hours x .60)
2,080

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

$$\frac{\text{annual salary rate} + \text{annual longevity (if applicable)} \text{ divided by annual regular hours} \times .60 \text{ (up to 1,050 hours) (accumulated hours} \times .60)}{1,820}$$

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 (d)(4) and (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; Ord. 2023-16. Passed 4-10-23.)

~~(d)(e)~~ Funeral Attendance. A full-time employee shall be granted a five (5) day leave of absence with pay, in the event of the death of an immediate family member. Immediate family shall include: spouse or domestic partner, children, father, mother, brother, sister, aunt, uncle, cousin, niece, nephew, brother-in-law, sister-in-law, mother-in-law, father-in-law, step-parents, step-children, step parents of spouse, son-in-law, daughter-in-law, grandparents, grandparents of spouse, and grandchildren. 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.)

~~(e)(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 <u>Months</u> of Service	Accrual Rate per Month	Vacation Days per Year	Maximum Accrual
0 <u>1</u> up to 4 <u>48</u>	6.666 hours (80-hr base) 5.833 hours (70-hr base)	10 working days	160 hours (80-hr base) 140 hours (70-hr base)
5 <u>49</u> to 11 <u>108</u>	10.000 hours (80-hr base) 8.750 hours (70-hr base)	15 working days	200 hours (80-hr base) 185 hours (70-hr base)
12 <u>109</u> up to 20 <u>192</u>	13.333 hours (80-hr base) 11.666 hours (70-hr base)	20 working days	240 hours (80-hr base) 220 hours (70-hr base)
21 <u>193</u> up to 23 <u>276</u>	16.666 hours (80-hr base) 14.583 hours (70-hr base)	25 working days	280 hours (80-hr base) 255 hours (70-hr base)
24 <u>277</u> or more	20.000 hours (80-hr base)	30 working days	320 hours (80-hr base)

17.500 hours (70-hr
base)

290 hours (70-hr
base)

NOTE: Hour base is the amount of hours that the employee works in a pay period.

(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, per total months of service, 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.

~~(f)~~~~(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~~ their regularly scheduled work days immediately preceding and succeeding such holiday, shall be entitled to the following thirteen 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~~ The last Monday of May, known as Memorial Day ~~(date of observance as established by State Legislature);~~
- (5) The nineteenth day of June, known as Juneteenth Day;
- (6) The fourth day of July, known as Independence Day;
- (7) The first Monday in September, known as Labor Day;
- (8) The second Monday in October, known as Columbus/Indigenous Peoples' Day;
- (9) The eleventh day of November, known as Veterans' Day;
- (10) The fourth Thursday in November, known as Thanksgiving Day;
- (11) The fourth Friday of November, known as the day after Thanksgiving;
- (12) The twenty-fourth day of December, known as Christmas Eve Day;
- (13) (11) The twenty fifth day of December, known as Christmas Day; and
- (14) (12) Three A floating holidays to be taken on a day of the employee's choice subject to approval of departmental supervision; and Floating holidays shall be prorated in the employee's initial and final year of employment.

~~(13) 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.

Employees are not eligible for compensation payouts for any remaining floating holidays after separation from the City.

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; Ord. 2023-16. Passed 4-10-23.)

~~(g) (h)~~ Longevity Pay. Directors and non-aligned employees listed within this Chapter hired after November 1, 2021 shall not be entitled to receive longevity pay under this section. 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
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 (h).~~

~~— (2) No Director is eligible for longevity pay under division (h).~~

(Ord. 2013-5. Passed 2-25-13; Ord. 2023-16. Passed 4-10-23.)

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

(i) The Chief of Police shall be entitled to the following employee benefits: uniform allowances, medical and life insurance coverage, vacations, holidays, longevity

compensation, sick leave, emergency responder pay and college education pay, as described in the collective bargaining agreement entered into by the City with the Ohio Patrolmen's Benevolent Association for the Police Sergeants and Captains. Effective January 1, 2025, upon the appointment of the next Chief of Police and regarding all such future appointments to Chief of Police, the Chief of Police shall not be entitled to the following employee benefits: longevity compensation, non-use of sick leave incentive payment, and emergency responder pay.

(j) The Assistant Chief of Police shall receive the same fringe benefits, effective upon the same dates and in the same amounts, as provided to the rank of Captain by the collective bargaining agreement entered into by the City with the Ohio Patrolmen's Benevolent Association for Police Sergeants and Captains. Effective January 1, 2025, upon the appointment of the next Assistant Chief of Police and regarding all such future appointments to Assistant Chief of Police, the Assistant Chief of Police shall not be entitled to the following employee benefits: longevity compensation, non-use of sick leave incentive payment, and emergency responder pay.

(k) The Fire Chief shall be entitled to the following employee benefits: uniform allowances, medical and life insurance coverage, vacations, holidays, longevity compensation, emergency responder pay, sick leave, and college education pay as described in the collective bargaining agreement entered into by the City and Local 1690 of the International Firefighters Association. Effective January 1, 2025, upon the appointment of the next Fire Chief and regarding all such future appointments to Fire Chief, the Fire Chief shall not be entitled to the following employee benefits: longevity compensation, non-use of sick leave incentive payment, and emergency responder pay.

(l) The Assistant Fire Chief shall receive the same fringe benefits, effective upon the same dates and in the same amounts, as provided to the position of Assistant Chief of Police, reflecting the same fringe benefits provided to the rank of Captain by the Ohio Patrolmen's Benevolent Association for Police Sergeants and Captains. Effective January 1, 2025, upon the appointment of the next Assistant Fire Chief and regarding all such future appointments to Assistant Fire Chief, the Assistant Fire Chief shall not be entitled to the following employee benefits: longevity compensation, non-use of sick leave incentive payment, and emergency responder pay.

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

179.04 EQUAL OPPORTUNITY EMPLOYMENT, ~~;~~ AFFIRMATIVE ACTION PLAN.

(a) Equal Employment Opportunity (EEO) has been and will continue to be a fundamental principle of the City of Parma Heights. The City's policy is to hire and promote individuals who best meet the requirements of open positions. Council formally declares that the City will hire and promote its employees without regard to race, color, religion, sex,

national origin, age or handicap, except where age or handicap would be an obvious and bona fide obstacle to expected and required job performance, and furthermore will continue to recruit, hire and develop the best qualified persons available for the jobs involved, basing its judgments on job-related qualifications, because artificial barriers of personal attitudes and customs cannot be permitted to affect matters of employment practices.

(b) It is the City's policy to provide equal employment opportunity in full compliance with all applicable laws including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age of Discrimination in Employment Act, the Equal Pay Act, and State of Ohio fair employment practices laws. The City pledges itself to ensure that all activities relative to recruitment, hiring and promoting are undertaken to effect the principle of equal opportunity and that only valid requirements are imposed when promotional opportunities exist. Further, all matters related to compensation, benefits, transfers, layoffs, recall from layoffs and training will be free from any and all discriminatory practices. In addition, all facilities of the City will be available to all employees on a nondiscriminatory basis.

(c) Decisions regarding applications for employment, recruitment, hiring, training, transfer, promotion, pay, benefits, lay-off, demotion, or discharge will be made without respect to race, color, ethnicity, religion, gender, sexual orientation, gender identity, national origin, age, disability, veteran status, genetic information, or any other characteristic protected by law. The Director of Personnel, by direction of the Mayor, shall have overall responsibility for the implementation of the City's Affirmative Action Plan. With the cooperation of appropriate personnel, the Director of Personnel shall conduct periodic reviews to determine whether or not Affirmative Action goals are being achieved. Reports of these reviews shall be the basis for appropriate action to correct deficiencies.

(d) Scope. This measure applies to all employees, prospective employees, contractors, suppliers, volunteers, and guests. Although we do not promise to employ or promote people in any particular groups, we do pledge to treat qualified job applicants and employees eligible for promotion fairly. Outside sources of recruitment, when utilized, shall be informed that the City is an equal opportunity employer and that legal advertisements for bids shall include the wording "AN EQUAL OPPORTUNITY EMPLOYER" and that equal opportunity clauses shall be included in all major single purchase orders, leases and contracts for two thousand five hundred dollars (\$2,500) or more.

(e) As an EEO employer, the City complies with all applicable laws, rules, and regulations preventing discrimination against job applicants based upon their race, color, ethnicity, religion, gender, sexual orientation, gender identity, national origin, age, disability, veteran status, genetic information, or any other characteristic protected by law. Additionally, the following will apply:

- (1) The directors, managers, and supervisors are responsible for ensuring that this policy is fully implemented and compliance is achieved.
- (2) Allegations that anyone subject to this policy has engaged in prohibited conduct will be thoroughly investigated.

- (3) If the investigation determines that a City employee has engaged in discriminatory practices or behavior, said employee will be disciplined up to and including termination of employment.
- (4) Anyone in a management/supervision capacity that is aware of an employee engaging in prohibited conduct, and fails to take immediate and appropriate corrective action, will also be disciplined accordingly.
- (5) Any victim of discrimination should not hesitate to come forward.
- (6) Any individual who feels that coming forward would be or has been futile, unsatisfactory, or counterproductive should contact the Law Department.
- (7) Any type of retaliatory behavior, or threats of retaliation made against a victim of discrimination who has reported it, or against someone who was aware of the discrimination and reported, will result in immediate disciplinary action.

~~The Clerk of Council shall post, or have posted, a copy of this section on all departmental bulletin boards and provide a copy to all employees of the City, as well.~~

(Res. 1976-8. Passed 6-14-76.)

~~179.05~~ 179.03 ADDITIONAL SICK LEAVE.

(a) The Mayor, upon the favorable recommendation of a panel consisting of the Personnel Director, the President of Council and the department head of the affected employee, may authorize the advancement of additional sick leave days in cases where an employee's accrued sick leave has been fully absorbed by a prolonged temporary illness or injury.

(b) Factors to be considered by the panel in making its recommendation shall include the following:

- (1) The employee's length of service;
- (2) The employee's sick leave record;
- (3) The employee's record of employment; and

(4) The likelihood that the advanced days will be repaid by way of future accumulated days and/or secured.

(c) In cases when additional sick days are authorized, the Mayor ~~shall~~ may notify the Director of Law to secure the repayment of the days advanced by obtaining from the employee any and all documents, notes and securities deemed necessary by the Director of Law to secure the repayment, including, but not limited to, the following:

- (1) A note and mortgage;
- (2) Co-signatures on the note, where the employee lacks adequate security; and

(3) Assignment of future O.P.-E.-R.-S. benefits. (Ord. 1976-70. Passed 10-12-76.)

~~179.06~~ 179.04 TRAVEL ALLOWANCES.

(a) The payment or reimbursement of expenses incurred by any official, employee or member of any department, board or commission of the Municipality, for travel or expenses incidental thereto incurred in the furtherance of the interests of the Municipality, is hereby authorized; subject to approval by the Mayor.

(b) Such payment or reimbursement shall be as follows:

(1) Business miles will be computed and paid each month at the applicable IRS Mileage Rate in effect at that time. Mileage figures must be submitted to the Finance Department before payment can be made.

~~(2) Officials or employees who use their own vehicles on a regular basis, upon the approval of their respective department heads, shall be compensated at the rate of up to fifty dollars (\$50.00) per month. Mileage figures must be submitted to the Finance Department before payment can be made.~~

~~(3) City officials, employees or members of any department, board or commission, shall be permitted reimbursement for meal costs of not more than forty dollars (\$40.00) per day for each full day while traveling in furtherance of the interests of the City. Verified receipts for all meal costs must be submitted to the Finance Director.~~

~~(3)~~(4) Payment or reimbursement for all other related expenses, including other forms of transportation, meal costs, and housing accommodations, must be verified by submission of receipts to the Finance Director.

(Ord. 1997-18. Passed 5-27-97; Ord. 2012-43. Passed 10-9-12; Ord. 2013-5. Passed 2-25-13.)

~~179.07~~ 179.05 OVERTIME FOR ~~FLSA NON-EXEMPT~~ EMPLOYEES.

Effective with the pay period commencing on February 7, 2015, the overtime policy for FLSA non-exempt employees shall be as follows:

(a) The rate of compensation for overtime hours worked by full-time employees shall be determined by dividing the annual salary by 1,820 hours for those working a thirty-five hour week and by 2,080 hours for those working a forty-hour week; and by multiplying the quotient by the number of hours worked in the performance of overtime duties.

(b) The method of compensation shall be determined as follows:

(1) Employees normally working a thirty-five work week, having overtime worked extra hours that increase their weekly total hours worked to over thirty-five but not more than forty.

A. The employee may take an equal number of hours off during a subsequent work day to compensate for the ~~overtime~~ extra hours worked, subject to supervisor approval.

B. The employee may request to be paid for such ~~overtime~~ extra hours worked not to exceed ~~ing~~ forty hours per week; such payment to be made at the employees regular rate of pay.

(2) When employees, normally working a thirty-five or thirty-seven and one-half hour work week have ~~overtime~~ extra hours worked that increase their weekly total of hours worked in excess of forty hours, or when an employee normally working a forty-hour work week has overtime hours in excess of forty hours per work week the following may occur:

A. The employee may, at a rate of one and one-half hours for each overtime hour worked and subject to supervisor approval, take an equal number of hours off during a subsequent work day, if the day chosen falls within the same work week.

B. If the compensatory time-off cannot reasonably be scheduled within the same ~~work week~~ pay period with supervisor approval, then for overtime hours in excess of forty hours:

1. ~~May at the employee's request be paid~~ The City will pay overtime compensation to the employee at one and one-half times the employee's ~~non-overtime~~ regular rate of pay.

2. The employee may convert such overtime hours to an equal amount of compensatory time-off at a rate of one and one-half hours for each overtime hour worked; to be used at a later time mutually convenient to the City and the employee, subject to the approval of departmental supervision. (Such bank of accumulated unused compensatory time shall not exceed 96 hours).

Exempt employees are not entitled to overtime pay as guaranteed by the Fair Labor Standards Act ("FLSA"). In general, to be considered an "exempt" employee, the employee must be paid a salary (not hourly) and must perform executive, administrative, or professional duties.

(c) Exempt Employees.

(1) The following salaried positions are exempt and shall receive no overtime or compensatory time compensation:

A. Mayor

B. Director of Finance and Human Resources

C. Director of Law

D. Director of Recreation

E. Director of Public Service

F. Director of Public Safety

G. Chief of Police

H. Fire Chief

I. Other positions as determined by the Mayor and approved by City Council

(Ord. 1985-23. Passed 9-23-85; Ord. 2013-5. Passed 2-25-13; Ord. 2015-9. Passed 2-9-15.)

~~179.08~~ 179.06 PAYMENT OF QP-E-R-S CONTRIBUTIONS.

(a) Effective 12:01 a.m. on January 1, 1983, ~~and subject to the provisions of subsection (c) hereof,~~ the full amount of the statutorily required contribution to the Ohio Public Employees Retirement System ~~of Ohio (QP-E-R-S)~~ shall be withheld from the gross pay of each person within any of the classes established in subsection (b) hereof, ~~and shall be 'picked up" (assumed and paid to P. E. R. S.) by the City. This "pick up" by the City, commencing January 1, 1983, is and shall be designated as public employee contributions and shall be in lieu of contributions to P. E. R. S. by each person within any of the classes established in subsection (b) hereof. No person subject to this "pick up" shall have the option of choosing to receive the statutorily required contribution to P. E. R. S. directly instead of having it "picked up" by the City or of being excluded from the "pick up."~~

~~The City shall, in reporting and making remittance to P. E. R. S., report that the public employee's contribution for each person subject to this "pick up" has been made as provided by statute.~~

(b) ~~The "pick up" by the City as provided by this section shall apply to all persons in the following classes:~~

(1) All full-time employees of the City who are contributing members of QP-E-R-S. For purposes of this section, a "full-time employee" is a person who performs work for the City in accordance with an established scheduled working time, such schedule to be based upon not less than thirty-five hours per five consecutive calendar days for fifty-two consecutive five-day periods per year.

A "full-time employee" shall not include:

- A. A student whose employment will not exceed 1,500 hours in any calendar year; or
- B. Any new employee who is not a member of QP-E-R-S at the time of his or her employment, whose employment will not exceed twenty hours per week; or
- C. A temporary or emergency employee whose employment will not exceed three calendar months.

(2) The Mayor.

(3) Councilpersons.

(4) The Law Director and the Assistant Law Director.

(5) The Finance Director and the Assistant Finance Director.

(6) The Recreation Director,

(7) The Director of Public Service.

(8) The Director of Public Safety.

~~—(9) The Director of Personnel and Intergovernmental Relations.~~

~~—(c) If any person within any of the classes established in subsection (b) hereof is subject to a 'pick up' by the City of his or her statutorily required contribution to P.E.R.S., other than as provided by this section, the "pick up" provided in subsection (a) hereof shall apply only to an amount equal to the difference between the full amount of that person's statutorily required contribution to P. E. R. S. and the amount which is "picked up" by the City, other than as provided by this section.~~

~~—(d) The gross wage or salary of any person subject to the "pick up" provided by this section shall not change as a result of this "pick up."~~

~~—(e) The Director of Finance is hereby directed to implement the provisions of this section to effect the "pick up" of the statutorily required contributions to P. E. R. S. for those persons within the classes established in subsection (b) hereof so as to enable them to obtain the resulting Federal and State tax deferments and other benefits.~~

(Ord. 1983-55. Passed 12-12-83.)

~~179.09~~ 179.07 PAYMENT OF POLICE AND FIREMEN'S DISABILITY AND PENSION FUND CONTRIBUTIONS.

(a) Effective 12:01 a.m., January 1, 1984, and ~~subject to the provisions of subsection (c) hereof,~~ the full amount of the statutorily required contribution to the Police and Firemen's Disability and Pension Fund (the "Fund") of Ohio shall be withheld from the gross pay of each person within the class established in subsection (b) hereof, ~~and shall be "picked up" (assumed and paid to the Fund) by the City. This "pick up" by the City, commencing January 1, 1984, is and shall be designated as public employee contributions and shall be in lieu of contributions to the Fund by each person within any of the classes established in subsection (b) hereof. No person subject to this "pick up" shall have the option of choosing to receive the statutorily required contribution to the Fund directly instead of having it 'picked up" by the City or of being excluded from the "pick up."~~

~~—The City shall, in reporting and making remittance to the Fund, report that the public employee's contribution for each person subject to this "pick up" has been made as provided by statute.~~

(b) The "pick up" by the City, as provided by this section, shall apply to all persons in the following class: All full-time employees of the Police Department of the City who are contributing members of the Fund. For purposes of this section, a "full-time employee" is a

person who performs work for the City Police Department in accordance with an established scheduled working time, such schedule to be based upon not less than forty hours per seven consecutive calendar days for fifty-two consecutive seven-day periods per year for a total of 2,080 hours per year.

~~—(c) If any person within any of the classes established in subsection (b) hereof is subject to a “pick up” by the City of his or her statutorily required contribution to the Fund, other than as provided by this section, the “pick up” provided in subsection (a) hereof shall apply only to an amount equal to the difference between the full amount of that person's statutorily required contribution to the Fund and the amount which is “picked up” by the City, other than as provided by this section.~~

~~—(d) The gross wage or salary of any person subject to the “pick up” provided by this section shall not change as a result of this “pick up.”~~

~~—(e) The Director of Finance is hereby directed to implement the provisions of this section to effect the “pick up” of the statutorily required contributions to the Fund for those persons within the class established in subsection (b) hereof so as to enable them to obtain the resulting Federal and State tax deferments and other benefits.~~

(Ord. 1984-14. Passed 4-9-84.)

~~179.10~~ 179.08 MILITARY LEAVE.

(a) All city employees who are members of the Ohio National Guard, the Ohio Naval Militia, the Ohio Military Reserve or other reserve components of the Armed Forces of the United States shall be entitled to leaves of absence from their respective scheduled duties for such time as they are in such military service on field training or active duty, for periods not exceeding thirty-one days in any calendar year.

(b) If a City employee's military pay or compensation during such period of leave of absence from scheduled duties is less than his or her City pay would have been for such period, he or she shall be paid by the City the difference in money between the City pay and his or her military pay for such period. In determining such employee's military pay for the purposes of this section, allowances for travel, food or housing shall not be considered, but any other pay or allowance of whatever nature, including longevity pay, shall be considered.

(c) Such leave of absence from scheduled duties shall not affect the person's rights to vacation leave, sick leave, bonuses or other normal benefits of his or her employment.

(Ord. 1987-42. Passed 9-14-87.)

~~179.11~~ 179.09 COMPENSATION OF ACTING DIRECTORS AND ACTING ASSISTANT DIRECTORS.

Effective January 1, 1986, when a vacancy in the office of director or assistant director of any of the departments in the City occurs by reason of retirement, death, termination or extended leave, and an employee is assigned, by the Mayor, the duty of acting director or acting assistant director, during the interim time period until a new director or assistant director is appointed, such employee shall be paid at the director's or assistant director's normal rate of pay for such duty.

(Ord. 1986-21. Passed 4-28-86.)

~~179.12 COMMERCIAL DRIVER'S LICENSES REQUIRED.~~

~~—(a) Effective April 1, 1992, any employee whose regularly scheduled duties require him or her to operate at least one of the following vehicles shall have and maintain a valid State of Ohio commercial driver's license (CDL):~~

~~—(1) A single vehicle with a gross vehicle weight rating of more than 26,000 pounds.~~

~~—(2) A trailer with a gross vehicle weight rating of more than 10,000 pounds if the gross combination weight rating is more than 26,000 pounds.~~

~~—(3) A vehicle designed to transport more than fifteen persons (including the driver).~~

~~—(4) Any size vehicle transporting hazardous materials which requires placarding.~~

~~—(b) These various employees are required to pass the General Knowledge Test and Road Skills Test (unless grandfathered). In addition, some employees will be required to pass the Tanker Test Endorsement, the Air Brake Endorsement, the Passenger Transport Test Endorsement and the Hazardous Material Test Endorsement. For all employees hired on or before March 31, 1991, the City agrees to reimburse each employee for the initial cost of securing a CDL with the various endorsements. This refers only to the cost of the actual license and not to any outside training the employee may require. In addition, the City agrees to pay for one and only one Road Skills Test, through March 31, 1992, for any employee who is ineligible for grandfather status, whose regularly scheduled duties require him or her to possess a CDL.~~

~~—(c) It is the sole responsibility of the employee to notify his or her supervisor if the employee's CDL is suspended, revoked or canceled or if he or she is disqualified from driving, before the employee's next regularly scheduled work shift after he or she becomes aware of said suspension, revocation, cancellation or disqualification. Failure on the part of the employee to notify his or her supervisor of any of the above mentioned conditions shall result in immediate dismissal from employment. The employee must also notify his or her supervisor of any traffic violations (except parking) before the employee's next regularly scheduled work shift after a conviction. Failure to notify a supervisor of a conviction of a traffic violation will result in a one-day suspension from employment, without pay, for the first offense; a three-day suspension from employment, without pay, for the second offense; and dismissal from employment upon the third offense.~~

~~(Ord. 1991-28. Passed 8-12-91.)~~

CHAPTER 181

Mayor's Court

181.01 Report of Court receipts by Mayor. (Repealed)

181.02 Payment to General Fund. (Repealed)

181.03 Court Clerk.

181.04 Defense of indigents.

181.05 Court costs.

181.06 Computer Fund.

181.07 Mayor's Court Magistrate.

CROSS REFERENCES

Judicial powers of Mayor - see CHTR. Art. II, § 3

Mayor's Court, jurisdiction and authority - see Ohio R.C. 1905.01 et seq.

Suspension of driver's license - see TRAF. 303.99(c); GEN. OFF. 698.07

Failure to pay fine - see GEN. OFF. 606.32

Disobedience of court orders, processes, etc. - see GEN. OFF. 606.34

Using sham legal process - see GEN. OFF. 606.35

181.01 REPORT OF COURT RECEIPTS BY MAYOR. (REPEALED)

(EDITOR'S NOTE: Section 181.01 was repealed as part of the 1979 updating and revision of these Codified Ordinances. The subject of Court receipts is covered by Ohio R.C. 733.40.)

181.02 PAYMENT TO GENERAL FUND. (REPEALED)

(EDITOR'S NOTE: Section 181.02 was repealed as part of the 1979 updating and revision of these Codified Ordinances. The subject of Court receipts is covered by Ohio R.C. 733.40.)

181.03 COURT CLERK.

There is hereby created the position of Court Clerk of the Municipality who shall be appointed by the Mayor, shall serve at ~~his~~ their pleasure and shall perform such clerical duties on behalf of the Municipality as may be assigned by the Mayor from time to time.

(Ord. 1956-40. Passed 5-21-56.)

181.04 DEFENSE OF INDIGENTS.

(a) The Mayor is hereby authorized and directed to assign a lawyer or lawyers to defend indigents charged with violations of ordinances of the City.

(b) The Mayor is hereby authorized to agree on behalf of the City to pay such reasonable compensation for defense of indigents charged with violation of City ordinances as may be approved by Council.

(c) The Director of Finance is hereby authorized and directed to pay such compensation for the defense of indigents from Account No. 141, entitled Account for Extra Legal Counsel.

(Ord. 1974-27. Passed 4-8-74.)

181.05 COURT COSTS.

(a) The Mayor is hereby authorized to set court costs in an amount as recommended by the Director of Finance. Such costs shall be determined on the basis of actual costs necessary to operate the Mayor's Court.

(Ord. 1980-43. Passed 10-14-80.)

(b) Court costs assessed against defendants in actions pending in the Mayor's Court shall be retained by the Municipality such pending actions are dismissed upon the payment of costs.

This division shall be effective as of the earliest date that costs were assessed against defendants.

(Ord. 1990-2. Passed 1-22-90.)

181.06 COMPUTER FUND.

(a) There is hereby established a Mayor's Court Computer Fund in and for the City.

(b) A portion of the court costs, in an amount not to exceed the maximum set by Ohio R.C. 1901.261(A), shall be designated as the Mayor's Court computer fee, and the same shall be paid into the Mayor's Court Computer Fund.

(c) Proceeds received hereunder shall be used only as payment for Court computer hardware and software, the acquisition thereof, and for updates, ongoing maintenance and other technological expenses of the Mayor's Court.

(d) The Director of Finance and the Law Director shall obtain written approval from the State Auditor for the Mayor's Court Computer Fund.

(Ord. 1996-6. Passed 2-26-96.)

181.07 MAYOR'S COURT MAGISTRATE.

(a) There is hereby created the position of Mayor's Court Magistrate. Such Magistrate shall be appointed by the Mayor.

(b) The Magistrate shall perform those duties of a Mayor's Court Magistrate as defined by the Ohio Revised Code, and shall be qualified as required by State law.

(c) ~~The compensation for the Magistrate shall be fixed by Council.~~ In the event that the Magistrate is unavailable for a Court session, the Mayor on an as-needed basis, may engage the services of a qualified Magistrate to preside over such session.

(d) The compensation for the Magistrate and any substitute Magistrate shall be budgeted by Council.

(Ord. 2000-41. Passed 9-11-00.)

RESOLUTION 2024 - 93

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

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

WHEREAS, GovPlanet/IronPlanet is a vendor of the National Joint Power Alliance [now known as Sourcewell]; and

WHEREAS, GovPlanet/IronPlanet will provide the City of Parma Heights with auction services for the disposal of obsolete city vehicles and equipment; and

WHEREAS, the Administration recommends that the vehicles and equipment listed on Exhibit “A” be removed from service as a result of their age and mechanical condition.

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 dispose of obsolete city vehicles at a public sale through GovPlanet/IronPlanet, a list of which is described in Exhibit “A”, 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 Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: That this Resolution 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

2004	PACE AMERICAN	TRAILER	40LWB24234P099609
2008	LEEBOY L8515T	ASPHALT PAVER	SERIAL NUMBER 44089

RESOLUTION NO. 2024 - 94

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR THE MANAGEMENT OF THE CASSIDY THEATRE WITH CASSIDY THEATRE, INC. AN OHIO NOT FOR PROFIT CORPORATION, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights entered into an Agreement with Cassidy Theatre, Inc. for the management of the Cassidy Theatre through December 31, 2024; and

WHEREAS, the City has reached terms of a new Agreement for the management of the Cassidy Theatre; and

WHEREAS, the City and Cassidy Theatre, Inc. are desirous to continue their relationship through 2025 and enter into a new Agreement for the management of the Cassidy Theatre.

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

Section 1. In accordance with the Charter and Ordinances of the City of Parma Heights, the Administration is authorized and directed to enter into an Agreement between the City of Parma Heights and Cassidy Theatre, Inc., an Ohio Not for Profit Corporation, for the management of the Cassidy Theatre, in the form attached hereto as “Exhibit A” and made a part hereof by reference, as if fully rewritten.

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

Section 3. This Resolution is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality, and for further reason that it is necessary to avoid a disruption in the management of the Cassidy Theatre; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

**AGREEMENT
BETWEEN
THE CITY OF PARMA HEIGHTS
AND THE
CASSIDY THEATRE, INC.
FOR THE
MANAGEMENT
OF
THE CASSIDY THEATRE**

THIS AGREEMENT ("Agreement") entered into between the CITY OF PARMA HEIGHTS, a Municipal Corporation ("City") and THE CASSIDY THEATRE INC., an Ohio Not for Profit Corporation ("Manager"), this _____ day of _____, 2024.

WHEREAS, the City and Manager desire to enter into a Management Agreement for the period beginning on January 1, 2025 and ending on December 31, 2025; and

WHEREAS, the City is desirous of promoting the use of its building formerly operated by the City as the Theatre ("Facility"); and

WHEREAS, the City is desirous of providing a theatre experience, educational programs, arts opportunities and rental opportunities for persons desiring to rent the community rooms in the facility.

NOW, THEREFORE, IT IS AGREED between the City and the Manager that the Agreement for Management of the Cassidy Theatre be entered into upon the following terms and conditions.

Section 1. FACILITY. Upon and subject to the terms and conditions of Agreement, City hereby grants to Manager the use of the facility located at 6200 Pearl Road, Parma Heights, Ohio formerly operated by the City as the Cassidy Theatre located in the Greenbrier Commons located in Parma Heights, Ohio. Manager hereby accepts the facility in its present, "AS IS" condition.

(a) Theatre Name. The name of the Theatre is to remain Cassidy Theatre.

(b) Definition. The Facility shall be defined as the Theatre Lobby, Theatre Offices, and Theatre Costume Area. The Facility shall not include Rooms A or B.

(c) General Use. Either party is responsible for damage to the Facility that is due to their respective use of the Facility.

Section 2. USE BY MANAGER. Manager shall use the Facility for the operation of a community theatre, as recited in the preambles to this Agreement. Manager shall operate and maintain the facility in a neat, clean, safe, and healthy condition according to City Ordinances and direction of the proper public officers. The Manager will be responsible for the following:

- a. The production expenses for all theatrical shows.
- b. All staff are to be the exclusive employees of the Manager.
- c. The Manager may propose to sublease the facilities, subject to the prior written approval of the City, after providing all lease agreements to the Law Department at least fourteen (14) business days prior to the event. The lease shall be approved by the City prior to the event and shall contain provisions for security, traffic control, if necessary, liability insurance and a release and hold harmless clause signed in favor of the City.
- d. The Manager shall submit a proposed list of shows, dates, camps, and pre-arranged events to the Mayor for the following year by September 15th for approval prior to finalizing a season schedule by October 15th.
- e. The Manager may have the use of Rooms A and B by giving reasonable notice to the City whilst the City does not have plans for Rooms A and B on the requested date(s), subject to approval by the City. The Manager will provide the maintenance personnel when it uses Rooms A and/or B. In such a circumstance, the Manager shall be responsible for cleaning and restocking the restrooms, sweeping floors, returning tables and chairs to storage locations as they were found, and removal of garbage from the Facility.
- f. The Manager shall have use of the adjacent kitchen facility and costume shop.
- g. The Manager may, subject to written permission from the City, permit liquor, whether spirituous, vinic or fermented, to be sold on said premises. The City may provide written consent after a timely request, a demonstration of appropriate insurance, a demonstration of appropriate indemnification of the City, and appropriate licensure from the State of Ohio, Department of Liquor Control, maintained at the Manager's expense. (See Section 961.01 of the Codified Ordinances, attached).
- h. The Manager shall have access to Room B during the month of July, for the purpose of staging a theatre camp. The theatre camp shall not hinder the City's ability to host its own summer camp or weekend events.
- i. The Manager may petition the City for permission to stage outdoor productions on City grounds subject to the City's written consent.
- j. The Manager shall maintain appropriate licensure by the Cuyahoga County Board of Health for any food concessions at the Manager's expense.

Section 3. USE BY CITY. The City shall have the use of Rooms A and B, and the adjacent kitchen, and reserves the right to rent and permit the use of Rooms A and B to outside parties.

- a. The City reserves use of the facility for official City events on an as needed basis, on dates to be determined, with reasonable notice to the Manager. Reasonable notice shall be at least two (2) weeks in advance of any event planned for the facility.
- b. There shall be no charge to the City for its use of the facility.
- c. The City will provide the maintenance personnel when it uses the facility.

Section 4. TERM. This Agreement shall be from January 1, 2025 to December 31, 2025. The City and Manager shall have the option to extend the Agreement beyond the expiration date. Should the parties mutually elect to extend the Agreement, they shall confirm in writing to extend for a fixed period of time. Either the City or Manager shall have the right to terminate this agreement upon thirty

(30) days prior written notice.

Section 5. FEES. Fees of \$1,000.00 (One Thousand Dollars) shall be payable for each month of the Term of this Agreement. Each installment payment shall be due in advance on the first day of each calendar month during the lease term, subject to the terms of Section 18(i). All fees, and all other payments due to the City under this Agreement, shall be made to the City at 6281 Pearl Road, Parma Heights, Ohio 44130 or at such other address as the City may designate.

The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

Section 6. TAXES. During the Term hereof; Manager shall, be responsible for all personal property taxes and real estate taxes directly attributable to Manager's use. Manager shall have the right to contest all taxes, assessments, charges and impositions, and City agrees to join in such contest, if required by law, and to permit the Manager to proceed with the contest in City's name, provided the expense of the contest is borne by the Manager.

Section 7. REVENUES. All revenues ("Revenues") generated from the operation of the Theatre from events conducted by the Manager shall be and remains the sole property of the Manager.

Revenues generated from events conducted by the City shall be retained by the City.

If Manager and City agree in writing prior to the date of an event conducted by the City, then participation fees may be paid to the Manager based upon the involvement of the Manager in the event. If there is no agreement, in writing, then the City shall retain said revenues.

Section 8. MAINTENANCE AND REPAIRS. The Manager shall, at its sole cost and expense, maintain and repair the interior of the facility, including the lobby, stage, theatre seating area, office area, restrooms, and dressing rooms.

The Manager shall provide evidence of maintenance and repairs to the Director of Public Service on or before the 1st day of each month of this Agreement.

In the event that the City must assume the duties of the Manager in whole or in part to maintain and repair any portion of the interior of the Facility, the Manager shall be assessed the cost of such maintenance and repair at a rate of \$48.64 per hour. The minimum charge for such a circumstance shall be four (4) hours per occurrence for each participating employee of the City.

The Manager and the Director of Public Service shall meet prior to the beginning of the lease term to inspect the facility and establish a procedure for maintenance and repair.

The City shall maintain and repair mechanical (including HVAC), plumbing, and electrical systems, and maintain the roof.

A) SUBCONTRACTOR'S INSURANCE. Manager shall require that all subcontractors

brought onto the property have insurance coverage at the subcontractor's expense, or be listed as insured on the Manager's insurance policy (as documented in a Certificate of Insurance if requested) in the following minimum amounts:

- a) Workers' compensation - statutory amount
- b) Employer's liability
- c) Comprehensive general liability
 - 1. \$100,000 bodily injury per person - \$300,000 per occurrence
 - 2. \$100,000 property damage

Higher amounts may be required if the work to be performed is sufficiently hazardous. The Manager shall obtain and keep on file a certificate of insurance which shows that the subcontractor is so insured. In addition, where required by law, subcontractors must obtain building permits from the City.

Section 9. **FIXTURES AND ALTERATIONS.**

A) INSTALLATION BY MANAGER. The Manager and Director of Public Service shall meet within two (2) weeks of the execution of the Agreement to inventory the installation(s) made by the Manager during the Term of the prior Agreement between the parties. The Manager is prohibited from affixing any item, including signage, to any surface of the Theatre Lobby, whether by adhesive, nail, tack, or any other means.

The Manager shall throughout the Term of the Agreement, at its own expense, maintain and clean the Facility and all improvements thereon and shall deliver up the Facility in a clean and sanitary condition at the expiration or termination of this Agreement or the termination of the Manager's right to occupy the facility, in a good repair and condition, reasonable wear and tear excepted. Upon the expiration or termination of this Agreement or the termination or the termination of Manager's right to occupy the leased premises, Manager shall surrender all keys for the facility to the City at the place then fixed for the payment of rent and City shall have the right to reenter and resume possession of the Facility. No act done by Manager or any of Manager's agents (hereinafter defined) during the term of the lease shall be deemed an acceptance of a surrender of Facility, and no agreement to accept a surrender of Facility shall be valid unless the same be made in writing and executed by Manager.

B) REMOVAL BY MANAGER. Upon the expiration or earlier termination of this Agreement, the Manager shall remove all trade fixtures and other equipment owned by the Manager and located within Facility, in which event Manager shall repair damage to Facility caused by such removal. The City may, failing removal by the Manager, at Manager's expense, perform such removal.

Section 10. **LIENS.** Manager shall have no ownership rights in the facility and shall not suffer or permit any mechanic's lien or other lien to attach to the Facility or any building or improvement thereon in connection with any work performed by Manager, its agents or contractors, and whenever and as often as any such lien or liens shall be filed or shall attach. Manager shall, within thirty (30) days thereafter, pay such lien or liens or procure their removal

from the Facility.

Section 11. **REPRESENTATION.** Manager represents and warrants to the City that it is an independent contractor and is not an employee of the City and none of its employees, if there be any, shall be employees of the City but shall, at all times, be the sole and exclusive employees of Manager. Manager agrees to indemnify and make the City whole in the event that there are claims made by its employees against the City.

Section 12. **ADDITIONAL INSURANCE.** Manager must furnish a certificate evidencing workers' compensation.

Section 13. **GENERAL INDEMNIFICATION.** Manager hereby indemnifies and agrees to defend and hold City and its employees, agents, and contractors harmless from and against any and all loss, cost, damage, claim or expense, including attorney fees, caused by Manager or any person or party for whom Manager is legally responsible.

Section 14. **INSURANCE.**

- A) **PROPERTY INSURANCE.** City shall obtain and keep in force during the Term, at City's cost and expense, commercial property insurance covering loss or damage to Facility in an amount not less than the replacement value thereof, as the same may be increased from time to time, and providing protection against all perils covered under a standard "special for" or "all risk" policy of commercial property insurance.
- B) **LIABILITY INSURANCE.** Manager shall obtain and keep in force, at its sole cost and expense, commercial general liability insurance insuring against any and all claims for damages resulting from injury or death to persons or injury to property occurring in and about the Facility and arising out of Manager's negligent acts or omissions in connection with its use or occupancy of the Facility, or the negligent acts or omissions of any person using the Facility in connection with Manager's business. The amount of liability coverage shall be not less than \$2,000,000.00 per occurrence and \$2,000,000.00 general aggregate for property damage and injury or death to persons. The City shall be named as an additional insured on said policy of insurance.

Manager is solely responsible for obtaining insurance at its sole expense to cover its personal property.

- C) **CERTIFICATES.** Manager shall deliver to City certificates evidencing the existence and amount of the insurance required above. The Manager shall obtain a Certificate of Additional Insurance from its Insurer, which Certificate shall name the City as an Additional Insured by the Manager's Insurance Carrier. The Manager shall present the Certificate to the City, with a copy to the Law and Finance Departments.

Section 15. **FIRE OR OTHER CASUALTY.** If at any time during the Term of this Agreement or any improvements now or hereafter erected on the Facility shall be destroyed or damaged by fire or any other insured casualty, then, subject to and conditioned upon the amount of

insurance proceeds recovered by City, City shall repair, reconstruct and restore the Facility. If the Facility, or any substantial part thereof, are damaged or destroyed to such an extent that it is impractical to repair or restore the Facility to the approximate condition it was in prior to being damaged within one hundred eighty (180) days of the date of the damage or destruction, City shall have the right to terminate this Agreement upon notice to Manager. The fees shall abate during any period of restoration.

Section 16. CONDEMNATION.

A) **ENTIRE TAKING.** If the Facility shall be taken, appropriated or condemned for any public or quasi-public use or purpose, then this Agreement shall automatically cease and terminate as of the date Manager must relinquish possession of the Facility or when title to the Facility vests in the taking authority, whichever occurs latest, and all fees and other charges paid under this Agreement shall be apportioned as of the date of termination. The City will advise the Manager of any plan to appropriate or condemn the property as soon as such information becomes available to the City.

B) **PARTIAL TAKING.** If less than all of the Facility shall be taken, appropriated or condemned for any public or quasi-public use or purpose, and the remaining portion not so taken is, in the opinion of Manager, sufficient for the operation of Manager's business as it is then being conducted, Manager shall continue to use the portion not so taken and there shall be an equitable and proportionate reduction in the fees hereunder.

Section 17. DEFAULT. Manager shall be in default hereunder if any one or more of the following events (hereinafter referred to individually as an "Event of Default") shall occur (i) Manager shall fail to pay any monthly installment of fees or any other amounts or charges payable by Manager under this Agreement and such failure shall continue for more than five (5) days after the date such payment was due, (ii) Manager shall neglect or fail to perform or observe any of the other terms, covenants or conditions contained in the Agreement and such failure shall continue for more than thirty (30) days after City's notice to Manager of such failure (or such longer period that is reasonable if the obligation is incapable of cure within such 30-day period and Manager has commenced such cure and diligently prosecutes the same to completion). (iii) Manager shall become bankrupt or insolvent or make a general assignment for the benefit of creditors, (iv) Manager's business and use hereunder shall be taken upon an execution, attachment or other process of laws, or (v) a receiver or trustee shall be appointed to take charge of all or any substantial part of City's property and such appointment shall not be vacated or otherwise nullified within ninety (90) days thereafter. Upon the occurrence of an Event of Default and while such Event of Default continues, City shall have the right, at its option, to terminate this Agreement upon specified date not less than fifteen (15) days after the date of the notice of termination and this Agreement shall then automatically expire on the date so specified unless Manager's default is cured or waived prior thereto.

Section 18. COMPLIANCE WITH LAW. Manager shall comply with all governmental laws, ordinances, rules, regulations, orders or other requirements of all governmental bodies having jurisdiction over the Facility and/or Manager's business at the Facility.

Section 19. ASSIGNMENT. Manager shall have no right to assign this Agreement, or any part thereof, without the express prior written consent of the City.

Section 20. **RIGHT TO ENTER THE FACILITY.** City and its agents shall have the right to enter the Facility at any time to examine it.

Section 21. **SURRENDER OF THE FACILITY.** At the expiration of the term, or upon any earlier termination of this Agreement for any reason, Manager shall surrender the Facility in broom-clean condition and in good condition and repair. In the event that the Manager should hold over and fail to surrender, for any reason, the City may exercise self-help to assert possession of the Facilities, change the locks, if necessary, take such further action, as necessary, to secure and control the Facilities. In the event that the Manager or its personnel remain on or refuse to surrender and vacate the Facilities, the City may proceed against them in Trespass. In the event that legal action is necessary or appropriate, the Manager shall be responsible for damages and costs, including attorney fees, should the City prevail in such action.

Section 22. **WAIVER.** The waiver by either party of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant, or condition of this Agreement. City's acceptance of fees and charges and other amounts hereunder shall not deem to be a waiver of any preceding breach by Manager of any term, covenant or condition of this Agreement. No term, covenant, or condition of this Agreement shall be deemed to have been waived by a party hereto unless such waiver is in writing signed by such party.

Section 23. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties in regard to the Facility. There are no oral agreements existing between the parties hereto.

Section 24. **MODIFICATION OF AGREEMENT.** This Agreement shall not be modified except in writing signed by both the Manager and the City.

Section 25. **GOVERNING LAW; SEVERABILITY.** This Agreement and its performance shall be governed, interpreted and regulated by and in accordance with the laws of the State of Ohio. If any portion of this Agreement should be invalid or held invalid, the remainder of it shall be unaffected and remain in full force and effect.

Section 26. **NOTICE.** Any notice, demand, or request required to be given by City or Manager under this Agreement shall be in writing signed by the party giving it, and sent by certified mail, return receipt requested, to the party to be notified as follows:

TO CITY:
City of Parma Heights
Attention: MAYOR MARIE GALLO
6281 Pearl Road
Parma Heights, Ohio 44130

TO MANAGER:
The Cassidy Theatre, Inc.
Attention: MICHAEL CARAFFI, President

6200 Pearl Road
Parma Heights, Ohio 44130

Or such other address as City or Manager, respectively, may designate by such a notice. Service shall be complete upon three (3) business days after mailing as set forth above, except in the case of a notice to change an address in which case service shall be complete when notice is received by the addressee. Notice sent by any means other than certified mail, return receipt requested, shall be deemed delivered when such notice is received by the addressee.

Section 27. SUCCESSORS. The provisions of this Agreement shall apply to and be binding upon the successors and assigns of both Manager and City.

Section 28. SURVIVABILITY. The terms, conditions, agreements and indemnifications contained in the Agreement shall survive the expiration of this Agreement or of any extension(s) of it.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 20____.

FOR THE CITY OF PARMA HEIGHTS:

MARIE GALLO
Mayor

Date: _____

FOR THE CASSIDY THEATRE INC.:

MICHAEL CARAFFI
President

Date: _____

RESOLUTION NO. 2024 - 95

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO CONSENT TO THE MATERIAL TERMS OF THE HENRY SCHEIN SETTLEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE ADMINISTRATION TO EXECUTE A SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE HENRY SCHEIN SETTLEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, including the City of Parma Heights, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance in connection with the opioid crisis; and

WHEREAS, by and through Resolution No. 2021-15, Council authorized the Administration to enter into a One Ohio Memorandum of Understanding (“MOU”) on behalf of the City for the purpose of collaboratively seeking resolution of the opioid litigation in the State of Ohio; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolutions under the MOU require acceptance by the State of Ohio and the Local Governments; and

WHEREAS, in addition, a settlement is now being presented to the State of Ohio and Local Governments by Henry Schein Inc. and Henry Schein Medical Systems, Inc. (the “Henry Schein Settlement”) to resolve governmental entity claims in the State of Ohio using the structure of the aforementioned One Ohio MOU and consistent with the material terms of a Henry Schein Settlement Agreement; and

WHEREAS, this Council wishes to agree to the terms of the Henry Schein Settlement pertaining to Participating Subdivisions, in order that the City will be entitled to the benefits provided therein, including monetary payments.

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

Section 1: That this Council hereby consents to the material terms of the Henry Schein Settlement pertaining to Participating Subdivisions on behalf of the City of Parma Heights, and pursuant to the terms of the One Ohio MOU.

Section 2: That this Council hereby authorizes the Administration to execute the Henry Schein Settlement *Subdivision Participation and Release Form* on behalf of the City of Parma Heights, which is attached hereto as Exhibit “A” and incorporated by reference, pursuant to the terms of the One Ohio MOU.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this

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

Section 4: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of said City and for the further reason it is necessary to consent to the City's participation in the proposed Henry Schein Settlement, in order to protect the City's interests to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____ PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

Subject to Federal Rule of Evidence 408 and State Equivalents

Exhibit B

Henry Schein Inc. and Henry Schein Medical Systems, Inc. **Subdivision Participation and Release Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement, and acting through the undersigned authorized official, hereby elects to participate in the Settlement Agreement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Settlement Agreement and become a Releasor as provided therein.
2. The Governmental Entity through its counsel shall promptly move to dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Settlement Agreement pertaining to Releasors as defined therein.
4. By agreeing to the terms of the Settlement Agreement and becoming a Releasor, the Governmental Entity is entitled to monetary payments.
5. The Governmental Entity hereby becomes a Releasor for all purposes in the Settlement Agreement, along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released

Subject to Federal Rule of Evidence 408 and State Equivalents

Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Settlement Agreement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Settlement Agreement in any respect, the Settlement Agreement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2024 - 96

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO CONSENT TO THE MATERIAL TERMS OF THE TARGET SETTLEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE ADMINISTRATION TO EXECUTE A SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE TARGET SETTLEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, including the City of Parma Heights, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance in connection with the opioid crisis; and

WHEREAS, by and through Resolution No. 2021-15, Council authorized the Administration to enter into a One Ohio Memorandum of Understanding (“MOU”) on behalf of the City for the purpose of collaboratively seeking resolution of the opioid litigation in the State of Ohio; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolutions under the MOU require acceptance by the State of Ohio and the Local Governments; and

WHEREAS, in addition, a settlement is now being presented to the State of Ohio and Local Governments by Target (the “Target Master Settlement”) to resolve governmental entity claims in the State of Ohio using the structure of the aforementioned One Ohio MOU and consistent with the material terms of a Settlement Agreement with Target; and

WHEREAS, this Council wishes to agree to the terms of the Target Master Settlement pertaining to Participating Subdivisions, in order that the City will be entitled to the benefits provided therein, including monetary payments.

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

Section 1: That this Council hereby consents to the material terms of the Target Master Settlement pertaining to Participating Subdivisions on behalf of the City of Parma Heights, and pursuant to the terms of the One Ohio MOU.

Section 2: That this Council hereby authorizes the Administration to execute the Target Master Settlement *Subdivision Participation and Release Form* on behalf of the City of Parma Heights, which is attached hereto as Exhibit “A” and incorporated by reference, pursuant to the terms of the One Ohio MOU.

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

to the public, in compliance with the law.

Section 4: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of said City and for the further reason it is necessary to consent to the City's participation in the proposed Target Master Settlement, in order to protect the City's interests to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

TARGET MASTER SETTLEMENT AGREEMENT

EXHIBIT B

SETTLING SUBDIVISION PARTICIPATION AND RELEASE FORM

Local Political Subdivision / Governmental Entity:
State:
Authorized Official:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The local political subdivision / governmental entity identified above ("*Settling Subdivision*"), in order to obtain and in consideration for the benefits provided to the Settling Subdivision pursuant to the Settlement Agreement, and acting through the undersigned authorized official, hereby elects to participate in the Settlement Agreement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Settling Subdivision is aware of and has reviewed the Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Settling Subdivision elects to participate in the Settlement Agreement and become a Releasor as provided therein.
2. The Settling Subdivision through its counsel shall promptly move to dismiss with prejudice any Released Claims that it has filed.
3. The Settling Subdivision agrees to the terms of the Settlement Agreement pertaining to Releasors as defined therein, and specifically the Settling Subdivision acknowledges and agrees that it is the intent of the Parties that the Settlement Amount be for Opioid Remediation, as defined in the Settlement Agreement, and that in no event may less than eighty-five percent (85%) of the Settlement Amount (less any amounts used to pay attorneys' fees, investigation costs, or litigation costs) be spent on Opioid Remediation. Settling Subdivision agrees to either maintain the Settlement Amount in an account designated for Opioid Remediation, or at its discretion, shall cooperate with any reasonable request by Target for a report accounting for the disbursement of the settlement funds.
4. By agreeing to the terms of the Settlement Agreement and becoming a Releasor, the Settling Subdivision is entitled to monetary payments.

5. The Settling Subdivision hereby becomes a Releasor for all purposes in the Settlement Agreement, along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Settling Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Settling Subdivision to release claims. The Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Settlement Agreement, to which Settling Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Settlement Agreement in any respect, the Settlement Agreement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Settling Subdivision.

Signature: _____

Name: _____

Title: _____

Date: _____

ORDINANCE NO. 2024 - 97

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2024 TO AND INCLUDING DECEMBER 31, 2024, REPEALING ORDINANCE 2024-35, AND DECLARING AN EMERGENCY

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

Section 1. Funding for the current expenses and other expenditures of the City of Parma Heights, Ohio, for the period commencing January 1, 2024 and ending December 31, 2024, the sums set forth in the attached Exhibit "A", is set aside and appropriated.

Section 2. Ordinance No. 2024-35 that was passed by Council on May 13, 2024 is repealed.

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

Section 4. The Director of Finance is authorized to draw warrants from any of the foregoing appropriations upon receiving the proper requisition, certificate, and voucher therefore; approved by the officers authorized by law to approve same, or an Ordinance or Resolution to make the expenditure, provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law and Ordinance.

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 said Ordinance must be enacted as soon as possible to authorize payment, and to maintain the full faith and credit of the Municipality; wherefore, it shall be in full force and effect immediately after its passage by Council and approved by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

Exhibit A

City of Parma Heights

	Original 2024 Appropriations	1st Amended Appropriations	2nd Amended Appropriations	2024 Final Proposed Appropriations
General Fund				
Police				
Personal Services & Benefits	\$4,239,593	\$491,698	\$40,000	\$4,771,291
Other Operations & Maintenance	\$690,050	\$234,950	\$60,000	\$985,000
	\$4,929,643	\$726,648	\$100,000	\$5,756,291
Fire				
Personal Services & Benefits	\$3,643,926	\$459,067	\$130,000	\$4,232,993
Other Operations & Maintenance	\$173,030	\$316,970	\$10,000	\$500,000
	\$3,816,956	\$776,037	\$140,000	\$4,732,993
Safety				
Personal Services & Benefits	\$512,140	(\$657)	\$50,000	\$561,483
Other Operations & Maintenance	\$452,418	\$16,130		\$468,548
	\$964,558	\$15,473	\$50,000	\$1,030,031
Health				
Other Operations & Maintenance	\$151,257	\$0	\$0	\$151,257
	\$151,257	\$0	\$0	\$151,257
Recreation				
Personal Services & Benefits	\$150,428	(\$11,568)		\$138,860
Other Operations & Maintenance	\$10,000	\$1,500	\$10,000	\$21,500
	\$160,428	(\$10,068)	\$10,000	\$160,360
Building				
Personal Services & Benefits	\$534,992	\$44,944		\$579,936
Other Operations & Maintenance	\$96,400	\$1,600	\$15,000	\$113,000
	\$631,392	\$46,544	\$15,000	\$692,936
Economic Development				
Personal Services & Benefits	\$115,560	(\$8,208)		\$107,352
Other Operations & Maintenance	\$3,000	\$0	\$2,500	\$5,500
	\$118,560	(\$8,208)	\$2,500	\$112,852
Basic Utility Services				
Personal Services & Benefits	\$0	\$0	\$0	\$0
Other Operations & Maintenance	\$1,677,405	\$0	\$40,000	\$1,717,405
	\$1,677,405	\$0	\$40,000	\$1,717,405
Mayor				
Personal Services & Benefits	\$269,014	(\$19,196)		\$249,818
Other Operations & Maintenance	\$10,000	\$0	\$9,500	\$19,500
	\$279,014	(\$19,196)	\$9,500	\$269,318
Council				
Personal Services & Benefits	\$135,528	\$45,996		\$181,524
Other Operations & Maintenance	\$21,000	\$0		\$21,000
	\$156,528	\$45,996	\$0	\$202,524

City of Parma Heights

2024 Final

	Original 2024 Appropriations	1st Amended Appropriations	2nd Amended Appropriations	2024 Final Proposed Appropriations
Planning/Zoning				
Other Operations & Maintenance	\$4,000	\$0	\$0	\$4,000
	\$4,000	\$0	\$0	\$4,000
Finance				
Personal Services & Benefits	\$401,501	\$19,479		\$420,980
Other Operations & Maintenance	\$371,000	\$1,500	\$60,000	\$432,500
	\$772,501	\$20,979	\$60,000	\$853,480
Mayor's Court				
Personal Services & Benefits	\$157,480	(\$23,052)		\$134,428
Other Operations & Maintenance	\$29,600	\$0	\$1,500	\$31,100
	\$187,080	(\$23,052)	\$1,500	\$165,528
Custodial				
Personal Services & Benefits	\$71,525	\$17,018		\$88,543
Other Operations & Maintenance	\$5,000	\$0		\$5,000
	\$76,525	\$17,018	\$0	\$93,543
Law				
Personal Services & Benefits	\$219,187	(\$23,515)		\$195,672
Other Operations & Maintenance	\$64,000	(\$25,000)	\$21,000	\$60,000
	\$283,187	(\$48,515)	\$21,000	\$255,672
General Government				
Personal Services & Benefits	\$0	\$0		\$0
Other Operations & Maintenance	\$706,500	\$0	\$50,000	\$756,500
Transfers - Out	\$1,500,000	\$1,275,000	\$135,000	\$2,910,000
	\$2,206,500	\$1,275,000	\$185,000	\$3,666,500
Total General Fund Disbursements	\$16,415,534	\$2,814,656	\$634,500	\$19,864,690
SCMR Fund				
			\$0	
Personal Services & Benefits	\$1,735,585	\$9,241	\$75,000	\$1,819,826
Other Operations & Maintenance	\$474,035	\$289,265	\$25,000	\$788,300
	\$2,209,620	\$298,506	\$100,000	\$2,608,126
State Highway				
Other Operations & Maintenance	\$80,000	\$0	\$0	\$80,000
	\$80,000	\$0	\$0	\$80,000
Cemetery				
Other Operations & Maintenance	\$200	\$650	\$0	\$850
	\$200	\$650	\$0	\$850
Parks Maintenance Fund				
Personal Services & Benefits	\$385,305	\$137,412		\$522,717
Other Operations & Maintenance	\$183,200	\$46,800	\$55,000	\$285,000
	\$568,505	\$184,212	\$55,000	\$807,717

City of Parma Heights

2024 Final

	Original 2024 Appropriations	1st Amended Appropriations	2nd Amended Appropriations	Proposed Appropriations
Senior Center Fund				
Personal Services & Benefits	\$373,731	\$49,969		\$423,700
Other Operations & Maintenance	\$55,000	\$32,076	\$10,000	\$97,076
	\$428,731	\$82,045	\$10,000	\$520,776
CDBG				
Other Operations & Maintenance	\$0	\$340,000	\$157,442	\$497,442
	\$0	\$340,000	\$157,442	\$497,442
FEMA Grant Fund				
Other Operations & Maintenance	\$0	\$0		\$0
	\$0	\$0	\$0	\$0
Drug Enforcement Trust				
Other Operations & Maintenance	\$0	\$225		\$225
Capital Outlay	\$0	\$0		\$0
	\$0	\$225	\$0	\$225
Law Enforcement Trust Fund				
Other Operations & Maintenance	\$0	\$100,000		\$100,000
	\$0	\$100,000	\$0	\$100,000
Dare Fund				
Personal Services & Benefits	\$0	\$0	\$0	\$0
Other Operations & Maintenance	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Law Enforce Training				
Personal Services & Benefits	\$0	\$0	\$0	\$0
Other Operations & Maintenance	\$0	\$400	\$0	\$400
	\$0	\$400	\$0	\$400
Police Donations (PACT)				
Police - Other Expense	\$0	\$3,000	\$0	\$3,000
	\$0	\$3,000	\$0	\$3,000
Permissive Fund				
Other Operations & Maintenance	\$150,000	(\$25,000)	\$0	\$125,000
Transfers - Out	\$0	\$0	\$0	\$0
	\$150,000	(\$25,000)	\$0	\$125,000
Police Pension Fund				
Employers Share	\$589,700	\$66,587	\$0	\$656,287
	\$589,700	\$66,587	\$0	\$656,287
Fire Pension Fund				
Employers Share	\$722,666	(\$8,487)	\$0	\$714,179
	\$722,666	(\$8,487)	\$0	\$714,179

City of Parma Heights

	Original 2024 Appropriations	1st Amended Appropriations	2nd Amended Appropriations	2024 Final Proposed Appropriations
Coronavirus Relief Fund				
Other Operations & Maintenance	\$0	\$245,000	(\$111,494)	\$133,506
	\$0	\$245,000	(\$111,494)	\$133,506
Mayor's Court Computer Fund				
Other Operations & Maintenance	\$3,500	\$500	\$0	\$4,000
Capital Outlay	\$0	\$0	\$0	\$0
	\$3,500	\$500	\$0	\$4,000
Indigent Driver Fund				
Other Operations & Maintenance	\$0	\$8,000	\$0	\$8,000
	\$0	\$8,000	\$0	\$8,000
Ambulance Billing Fund				
Other Operations & Maintenance	\$55,000	\$0	\$15,000	\$70,000
Transfers - Out	\$800,000	(\$75,000)	\$150,000	\$875,000
	\$855,000	(\$75,000)	\$165,000	\$945,000
School Zone Safety				
Other Operations & Maintenance	\$0	\$400,000	(\$200,000)	\$200,000
Capital Outlay	\$0	\$0	\$40,000	\$40,000
Advances -Out	\$0	\$0	\$1,000,000	\$1,000,000
	\$0	\$400,000	\$840,000	\$1,240,000
Opioid Settlement				
Other Operations & Maintenance	\$0	\$12,500	\$0	\$12,500
Capital Outlay	\$0	\$0	\$0	\$0
	\$0	\$12,500	\$0	\$12,500
Special Bond Retirement Fund				
Bond Principal	\$268,327	(\$63,327)	\$0	\$205,000
Other	\$0	\$63,675	\$0	\$63,675
Advances -Out	\$0	\$0	\$1,000,000	\$1,000,000
	\$268,327	\$348	\$1,000,000	\$1,268,675
Capital Improvement Fund				
Capital Outlay	\$1,902,000	\$0	\$0	\$1,902,000
	\$1,902,000	\$0	\$0	\$1,902,000
Capital Projects Fund				
Other Operations & Maintenance	\$200,000	\$1,300,000	\$0	\$1,500,000
Capital Outlay	\$0	\$0	\$0	\$0
	\$200,000	\$1,300,000	\$0	\$1,500,000
Medical Self Insurance Fund				
Medical Payments	\$2,282,000	\$590,600	\$0	\$2,872,600
	\$2,282,000	\$590,600	\$0	\$2,872,600

City of Parma Heights

	Original 2024 Appropriations	1st Amended Appropriations	2nd Amended Appropriations	2024 Final Proposed Appropriations
<i>Fleet Maintenance Fund</i>				
Employee Expense	\$385,175	\$53,783	\$25,000	\$463,958
Other Expense	\$373,500	\$176,500	\$20,000	\$570,000
	\$758,675	\$230,283	\$45,000	\$1,033,958
<i>Worker's Compensation Fund</i>				
2023 Full Payment	\$215,000	\$35,000	\$0	\$250,000
	\$215,000	\$35,000	\$0	\$250,000
Total Appropriations 2024	\$27,649,458	\$6,604,025	\$2,895,448	\$37,148,931

Schedule of Transfers

Fund		Amount	Amended	Final
From	To			
General Fund	SCMR	\$1,150,000	\$200,000.00	1,350,000.00
General Fund	Senior	\$300,000	(\$150,000.00)	150,000.00
General Fund	Police	\$550,000	(\$20,000.00)	530,000.00
General Fund	Fire	\$600,000	\$30,000.00	630,000.00
General Fund	Recreation	\$175,000	\$75,000.00	250,000.00
EMS	GF	\$725,000	\$150,000.00	875,000.00
		\$3,500,000	\$285,000	\$3,785,000

Schedule of Advances

Fund		Amount	Amended	Final
From	To			
<i>School Zone Safety</i>	<i>Capital Improvement Fund</i>	\$0	\$1,000,000.00	1,000,000.00
<i>Special Bond Retirement Fund</i>	<i>Capital Projects Fund</i>	\$0	\$1,000,000.00	1,000,000.00
		\$0	\$2,000,000	\$2,000,000